



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_12_21_2022

Wednesday, December 21, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, December 21, 2022 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes - November 16, 2022

Documents: [Minutes - November 16, 2022](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

City of Westfield - 2023 Personnel Policy, Procedures & Benefits Manual Update

Documents: [Final Draft 2023 Personnel Policies](#) | [Final Redline Draft 2023 Personnel Policies](#) | [2023 Summary of Policy Changes](#)

Action Item #3:

City of Westfield & Westtec Land Acquisitions, LLC – Settlement Agreement

Documents: [Westtec Road Impact Fee Agreement](#) | [Westtec Settlement Agreement](#)

Action Item #4:

City of Westfield & A&F Engineering – 2023 On-Call Contract

Documents: [2023 A&F Engineering Annual Contract](#)

Action Item #5:

City of Westfield & Stantec/Cardno – Contract Assignment Letter

Documents: [Assignment Letter - Westfield Boulevard Connector](#)

Action Item #6:

City of Westfield & Christopher B. Burke Engineering – On-Call Stormwater Services Professional Services Proposal

Documents: [2023 MS4 On Call Contract](#)

Action Item #7:

City of Westfield & H&N Outdoor Services – Contract for Goods & Services – Snow Removal – 2022-2025

Documents: [H&N Contract for Goods & Services](#)

Action Item #8:

City of Westfield & Practical Property Group – Contract for Goods & Services – Snow Removal – 2022-2025

Documents: [PPG Goods & Services Contract](#)

Action Item #9:

Westfield Fire Department & Med-Bill Corporation – Billing Service Agreement

Documents: [WFD Med-Bill Contract](#)

Action Item #10:

City of Westfield & USI Consultants – Professional Services Contract – 181st Street & Wheeler Road RAB

Documents: [USI Consultants 181st & Wheeler Road RAB Agreement](#)

Action Item #11:

City of Westfield & Coronado Development Corporation – Sycamore Glen Development Agreement

Documents: [Sycamore Glen Development Agreement](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Permit Approval

Action Item #12:

Encroachment Permit: Duke Energy – 2536 E. 166th Street– Pole Replacement

Documents: [Duke Energy - Encroachment Application - Pole Replacement](#) | [Duke Work Plan](#)

Action Item #13:

Encroachment Permit: Duke Energy – 18019 Joliet Road– Pole Replacement

Documents: [Duke Energy - Encroachment App - Joliet Road](#) | [Duke Energy - Joliet Road Work Plan](#)

Consent Agenda

Approval of 2023 Board of Public Works & Safety Meeting Schedule

Documents: [2023 Meeting Schedule](#)

December Bond Information

Documents: [December Bond List](#)

Department Reports

Fire

Documents: [WFD November Report](#)

Police

Documents: [WPD November Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY NOVEMBER 16, 2022

The Westfield Board of Public Works and Safety met on November 16, 2022, at the Westfield City Hall Assembly Room. Present were, Jim Ake, Larry Clarino, Mayor Cook, Kim Strang, and Chou-il Lee.

Jim Ake called the meeting to order at 1:00 PM

CHANGES IN AGENDA

Agenda item #2 pulled from the agenda

AGENDA ITEMS:

Action Item #1: Approval of Minutes from October 26, 2022

Larry Clarino made the motion to approve the minutes. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: 2023 Personnel Policy, Procedures, & Benefits Manual Update

Item pulled from agenda

Action Item #3: City of Westfield & West Fork Whiskey Real Estate JV, LLC-Acceptance of west Fork Whiskey Drainage Easement

Johnathon Nail presented stating that they had worked with the developer to provide an off-site storm sewer system that would allow for a future roundabout that would be in the right-of-way area. As part of the developer agreement, West Fork would agree to dedicate (at no cost) a drainage easement in this area. The area has no value to the development but would be extremely valuable for potential stormwater detention.

There was discussion.

Mayor Cook made the motion to approve the acceptance of the drainage easement. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

QUOTES

Action Item #4: Request for Approval to Purchase Furniture for New Fire Station-Sourcewell Cooperative Purchase Agreement

Rob Gaylor presented stating this is a quote to provide the furniture for the new fire station in the amount of \$147,780.43.

