



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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**MEETING DATE:** February 13, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #:** 7

**INITIATED BY:** Assistant Chief Brad Arnold

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



Date: January 29, 2024

To: Noblesville Board of Works  
Re: Muscatatuck Training Facility User Agreement - ESU Team

The Noblesville Police Department Emergency Services Unit is once again seeking the Board of Works approval to enter into a user agreement with the Indiana National Guard for the purpose of using the Muscatatuck Urban Training Center (MUTC).

As you may recall, the MUTC is a training compound near North Vernon, IN. It is used not only by the Indiana National Guard, but numerous law enforcement and public safety agencies from the military, federal, state and local departments. The Noblesville ESU team trains annually at this facility due to its expansive urban training environment with multiple buildings and structures to utilize. It provides a realistic training environment that no other facility can match.

You have approved similar requests in previous years for the ESU team's week-long training. The verbiage of this document is the same as the last approved agreement, other than the dates of occupancy, and City Legal has previously reviewed this agreement with no reservations.

We appreciate your consideration in approving this user agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Brad Arnold", is written over a horizontal line.

Brad Arnold  
Assistant Chief of Police  
[barnold@noblesville.in.gov](mailto:barnold@noblesville.in.gov)

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**NOBLESVILLE POLICE DEPARTMENT**

317.776.6340 | 135 South 9th Street | Noblesville, IN 46060 | [www.CityofNoblesville.org](http://www.CityofNoblesville.org)



## ATTERBURY/MUSCATATUCK OCCUPANCY AGREEMENT

**THIS AGREEMENT IS MADE BY AND BETWEEN THE ADJUTANT GENERAL'S OFFICE OF THE STATE OF INDIANA ON BEHALF OF THE INDIANA NATIONAL GUARD** (hereinafter referred to as "State"), and **Noblesville PD ESU** (hereinafter referred to as "User") by and through its authorized Representative **Collin Whitesell**.

In consideration of the mutual promises made herein, the parties to the agreement hereby agree as follows:

1. **Purpose:** The State agrees to furnish the subject military property (or portion of a military facility set forth in Form 350-1) for the purpose of conducting training, an exercise, or other event as established by the User and approved by the State. The established perimeter or designated facility also includes access to, and use of, the restrooms (when military facilities are used that contain a permanent structure restroom) and parking areas. No other areas shall be accessible unless specifically provided for in this Agreement.
2. **Term:** This Occupancy Agreement will commence on the **6th** day of **March 2024** at **7:30 o'clock AM/PM** and will terminate on the **7th** day of **March 2024** at **6:00 o'clock AM/PM**.

### 3. Facilities Request and Reporting.

- A. The User agrees to submit a written facilities request to the Camp Atterbury Future Operations Service Center (hereinafter "FOSC") no less than thirty (30) days prior to the proposed event. If the event includes the provision of food services, the facilities request must be submitted no less than sixty (60) days prior to the proposed event. Requested events are not approved until the User receives acknowledgment from the State in writing.
- B. Upon arrival at Camp Atterbury on the first day of the Event, the User shall report to Building 127, and agrees to attend the Training Coordination Meeting prior to the start of the scheduled Event, as well as any additional meetings required by the State, up to and including daily meetings. It is the User's responsibility to contact the FOSC to schedule this required training prior to the start of the scheduled Event.
- C. This Agreement may be unilaterally terminated by the Installation Commander or the Adjutant General, within their sole discretion, and said termination determination is not subject to appeal or review. The User acknowledges and agrees that the State will not be held liable for any damages or loss resulting from a unilateral termination of all or part of this Agreement.

### 4. Covenants and Conditions:

- A. In case said military property/facility, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any casualty, unforeseen occurrence, or military necessity shall render fulfillment of this Occupancy Agreement by the Lessor impossible, the said State shall not in any case be held responsible to the User for any damage or loss caused thereby.
- B. In renting a portion of said military property/facility to the User, the State does not relinquish the right to control the management and operation of the remainder of the property/facility. The Installation Commander and/or his representative may enter the property/facility at any time and on any occasion. The State also reserves the right, through its Representatives, to eject any objectionable person or persons from the said property/facility.
- C. The Installation's Environmental Management Policy applies to all personnel who enter the State's property. The User is responsible for providing a POC in writing to represent environmental compliance and is responsible for reporting any environmental hazards, accidents, risk assessments, and concerns to the Environmental Office.
- D. The Installation's Safety Policies apply to all personnel who enter the State's property. The User is responsible for providing a safety POC in writing and is responsible for reporting any hazards, accidents, risk assessments, and concerns to the Installation garrison safety officer.
- E. The User agrees to provide general liability insurance, in a form acceptable to the State, in the amount of:
  - i. \$300,000.00 for injury to any person in any single occurrence and
  - ii. \$1,000,000.00 for injury to all persons involved in such occurrence
  - iii. \$25,000.00 for property damage per occurrence

