



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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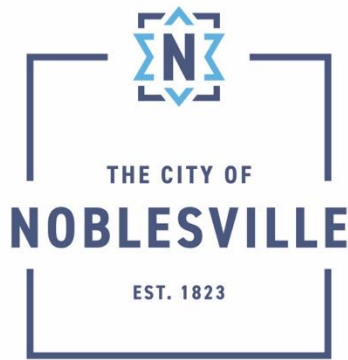
**MEETING DATE:** April 23, 2024

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

**ITEM #:** 6

**INITIATED BY:** Jamie Aloisio

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



**TO:** Noblesville Board of Public Works and Safety  
**FROM:** Jamie Aloisio, Deputy Chief – Professional Standards  
**SUBJECT:** Board to Consider Services Agreement with Indiana Testing, INC. for Random Drug & Alcohol Testing of the Members of the Noblesville Police Department  
**DATE:** February 27, 2024

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The Noblesville Police Department is seeking BOW approval to enter into a services agreement with Indiana Testing, INC. (ITI) for the purposes of conducting random testing on our members periodically and routinely for Drug and Alcohol use at the workplace. The critical mission of law enforcement establishes a compelling need to maintain a drug-free work environment. Employees who engage in unauthorized use of controlled substances and drugs risk the safety of the community they serve, that of their coworkers, and their own safety. Further, the misuse of drugs and alcohol by our members would undermine the integrity of the department and the trust of our citizens.

It is for these fundamental reasons that the Noblesville Police Department now requests your consideration in approving this agreement. Attached with this document is the corresponding services agreement for your review (Exhibit A). Maximum cost expectations have been built into the 2024 operating budget of the police department.

**I recommend the Board of Public Works approve the purchase request with Indiana Testing, INC.**



## SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Indiana Testing INC. (ITI)**, (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

### SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate January 1, 2026, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed \$5,500.

## SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.  
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records: Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 “Works” means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor’s possession or control. Any

loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than thirty (30) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):
- |  |  |
|--|--|
| To Contractor:<br>Indiana Testing INC.<br>881 Girls School Road<br>Indianapolis, IN. 46231 | To City:<br>City of Noblesville<br>Attn: Asst. Chief of Police<br>135 S. 9 <sup>th</sup> Street<br>Noblesville, IN 46060 |
|  | <i>Courtesy Copy:</i><br>City Attorney<br>16 S. 10 <sup>th</sup> Street<br>Noblesville, IN 46060                         |
- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 5.13 Conflict of Interest.
- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws: Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City’s delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City’s rights or remedies.



- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Indiana Testing, INC. ("Contractor")

Signed By: Brendan Williams

Date: 3-27-24

Printed: Brendan Williams

Title: OWNER & CEO

City of Noblesville

Signed By: Brad Arnold

Date: 4/4/2024

Printed: Brad Arnold

Title: ASST. Chief of Police

**Exhibit A**



**ITI**

**881 South Girls School Road  
Indianapolis, IN 46231  
317-271-2611 800-295-2587**

[www.itihq.com](http://www.itihq.com)

## **SERVICE AGREEMENT FOR DRUG AND ALCOHOL TESTING SERVICES**

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This agreement made between **INDIANA TESTING, INC.**, located at 881 South Girls School Road, Indianapolis, IN, 46231, hereinafter referred to as **PROVIDER**, and **NOBLESVILLE POLICE DEPARTMENT**, located at 135 SOUTH 9TH STREET, NOBLESVILLE, IN 46060, hereinafter referred to as **COMPANY**, on this date of **January 1, 2024**, shall hereafter be referred to as the execution date of this agreement. This agreement shall be in effect for a two-year period up to **January 1, 2026**. However, the agreement shall automatically renew for an additional one-year period at the end of each year unless either party has given written notice of intent to change the terms of the agreement no less than (60) days prior to the renewal date.