Jim Ake made the motion to approve the purchase. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #5: City of Westfield & SHI -Three-Year Software Agreement

Chris Larsen presented stating this is a three-year software agreement, that would lock in the price for a product called Varonis. The software helps the IT department understand what goes on with their file systems and the permissions. Mr. Larsen explained in detail what the software does.

Mayor Cook made the motion to approve the agreement. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

PERMIT APPROVAL

Action Item #6: Encroach Permit: Duke Energy-14828 Oak Ridge Road-Pole Replacement

Adam Essex stated this for an aerial pole/facilities replacement on Oakridge south of Greyhound Pass. Duke was asked to do a cost analysis for underground placement which was estimated at \$143,000 compared to \$8,800 to replace with a better-conditioned pole at the back of the right-of-way.

Jim Ake made the motion to approve the encroachment permit. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

196th Street Reconstruction Title Sheet November Bond Information

Jim Ake made the motion to approve the consent agenda. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

Jim Ake made the motion to adjourn Mayor Cook seconded.
The meeting was adjourned at 1:27 PM



CITY OF

Westfield

INDIANA

PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL

2023

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1.00 STATEMENT OF PURPOSE

1.01 Mission Statement and Strategic Habits

Enhancing **Quality of Life** through exceptional **Service, Integrity & Commitment.** The core values of the City of Westfield are: Team Commitment, Safety, Service Excellence, Fiscal Efficiency and Innovation.

1.02 Personnel Philosophy

The personnel policies of the City of Westfield, including pay policies and benefit programs, reflect the City's philosophy that the City shall be a fair and just employer. The purpose of both direct and indirect compensation programs is the recognition of the value that the City places upon its individual employees. The City employees are integral and valuable assets crucial to the completion of the vision of the City.

Seeing that the City's personnel policies and programs are effectively carried out is one of the major responsibilities of supervisors. The Chief of Staff assists direct supervisors in meeting this responsibility.

1.03 General Policy & Procedures Considerations

It is the policy of the City of Westfield to set forth a listing of policies and procedures in order that all City employees and applicants have reasonable assurance that all policies and procedures shall be pursued in a uniform, consistent, and equitable manner. The Board of Public Works and Safety of Westfield approves these policies and procedures. The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures within the various departments within the City. However, any instances that are superseded must be brought to the attention of the Chief of Staff of the City for approval prior to implementation.

It shall be the responsibility of the Chief of Staff to interpret these policies and procedures, and to ensure that they are administered in a consistent and impartial manner.

Personnel policies and procedures are subject to modification and revision to meet the changing needs of both management and the work force as new conditions arise during the continuing growth and complexity associated with the City's future.

Additions, modifications, and deletions to this manual must be **approved** by a resolution of the Board of Public Works and Safety of Westfield and issued by the Chief of Staff.

This is an employment policy guideline and should not be considered a contract of employment. This manual is not a contract, express or implied, guaranteeing employment for any specific duration or limiting the reasons or procedures for termination or modification of the employment relationship. Unless otherwise agreed to in a collective bargaining agreement, a written contract, or by law, the employment of each employee is terminable at will by either the employee or the City at any time, for any reason, with or without cause or notice. Any agreement

1.00 STATEMENT OF PURPOSE

concerning an employee's employment with the City shall not be enforceable unless it is in a formal written agreement and signed by the employee and the Chief of Staff of the City or the Mayor of the City. The City reserves the right and full discretion to modify this manual and the policies contained within it at any time, with or without notice.

1.04 Public Safety Departments Policy & Procedures Considerations

The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures defined for the Public Safety Departments. Fire and police professional employees working in these areas should consult with their Fire Chief or Police Chief regarding any differences in policy content or procedures. Additionally, the Chief of Staff of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

Remainder of page left blank intentionally.

2.00 RECRUITMENT, SELECTION & HIRING

2.01 Statement of Policy

It shall be the policy of the City of Westfield to recruit and select qualified persons for the positions in the City's service. Recruitment, selection, and placement shall be conducted to ensure fair hiring practices, provide equal employment opportunity, and to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected basis, as provided by law.

Except where otherwise prohibited by contract or collective bargaining agreement, supervision reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time. This includes working on special projects and/or assignments to other work divisions as necessary.

