

MEMORANDUM OF UNDERSTANDING

BETWEEN

BROWN COUNTY COMMISSIONERS and the BROWN COUNTY MUSIC CENTER

WHEREAS, Brown County Commissioners (hereinafter referred to as the "COUNTY") and the Brown County Music Center (hereinafter referred to as the "BCMC") desire to enter into an agreement to use the BCMC for various County office spaces, public meetings and hearing.

WHEREAS, the COUNTY lacks a meeting/hearing room large enough to allow adequate social distancing,

And WHEREAS, the COUNTY office buildings and employee spaces continue to have restricted public access due to coronavirus health and safety concerns,

WHEREAS, it is in the best interest of the local community to be able to provide in-person access to certain public meetings, court hearings, other county government services and health support services and functions,

WHEREAS, it is in the best interests of local community that such collaboration be encouraged.

NOW, THEREFORE, in consideration of the mutual convenience herein contained, the parties agree as follows:

1. **Services Provided by BCMC.** During the term of this Agreement, the BCMC will *provide meeting and office spaces* that promote social distancing for purposes including but not limited to:

HEALTH DEPARTMENT:

ISDH COVID Testing Site,
County COVID Testing Site,
Vaccination Clinic,
Nursing Offices,
Environmental Health Trainings,
Serve-Safe Food Manager Trainings,
Terrorism Trainings in conjunction w/ Homeland Security Cyber-Infrastructure

COURT:

All Jury Trails

ELECTION RELATED:

Absentee/Early Vote Center/Election Day precinct election site

COUNTY BOARD MEETINGS:

County Commissioners,
County Council,
Redevelopment Commission,

Area Plan Commission,
Board of Zoning Appeals,
Election Board,
Convention and Visitors Commission,
Public Hearings,

OTHER MEETINGS/FUNCTIONS:

Indiana Department of Child Services Trainings
Prosecutor IV-D Trainings
Property Tax Sale (10/14/2020)

2. **Services provided by County.** During the term of this Agreement, the County will provide funding equivalent to the interest only portion of the mortgage payment, plus utilities. Additionally, the County will provide and install the necessary technology and services to support County functions. The County will provide regular cleaning and sanitizing of the facility during its use, as well as trash pick-up.
3. **Liaison and Reporting.** The Brown County Commissioners and BCMC Executive Director agree to act as official liaisons, and together with the County Circuit Court Judge, and the Public Health Coordinator will provide input concerning calendar scheduling.
4. **Term: Renewal.** The initial agreement shall be effective August 1, 2020 through December 31, 2020, and may be extended due to continued declared public health emergency conditions.
5. **Compensation.** \$239,000 for the initial term of the agreement, contingent upon available grants and other funding.
6. **Insurance: General Liability.** Upon execution of this Agreement, and prior to the County commencing any work or services with regard to the Brown County Music Center, the County shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the County shall provide the Brown County Music Center with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Brown County Music Center as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Brown County Music Center. The coverage available to the Brown County Music Center, as Additional Insured, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate, \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work

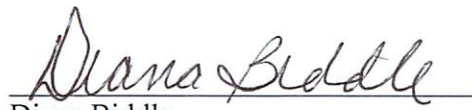
performed by County. All coverage shall be placed with an insurance company duly admitted in the State of Indiana and shall be reasonably acceptable to Brown County Music Center. All County insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

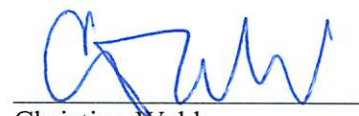
7. The insurance coverage required under paragraph ____ shall be of sufficient type, scope, and duration to ensure coverage for the Brown County Music Center or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Brown County Music Center or Owner in relation to the Project. County agrees to maintain the above insurance for the benefit of Brown County Music Center and Owner for a period of ten years, or the expiration of the Statute of Limitations, whichever is later.
8. Each Certificate of Insurance shall provide that the insurer must give the Brown County Music Center at least 30 days' prior written notice of cancellation and termination of the Brown County Music Center's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the County shall supply the Brown County Music Center with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Brown County Music Center and Owner as set forth above.
9. Additionally, and prior to commencement of the Work, the County shall provide the Brown County Music Center with a Certificate of Insurance showing liability insurance coverage for the County and any employees, agents of the County for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Brown County Music Center. Coverages shall be no less than the following;
 - a. **Workers' Compensation and Employers' Liability Insurance:** As required by law and affording thirty (30) days written notice to Brown County Music Center prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.
 - b. **Business Auto Liability Insurance:** Written in the amount of not less than \$1,000,000 each accident.
 - c. **Commercial Umbrella Coverage:** \$4,000,000 per occurrence on a primary/noncontributory basis.

10. **Waiver of Subrogation:** County shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Brown County Music Center and Owner with respect to Losses arising out of or in connection with the Work.

11. **Insurance: Indemnification:** The Work performed by the County shall be at the risk of the County exclusively. To the fullest extent permitted by law, County shall indemnify, defend (at County's sole expense) and hold harmless Brown County Music Center, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by County or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of County, its employees, or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. County shall not be obligated to indemnify and defend Brown County Music Center or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. County's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the day and year first written above.


Diana Biddle
County Commissioner, Acting President


Christian Webb
Executive Director, BCMC

ATTACHMENTS:

1. Certificates of Insurance