WHEREAS **PROVIDER** will provide drug and alcohol testing along with support to help better **COMPANY'S** environment. **COMPANY** will have a policy for drug and alcohol abuse and will call the **PROVIDER** for any services needed in testing.

In consideration of the mutual covenants and promises to set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

Both parties recognize that federal, state, and local laws will apply to the services covered herein. Both parties agree to assure to the best of their ability that services provided are rendered according to all applicable laws and regulations.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

### **SCOPE OF SERVICES**

Alcohol tests are tests performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BAT) trained and certified by the Drug and Alcohol Testing Training Institute (DATT) to perform such testing.

Drug tests are tests performed using chain of custody collection and handling procedures, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) for review and reporting of test results.

## **PROVIDER RESPONSIBILITIES**

**PROVIDER** will maintain facilities and personnel adequate to the performance of services agreed upon to be provided to **COMPANY**. **PROVIDER** will maintain trained and certified personnel qualified to perform services provided. All records are confidential and shall not be revealed by **PROVIDER** without the prior written expressed consent of **COMPANY**.

**PROVIDER** will maintain and secure location with controlled access to all dated records, information, and notifications identified by individual for specific information and records for minimum time periods according to the schedule following, and as applicably related to services provided by **PROVIDER** to **COMPANY**:

### **Five Years**

- Alcohol tests  $\geq 0.04$ , non-negative drug tests, refusals to test, including alcohol form/drug custody and control form and MRO documentation as applicable
- Medical explanations of why a specimen was not provided
- Documentation for EBTs
- Substance Abuse Professional evaluations

### **Two years**

- Supervisory training/BAT and drug screen collector training certification
- Random testing
- Agreements: testing, laboratory, MRO, consortium
- Negative or canceled drug test results

**PROVIDER** will not release a test result to anyone unless the **COMPANY** has given us that person as a contact for results.

## **COMPANY RESPONSIBILITIES**

**COMPANY** will provide **PROVIDER** with updates on their drug and alcohol policies.

**COMPANY** will designate a representative and an alternate to whom the **PROVIDER** can report drug test results and discuss or report other information.

**COMPANY** agrees to pay for additional costs and charges related to such information requests or additional testing performed.

**COMPANY** acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **COMPANY** representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

## **ASSIGNED RESPONSIBILITIES**

**COMPANY** and **PROVIDER** agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services     **COMPANY**         **Provider**     Not Applicable

Selection/provision of drug testing collections     **COMPANY**         **Provider**     Not Applicable

Selection/provision of testing laboratory services     **COMPANY**         **Provider**     Not Applicable

Random selection for drug and/or alcohol testing     **COMPANY**         **Provider**     Not Applicable

**FEES AND PAYMENT**

**FEES:**

Fees for services provided by **PROVIDER** to **COMPANY** will be in accordance with the **Fees Schedule** hereby incorporated by attachment into this agreement.

**TERMS:**

Fees for services provided by **PROVIDER** to **COMPANY** will be in accordance with the **Fee Schedule** hereby incorporated below. Invoices will be sent as services are rendered. Statements will be sent monthly. **Invoices are due NET 30 from the date of the invoice.**

The **COMPANY** agrees to make payment to **PROVIDER** for all amounts owed under this agreement. Any amount unpaid after 30 days shall accrue interest at the rate of 18% APR per year or a minimum of \$28.00 finance charge per month. In addition, if **PROVIDER** refers any unpaid balance to an attorney for collections, a \$150.00 administrative collection fee will be added to the account to compensate **PROVIDER** for the time and expense involved in the collection process, and **PROVIDER** shall be entitled to recover all other costs of collection along with reasonable attorney fees, court costs and service fees. Any lawsuit filed to enforce this agreement shall be venued in any small claims court or superior court in Marion County, State of Indiana.