2.02 Equal Employment Opportunity (EEO) Statement

The City of Westfield is committed to maintaining an environment free of discrimination and inappropriate conduct. The City expects its employees to strictly observe the following policies in the workplace itself and in other work-related settings such as business trips and business-related social events. Failure to do so will result in disciplinary action, up to and including termination of employment.

1. Discrimination

The City of Westfield is an equal opportunity employer. The City believes in the dignity and the worth of every individual. The City will not discriminate against or favor any employee or applicant, or make any decision or take any action, because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category, as provided by law. The City also prohibits any discrimination or demeaning language, characterization or conduct by its employees that may harass, intimidate, insult, or ridicule another person because of their race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category as provided by law.

While it is impossible to list all types of such harassment, they include:

- verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or group for any of these reasons,
- epithets, slurs, or negative stereotyping related to any of these reasons,
- threatening, intimidating, or hostile verbal or physical acts toward an individual or group that relate to any of these reasons, or
- written or graphic material that denigrates or shows hostility or aversion toward any individual or group for any of these reasons.

2.00 RECRUITMENT, SELECTION & HIRING

2. Sexual Harassment Policy

The City prohibits sexual harassment of its employees by other employees or non-employees who conduct business with the City. We hold our managers and supervisors responsible for maintaining work environments free from any form of sexual harassment. The City further believes that prevention is the best method of eliminating sexual harassment. Therefore, the City charges managers and supervisors with the responsibility of taking all steps necessary to prevent sexual harassment from occurring. This would include, but not be limited to, affirmatively raising the subject when necessary, expressing strong disapproval of sexual harassment, and informing employees of their rights under this policy. Violations of this policy may be cause for disciplinary action, up to and including termination. While it is impossible to list all types of sexual harassment, they include unwelcome or unwanted:

- sexual advances, sexual flirtations, and requests for sexual favors,
- verbal, visual, or physical conduct of a sexual nature,
- offensive sexual remarks, innuendoes or jokes,
- unwelcome leering, whistling, or obscene gestures,
- display of sexually suggestive objects or pictures,
- sexually degrading words used to describe an individual,
- sexually suggestive or offensive dress,
- when (1) submission to such conduct is explicitly or implicitly a condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions, or (3) such conduct unreasonably interferes with an individual's job performance, or (4) such conduct creates an unwelcome, intimidating, hostile, abusive, or offensive working environment.

The prohibition on sexual harassment applies to persons of the same or opposite sex, as required by applicable federal, state, or local law.

3. Harassment

The City is committed to providing a workplace free of inappropriate treatment of any employee because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other category protected under federal, state or local law.

The City is committed to protecting employees from inappropriate conduct whether from other employees or non-employees such as vendors, suppliers or members of the public. Examples of inappropriate conduct may include, among other things:

- Slurs, stereotyping, threatening, intimidating or hostile acts that relate to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status; and
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status.

2.00 RECRUITMENT, SELECTION & HIRING

4. Complaint Process

The City supports and encourages reporting of all incidents of discrimination or sexual harassment, regardless of who the offender may be. If you experience unlawful discrimination or harassment, or observe such conduct, you should promptly report the matter to your immediate supervisor. If, however, you believe that it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it to your Department Head, a member of the Human Resources Department, the City's Chief of Staff, or to the City Council President (in case the report is about the Chief of Staff).

Your complaint will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. The City strongly disapproves of discrimination or harassment and will take appropriate corrective action to end such conduct, including but not limited to discharge of any person who engages in such conduct.

5. No-Retaliation Policy

It is against City policy to retaliate against any employee for filing a complaint, reporting, cooperating in the investigation, or offering evidence of a violation of this policy. Any person who takes such retaliatory action shall be subject to disciplinary action, up to and including termination.

However, an individual's personal and professional life may be seriously damaged by a false complaint of unlawful discrimination or harassment. Therefore, if after thoroughly investigating any complaint of harassment or discrimination, the City determines that an employee has knowingly provided false, exaggerated or embellished information regarding the complaint, disciplinary action may be taken against that individual.