The policy shall name the Military Department of Indiana, the Adjutant General's Office, the Indiana State Armory Board, the State of Indiana, and the Indiana National Guard, their representatives, agents, and officers as additional insured parties. The policy shall provide for no less than ten (10) days advance notice of cancellation of the policy, with said notice provided directly to the FOSC. A copy of such policy detailing the coverage laid out above shall be attached hereto and made a part hereof as Exhibit "B."

- F. The User shall not damage or deface said property/facility and shall not permit the said property/facility to be in any manner injured. The User shall be responsible for all damage to the property/facility caused by it or by persons permitted to enter the property/facility for the purpose of this Occupancy Agreement. The User also assumes full responsibility for the character, acts, and conduct of all persons admitted to the property/facility under this Agreement.

- G. Any Occupancy Agreement involving alcoholic beverages requires an Alcoholic Beverage Commission Permit (temporary permit for an individual renting the property/facility or an off-premises permit for a licensed caterer) and proof of sufficient insurance coverage to protect the liability of the State (such determination shall be made by the Adjutant General's Office). The Occupancy Agreement accompanied by the Alcoholic Beverage Commission Permit and proof of insurance must be forwarded to the FOSC for approval **no less than ten (10) business days prior to the rental**. Failure to comply with this provision may constitute immediate and automatic cancellation of this Occupancy Agreement.
- H. In the event that the User terminates this Agreement less than ten (10) business days prior to the rental, or otherwise fails to appear for the rental at the agreed upon time and location, the User shall be assessed an early termination fee of fifty dollars (\$50.00). If the User fails to remit the early cancellation fee within thirty (30) business days of the invoice, the User's name and organization (if applicable) shall be placed upon a non-rental list and the User will not be permitted any other rentals or use of the State's property until or unless they are removed from the list at the sole discretion of the Installation Commander.
- I. All events scheduled on Installations are further subject to termination or rescheduling as a result of any military necessity as designated by the Installation Commander or the Adjutant General. A military necessity determination is final and conclusive, and is not subject to further appeal or review, and requires no advance notification to become effective. No penalty may be assessed or paid by the State if termination is triggered by execution of this clause.

**5. Indemnification:**

The User agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the User and/or its occupants, in the performance of this Occupancy Agreement. The State shall **not** provide such indemnification to the User or any other party.

**6. Total Rental Payment:**

Total Rental Payment consists of the following two (2) elements:

- A. The User Agrees to pay a Non-Refundable Administrative Fee to the Adjutant General's Office constituting ten percent (10%) of the total estimated cost of the Rental. The User shall be notified of the amount of the fee, which is required in order to secure the User's event on the installation calendar and is only refundable if the State cancels the event.
- B. **The 10% NON-REFUNDABLE ADMINISTRATIVE FEE (to be paid upon final approved scheduling): \$301.35**
- C. The User agrees to pay the State for rental of said military property/facility, the sum of **\$3,013.54** as established on Form350-1.

**ADMINISTRATIVE FEE PAYMENT WEBSITE:**

<https://otc.cdc.nicusa.com/Public2.aspx?portal=indiana&organization=Adjutant%20General%27s%20Office-Administrative%20Fees>

- D. **TOTAL RENTAL FEE: \$3,314.89**
- E. Facility Use Payment is to be made within 30 days of invoice date. If payment has not been received by the State within two weeks of the invoice date, State will contact the User electronically to make a final request for payment. If payment is not remitted, in full to the State at the expiration of the 30-day period, the State will cancel and suspend all current and future scheduled events. -Once all past due amounts have been received User event scheduling may resume.

IN WITNESS OF THIS AGREEMENT, the said parties have set their hands hereto on the 29 day of January 2024. This written agreement constitutes the entire agreement between the parties. It may be amended only by a written instrument signed by each of the parties.