**EARLY CONTRACT CANCELLATION**

The **PROVIDER** shall be entitled to recover its fees for all services not yet rendered, that are covered by this contract and due by the **COMPANY** if **COMPANY** seeks to cancel the terms of this agreement prior to the contract expiration date. The **COMPANY** is under obligation to provide compensation for services, outlined in this agreement due **PROVIDER** by the terms of this contract. Other fees are computed based on the average number of tests (pre-employment, random, and breath alcohol tests) that are performed each calendar year by the **COMPANY**. An Early Termination Fee is appropriate in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties. In the event of early termination of the agreement by the **COMPANY**, **PROVIDER** shall recover as liquidated damages an amount equal to **PROVIDER'S** Net Profit for the remaining term of the Agreement to the **COMPANY'S** Notice of Early Termination computed on the average number of tests, as defined above, multiplied by the months remaining under the terms of this Agreement, and that sum shall be payable to **PROVIDER**. Such Early Termination damages are agreed to be **PROVIDER'S** liquidated damages and not as penalty.

### **INDEPENDENT CONTRACTORS**

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

### **RESPONSIBILITY FOR COMPANY POLICY AND PROGRAM**

The parties understand and agree that **PROVIDER** does not make any employer decisions or recommendations for employer such as hiring of applicants, termination, discipline, or retention of any employee or former employee, and that **COMPANY** has sole responsibility for all such decisions. **PROVIDER** shall not be responsible for any damages resulting from acts or omissions of the **COMPANY** under the **COMPANY'S** substance abuse policy.

### **FORCE MAJEURE**

In no event shall **PROVIDER** have any responsibility or liability to **COMPANY** for any failure or delay in performance by **PROVIDER**, which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of **PROVIDER**. Such causes and circumstances shall include but are not limited to acts of God, acts of **COMPANY**, acts, rules or regulations, or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **PROVIDER'S** reasonable control.

### **WAIVER**

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

### **INDEMNIFICATION**



**COMPANY** shall indemnify, defend and hold harmless **PROVIDER, PROVIDER'S** directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **COMPANY**, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **PROVIDER** under this agreement, related to negligent, fraudulent, or illegal action or omission of **COMPANY** or **COMPANY'S** representatives.

## **GOVERNING LAW**

The provisions of the Agreement shall be construed, interpreted, and governed by the substantive laws of the State of Indiana, including all matters of construction, validity, and performance, but without giving effect to Indiana choice-of-law or conflict-of-law principles.

## **ENTIRE AGREEMENT**

This agreement represents the entire agreement between the **PROVIDER** and **COMPANY**. This agreement supersedes all prior agreements, understandings, negotiations, and discussions, written or oral, and can be modified by a written document or addendum by the **PROVIDER**.

## **FEES SCHEDULE**

### **Bundled Prices for Services**

**BUNDLED PRICES** for alcohol tests include both screening and confirmation tests.  
**BUNDLED PRICES** for drug tests include laboratory testing and MRO negative review.

**COMPANY** agrees to pay **PROVIDER \$58.00** per DOT/NON-DOT Urine Drug Test.  
(Pre-Employment, Random, Post-Accident, Follow-Up, Reasonable Cause)

**COMPANY** agrees to pay **PROVIDER \$48.00** per Breath Alcohol Test (BAT).  
(Pre-Employment, Random, Post-Accident, Follow-Up, Reasonable Cause)

**COMPANY** agrees to pay **PROVIDER \$30.00** per Non-Negative MRO Review.

**COMPANY** agrees to pay **PROVIDER \$25.00** per NON-ITI MRO Result.  
(This charge relates to entering in results that come from a NON-ITI MRO and reporting them to the company.)