2.03 Americans with Disabilities Act (ADA)

The City of Westfield, pursuant to and in accordance with the Americans with Disabilities Act (ADA) specifically Title I of the "ADA", shall not discriminate against a qualified individual with a disability because of the disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment, (42 U.S.C. Sec. 12113, as amended from time to time.) Additionally, no qualified individual with a disability may, on the basis of disability, be subjected to discrimination in employment under any service, program or activity conducted by the City (56 Fed. Reg. 35719, as amended from time to time).

Any employee who believes they may need a reasonable accommodation to perform the essential functions of their job should contact their supervisor or the Human Resources Department.

No qualified applicant or employee shall be refused employment or discriminated against because of such person's need for a reasonable accommodation for a known physical or mental disability as required under the ADA unless such accommodation causes undue hardship, as defined by law, to the City of Westfield.

The City further stresses that any applicant may request any needed accommodation to participate in the application process, e.g. accommodation for a test, job interview or job demonstration.

During the application process, applicants may be subjected to various tests which are job-related and consistent with business necessity and not intended to discriminate against applicants.

2.00 RECRUITMENT, SELECTION & HIRING

Therefore, if an applicant is in need of an accommodation to perform such tests, then this should be brought to the attention of the City.

The City of Westfield, pursuant to and in accordance with Title VI of the ADA, also provides reasonable accommodations to assist members of the public in attending any public meeting of the City. Such individuals are to contact the City of Westfield Communication Department at (317) 804-3004 or the City Clerk Office at 317-804-3026 at least one week before the meeting.

2.04 Open-Door Policy

It is the City's policy to encourage employees to communicate with their supervisors concerning work-related problems. If an employee has a work-related problem, the employee should bring it to the attention of their Department Head, another member of the City's management, or the Human Resources Department. The City will take the appropriate steps, if any, to investigate and resolve the problem.

2.05 Responsibility for Recruitment

Recruitment of candidates for specific departmental openings will be the responsibility of the Department Head of that function. All posting decisions will be made jointly by the Department Head and the Human Resources Department. Responsibility for the recruitment hiring of department heads and the Chief of Staff is the sole responsibility of the Mayor.

2.06 Qualification and Selection

The City of Westfield may screen applicants for a position using some or all of the following criteria except where said criteria cannot be shown to be job related.

- Prior job-related work experience
- Aptitude for the job
- Knowledge, education, skills, and abilities
- Physical requirements for the job
- Work history
- Special qualifications, licenses, or certifications required for the job
- Personal and work-related references

In the development of selection criteria, the Department Head and Chief of Staff may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.00 RECRUITMENT, SELECTION & HIRING

2.07 Drug and Alcohol-Free Workplace

The City of Westfield is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We have established a drug and alcohol-free workplace program that balances our respect for individuals with the need to maintain a drug and alcohol-free environment.

The City of Westfield will enforce any federal or state laws ensuring that all City employees are not impaired by a controlled substance while performing their duties. Therefore, the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited:

- 1) At any City site or property owned by the City of Westfield;
- 2) At any assigned workplace, at any time; and
- 3) While on duty or in the performance of duties of the City of Westfield, whether they be on-site or off-site.
- 4) Violation of this prohibition will be grounds for swift and immediate action up to and/or including immediate termination

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of their job. If the use of the medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to notify their supervisor and use appropriate personnel procedures (e.g., call in sick, or use other leave) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken.

The City may conduct drug and/or alcohol testing under any of the following circumstances:

- **PRE-EMPLOYMENT:** The City will conduct pre-employment drug testing for those employees that will hold a **safety-sensitive position and as otherwise required or permitted by law**. An employment offer will be withdrawn if an applicant fails the drug test.
- **REASONABLE SUSPICION:** The City may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol, unusual conduct that suggests impairment or influence of drugs or alcohol, negative performance patterns or excessive and unexplained absenteeism or tardiness.
- **RANDOM DRUG TESTING:** The City conducts random drug testing for those who hold a safety-sensitive position and as otherwise required or permitted by law.
- **POST-ACCIDENT TESTING:** The City conducts post-accident drug and alcohol testing as further described in this policy.