STATE OF INDIANA: \_\_\_\_\_ USER (Print): AC Brad Arnold  
 By: \_\_\_\_\_ Sign: [Signature]  
 Sign Address: 135 S. 9th Street Noblesville IN 46060  
 Date: \_\_\_\_\_ Phone: (317) 776-6348



# ATTERBURY MUSCATATUCK

Muscatatuck Training Center  
"As Real As it Gets"

Checks Payable to: Treasurer  
of the State of Indiana

Mail to: Director of Resource  
Management

PO Box 5000  
BLDG 245 Office 109B  
Edinburgh, IN 46124-5000

Scheduling #: 317-247-3300 ex  
41777

# INVOICE # MU017-24

Company/Customer Name	Noblesville PD ESU
Unit Point of Contact	Lt. Collin Whitesell
Street Address	135 S. 9th Street
City, ST ZIP Code	Noblesville, IN 46060
Phone	(317) 922-4215
Customer Email	<a href="mailto:cwhitesell@noblesville.in.us">cwhitesell@noblesville.in.us</a>
Funding POC & Phone #	Same as above
Start Date	Wednesday, March 6, 2024
End Date	Thursday, March 7, 2024

### Training Buildings

Facility	Cost / Day	Days Req'd	Estimate
5022 Nursing Home	\$ 788.56	2	\$1,577.12
5521-5524 W. Single Story	\$ 155.00	2	\$310.00
5532-5537 E. Single Story	\$ 231.66	2	\$463.32
5070 Troop Housing	\$ 490.59	1	\$490.59
<b>Training Buildings Total</b>			<b>\$2,841.03</b>

### Training Venues

Facility	Cost / Day	Days Req'd	Estimate
<b>Training Venues Total</b>			<b>\$0.00</b>

### Personnel Estimate

Description	Cost
FUOPS-Process Request	\$64.69
CUOPS- Operational Planning/Execution	\$64.69
Exercise Coordination	\$43.13
<b>Personnel Total</b>	<b>\$172.51</b>

**Total Estimated Cost For Training \$3,013.54**

10% DEPOSIT: Payable upon Receipt of this Estimate by credit card to: <https://otc.cdc.nicusa.com/p/indiana/Adjutant%20General's%20Office-Administrative%20Fees/> **\$301.35**

**Grand Total Rental Fee: \$3,314.89**

### Non Federal Entities Funding POC

**Ms Renee Seacat, renee.seacat.nfg@army.mil, (812) 526-1596**

\* The 10% AGO Deposit is nonrefundable. The customer must pay this deposit to lock in their event. The remaining balance is due 30 days PRIOR to the training event. All payments can be made via credit card to the payment portal link listed below:

<https://otc.cdc.nicusa.com/p/indiana/Adjutant%20General's%20Office-Administrative%20Fees/>

Visa, Mastercard, and Discover Accepted

Reservations will not be made in RFMSS until the AGO Admin Fee has been paid.

\* The User Agrees to pay a Non-Refundable Administrative Fee to the Adjutant General's Office constituting ten percent (10%) of the total estimated cost of the Rental. The fee is required in order to secure the User's event on the installation calendar and is only refundable if the State/facility cancels the event.

**PURCHASE ORDER  
CITY OF NOBLESVILLE  
16 SOUTH 10TH STREET STE 270**

**INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT  
358001141**

**NOBLESVILLE IN 46060  
PHONE: 317-776-6328  
FAX: 317-776-6369**

**PURCHASE ORDER NO. 240076**

**THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE.**

**SHIP TO:**

**TO**

**VENDOR # 3186  
TREASURER OF THE STATE OF INDIANA  
PO BOX 5000  
BLDG 245  
EDINBURGH IN 46124-5000**

**ATTN:**

<b>DATE</b> 01/29/2024	<b>DEPARTMENT</b> POLICE	<b>SHIP TO ARRIVE BY</b>				
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
101004385.100	1.0		OCCUPANCY AGREEMENT FOR ESU TEAM		3314.89	3314.89

<b>SHIP VIA</b>	<b>TOTAL</b>
	<b>3314.89</b>

**SHIPPING INSTRUCTIONS**

- \* SHIP PREPAID
- \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

**PAYMENT**

- \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY \_\_\_\_\_  
TITLE \_\_\_\_\_ CONTROLLER \_\_\_\_\_

**ORIGINAL - VENDOR'S COPY**



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 2/27/2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Muscatatuck Urban Training Center 3186

Vendor Address: PO Box 5000, BLDG 245, Office 109B, Edinburgh, IN. 46124-5000

Brief description of purchase: Occupancy Agreement for ESU Team Training

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	101
Department #	004
Project # (N/A if no project #)	N/A
Expense Object #	Amount
#1	365.100 \$ 3,314.89
#2	
#3	

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

Brad Arnold

(Signature)

Brad Arnold

(Printed Name)

1/29/24

(Date)

Please email completed form to [QFABudget@noblesville.in.us](mailto:QFABudget@noblesville.in.us)

**FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY**

**OFA Action Taken**

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 240076

OFA Signature [Signature]

- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments:

Initials: CM Date: 1/29/24