### **Below fee schedule reflects COMPANY performing their own collections:**

**COMPANY** agrees to pay **PROVIDER \$45.00** per DOT Urine Drug Test.  
(Pre-Employment, Random, Post-Accident, Follow-Up, Reasonable Cause)

**COMPANY** agrees to pay **PROVIDER \$25.00** per Saliva Screening Test (SST).  
(Pre-Employment, Random, Post-Accident, Follow-Up, Reasonable Cause)

**COMPANY** agrees to pay **PROVIDER \$45.00** per NON-DOT Urine Drug Test.  
(Pre-Employment, Random, Post-Accident, Follow-Up, Reasonable Cause)

**COMPANY** agrees to pay **PROVIDER \$30.00** per Non-Negative MRO Review.

**PROGRAM MANAGEMENT FEES**

**COMPANY** agrees to pay **PROVIDER** the below fees. **A one-time setup fee based** upon the amount of participants listed below will be due upon setup. This includes initial pool setup, initial clinic setup, supply orders and administrative tasks.

1-50 participants	\$99.00
51-99 participants	\$159.00
100 + participants	\$199.00

***PROVIDER** will automatically bill **COMPANY** a reoccurring annual fee each year thereafter on January 1, for \$99.00, for yearly program management.*

**NOBLESVILLE POLICE DEPARTMENT, requests a paper copy of DOT Drug and Alcohol Policy Binder for \$125.**

Yes \_\_\_\_\_ No \_\_\_\_\_

**NOBLESVILLE POLICE DEPARTMENT, requests a Results Binder for \$35.**

Yes \_\_\_\_\_ No \_\_\_\_\_

**There is a \$30.00 fee assessed for on-site collection testing (per trip regardless of how many tests). There is a \$15.00 fee assessed for outside collection sites per test.** In any event, where a clinic, hospital, or other agency procures a urine test collection or another service on behalf of **ITI** and the charges exceed the amount of \$25.00 for a urine test or \$30.00 for a Breath Alcohol test, **COMPANY** will be responsible for compensating **ITI** for any additional charges incurred. Additional fees can/will be assessed when shy bladders or direct observation is required.



**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

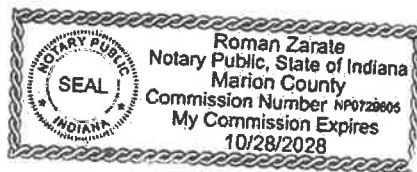
The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Indiana Testing Inc  
By (Written Signature): Brendan Williams  
(Printed Name): Brendan Williams  
(Title): owner

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Indiana  
COUNTY OF Marion

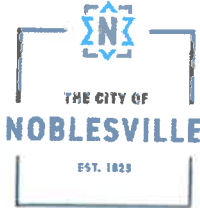
SS:



2024 Subscribed and sworn to before me this 29 day of January,

My commission expires: 10-28-28 (Signed) R. Zarate

a. Residing in Marion County, State of Indiana



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 4/23/2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Indiana Testing INC.

<sup>SOLD</sup> Vendor Address: 881 Girls School Rd., Indianapolis, IN. 46231

Brief description of purchase: Drug and Alcohol Testing Services

**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 # (NA if no project #)	N/A	
	Expense Object #	Amount
#1	315.100	\$ 5,500.00
#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

(Signature)

Brad Arnold

(Printed Name)

4/4/24

(Date)

Please email completed form to [OFAbudget@noblesville.in.us](mailto:OFAbudget@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)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 240175

OFA Signature

Comments: \_\_\_\_\_

Initials: HT

Date: 4/5/24

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

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT  
356001141

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

**PURCHASE ORDER NO. 240175**

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

SHIP TO:

TO VENDOR # 506  
INDIANA TESTING INC  
881 S GIRLS SCHOOL ROAD  
INDIANAPOLIS IN 46231-1133

ATTN:

DATE 04/05/2024	DEPARTMENT POLICE	SHIP TO ARRIVE BY				
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101004315.100	1.0		DRUG & ALCOHOL TESTING SERVICES		5500.00	5500.00

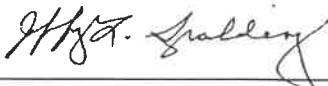
SHIP VIA	TOTAL
	5500.00

**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 \_\_\_\_\_