2.00 RECRUITMENT, SELECTION & HIRING

The following actions may be taken by the City if an employee has a confirmed positive test:

- 1) Discipline up to and including termination
- 2) Treatment
- 3) Referral to EAP (Employee Assistance Program)

Drug Testing Procedures:

Any drug test given to an employee will be in accordance with the following procedures:

- The employee will be tested immediately before, during or after a work period.
- The City shall pay costs associated with the test.
- The City will provide transportation for the employee if the test is conducted at a location other than the workplace.
- The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- Any test shall be conducted with regard to privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.

Any sample will be labeled in a manner that reasonably prevents the possibility of mistaken identification. Refusal to submit to a drug test will result in termination of employment.

US Department of Transportation (US DOT)

In 1988 the US Department of Transportation prescribed regulations that require employers to implement comprehensive alcohol and drug testing programs for safety sensitive employees in the road industries. In 1991, the federal government implemented new regulations extending such programs to individuals who drive trucks. As a requirement to operate certain equipment for the City of Westfield, the City requires certain employees to possess a CDL driver's license. The City of Westfield must implement the alcohol and drug testing requirements set forth by the US Department of Transportation and the State of Indiana. Failure to comply with any facets of the program will be grounds for immediate termination.

1) Drug Screening

To ensure a safe environment for its employees and for the public, the Westfield Town Council passed Resolution 96-1. This resolution provides compliance with the rules of the US Department of Transportation.

Drug screening will be a mandatory part of the initial physical required for employment and random drug tests for certain employees will be a part of the continued requirement for employment with the City of Westfield. Refusal to participate in this program will be grounds for immediate termination.

POST-ACCIDENT TESTING:

- 1) An employee who is driving during working hours, or at any time in a City vehicle or on City business, must immediately notify the police AND direct supervisor or on-duty supervisor AND Director of Human Resources if they are involved in an accident. If supervisors cannot be reached, the department head must be notified.

2.00 RECRUITMENT, SELECTION & HIRING

- 2) An employee must submit to a post-accident test as soon as possible (within two hours) after an accident that involves the death of a human being.
- 3) An employee must submit to a post-accident test as soon as possible (within two hours) after an accident whenever: (i) the employee receives a citation for a moving violation involving the accident; (ii) a person is injured and the injuries require immediate medical attention to the person away from the accident scene; (iii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle; or (iv) substantial property damage greater than \$100,000 occurs.
- 4) An employee who is not driving, but whose actions are believed to have contributed to the accident, may also be tested.
- 5) It is possible that an employee will be directed to submit to a drug and/or alcohol test at the scene of the accident by a law enforcement officer. When a test is conducted by a law enforcement officer, the employee is not required to take another drug and/or alcohol test at the City's testing site.
- 6) Whenever an employee is involved in an accident as described in paragraphs 2 and 3 and is not tested for drugs and alcohol by a law enforcement officer, the supervisor will make arrangements for drug and/or alcohol tests in compliance with this policy. The employee is not required to delay necessary medical treatment in order to be tested, but should request a drug and alcohol test at the City's expense as a part of any medical treatment.
- 7) An employee who is required to take post-accident drug and alcohol tests will, at the City's discretion, be assigned to an available non-safety-sensitive position in the employee's department. If no position is available, or if the City so chooses, the employee will be placed on administrative leave with pay while awaiting the test results. If the test results are positive, the employee will not be paid for the period of the leave.
- 8) An employee who refuses or fails to submit to a post-accident drug or alcohol test as required, who unnecessarily delays reporting to the test site following an accident, whose test results are positive, or who intentionally obstructs the testing process will be subject to disciplinary action as outlined in section 11 of our policy manual.
- 9) The results of post-accident drug and alcohol tests will not be provided to law enforcement agencies for criminal action.

2.08 Employing Relatives/Romantic Relationships

The City of Westfield recognizes that relatives may desire to pursue similar careers. The City must be sensitive, however, to the potential for favoritism, or the appearance of favoritism, in employment decisions and to the necessity of maintaining professional work relationships. The City does not discourage employment of relatives nor does it actively encourage it. It is in the City's best interest to hire the most capable persons available that meet the job requirements for current openings.

Effective July 1, 2012, relatives (spouse, parent, step-parent, child, step-child, sibling, step-sibling, half-sibling, uncle, aunt, niece, nephew, daughter-in-law, son-in-law,) may not be employed in situations where one member is in a position of direct line supervision or direct line reporting to the

2.00 RECRUITMENT, SELECTION & HIRING

other. An employee shall not be hired, promoted or transferred to a position that violates this policy. Employees of the City are also prohibited from engaging in romantic and/or physical relationships with direct line supervisors or subordinates. This policy applies to all full-time, part-time or temporary employees, including elected officials.

“Direct line of supervision” means an elected officer or employee who is in a position to affect the terms and conditions of another individual’s employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The term does not include the responsibilities of the Mayor, City Council or Clerk-Treasurer to make decisions regarding salary ordinances, budgets, or personnel policies of the City.

Employees, with family relationships that would otherwise be in violation of this policy as of July 1, 2012, will be exempted from this policy unless there is a break in the employment.

Employees hired, transferred or promoted, who in later years have relatives elected that are in the direct line of supervision, will have no promotion possibilities unless the promotion is within the merit ranks for the police and fire departments.

For further information regarding this policy see IC 36-1-20.2 as adopted by the City of Westfield as Resolution No. 12-106.

2.09 Security and Background Information

As part of the application and hiring process, an applicant may be required to undergo an investigation including employment records, medical records, and/or educational records, as permitted by law. Applicants must aid the City of Westfield in obtaining any of the above information as requested. All information will be kept confidential.

Notwithstanding the above, certain investigative areas, including but not limited to reference checks, credit checks, and criminal history may be addressed prior to a conditional job offer to the applicant if the position applied for presents a showing of job-relatedness with such areas. Furthermore, periodically, employee driving records and criminal records could be investigated and checked for employment and insurability as permitted by law.

2.10 Orientation

It is the policy of the City to ensure all new employees are adequately educated on City operations and personnel policies. On their first day of employment, or by appointment during the first three days of employment, the new employee shall report to Human Resources to fill out all appropriate new hire forms, and review all personnel policies and procedures.

2.11 Employment Anniversary Date

The first day of employment is your **employment anniversary date**. For example, an employee that starts employment on January 3 will celebrate their employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins their training probationary status with the City, as further described in Section 2.13. This date is used to compute your eligibility for vacation and other benefits related to continuous time employed by the City. Years of employment calculation will begin January 1st the year after employment date. Example: employment date June 1, 2013, as of January 1, 2014, you

2.00 RECRUITMENT, SELECTION & HIRING

will be credited with 1 year of employment for benefit purposes. In other words, the first partial year of employment is not calculated as the first year of employment.

2.12 Adjusted Date of Employment

Except as otherwise provided by law, if any employee voluntarily leaves the employment of the City and is later re-employed, a new “**adjusted**” **date of employment** will be calculated to include the prior employment period if the prior work period was at least one year of continuous service. This adjusted date of employment will be used to determine eligible benefits that are dependent upon time of service with the City. Additional longevity will not be paid or adjusted until the first of the following year, for those positions that longevity pertains to, as further described in Section 4.01.

2.13 Employment Status

There are six categories of employment status:

Probationary Full-Time Employee - Every employee during the first 6 months or 12 months of employment is placed on training probationary status. Firefighters and police officers have a 12-month training probationary period. All other employees have a 6-month training probationary period. The training probationary period may be extended by the Department Head depending on performance during this period. Discharge and/or transfer may take place at any time during the probationary period, just as it can after the probationary period.

Full-Time Employee (those working at least 30 hours per week) - Any employee who is regularly scheduled 30 or more hours a week and has successfully completed their probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee's regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). The remaining fixed holidays that don't fall on the employee's normal scheduled work day will be utilized as floating holiday(s). When the fixed holiday(s) fall(s) on the employee's regular scheduled work day(s) exceed(s) the pro-rated amount, the employee will be required to take the day off without pay.

Part-Time Employee – Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

Temporary Employee - Any employee hired for a limited period of time, usually for a specific task or project. This employee may work as few or as many hours per week as needed. These employees may be secured through a temporary employment agency and paid directly by that agency. Temporary employees have no benefits.

Intern – An observer, learner, or trainee who is generally not paid and employed for educational learning opportunities only. Interns are only hired for a period not to exceed six months over an annual period.

2.00 RECRUITMENT, SELECTION & HIRING



Seasonal Employees – Employees who are customarily only expected to work for a particular season (e.g., summer, fall, winter or spring). Seasonal employees are only hired for a period not to exceed six months over an annual period.

2.14 Re-employment

Re-employment (hiring) of an employee who has previously resigned or has been terminated will be determined on an individual case basis depending on the employee's work record, and circumstances of their leaving. Any person seeking re-employment must apply and be processed as any other applicant. No preferential treatment or consideration will be given to those applying for re-employment solely on the basis of the applicant having been previously employed by the City.

Once an employee leaves the employment of the City and is subsequently re-hired, the City-provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be "bridged" as described in **Section 2.12** of this manual. After the specific probationary period has been met a new date of employment will be calculated. Sick time eligibility will begin anew and any unused sick time (from the prior employment period) will not be carried forward. Employees in this category should contact the Director of Human Resources for details concerning their specific situation.

2.15 Employee Personnel Files

An Employee Personnel File is maintained for each employee of the City of Westfield. These personnel files contain confidential documents and are managed and maintained by Human Resources staff. All original documents must be sent to the Director of Human Resources to be maintained in the "original employee personnel file". Typical documents in a personnel file include the employment application, documented disciplinary action history, a resume, employee handbook and at-will employer sign off sheets, current personal information, and job references. A separate employee medical file is also maintained. The contents of the medical file are not available to anyone except Human Resources designated staff and the employee whose records are retained in the file. At the City of Westfield, medical files receive the highest degree of safe storage and confidentiality. An employee may view their personnel file by contacting the Director of Human Resources during normal business hours. A Human Resources staff person will be present while an employee reviews their file. No employee may alter or remove any document in their personnel file.

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3.00 TRAINING AND CAREER DEVELOPMENT

3.01 Responsibilities

The functions and services offered by the City of Westfield and its employees are best performed by a work force that is properly recruited, selected, and trained on a continuing basis to provide outstanding service to the citizens of our community.

The City encourages its employees to participate in courses, seminars, and programs which offer training and continuing education and are approved by the Department Head and/or Chief of Staff. Your supervisors have an immediate, direct, and continuing responsibility for the development of personnel within their area.

As an employee, you share with your supervisors the responsibility for your continued growth. You build a foundation for your own growth by doing your job to the best of your ability, by improving your present skills and abilities, and by developing new skills through your own self initiatives.

3.02 Disciplinary Probation

A **disciplinary probation** employment period may be recommended lasting from 3-6 months at the discretion of the immediate supervisor. A disciplinary probation period is a time period that allows the employee to address specific deficiencies that have been identified by a supervisor that are impacting the opportunity for continued employment with the City. This personnel action can come at any time during an employee's employment with the City.

This disciplinary probation is the natural progression of progressive discipline that normally would first have utilized verbal and written warnings addressing the specific work performance that needs to be improved.

During the disciplinary probation period, management will provide written feedback to the employee regarding their performance at least once during each month of the probationary period. If in the judgment of the City the specific performance is not being corrected adequately, dismissal may occur immediately.

Dismissal for action not specifically being addressed with the disciplinary probation can also take place during this time in accordance with action dictating immediate dismissal as defined elsewhere in this policy manual.

3.03 Attending Seminars, Conferences, and Meetings

Occasionally employees will be asked to attend seminars, conferences, and other job-related meetings that provide continuing education that would enhance their performance. On other occasions, an employee may request of their department the approval to attend a job-related seminar. The City requires prior approval for all attendance at any training/educational seminars, conferences, or workshops.

Employees will be entitled only to regular straight time pay (for 8 hours or 7 1/2 hours whichever is the normal work shift) while attending approved seminar, conference or workshop during the normal workday. If evening or weekend participation is required for training, such training may be paid as dictated by applicable law.

3.00 TRAINING AND CAREER DEVELOPMENT

There may be specific departmental policies regarding this issue. Confer with your department head to learn of specific departmental rules.

3.04 Travel and Expense Reimbursement

It is the intent of the City of Westfield to reimburse all reasonable out-of-pocket expenses incurred by employees during training, conference, and meeting activities approved by the City through the department head approval process.

Employees will use a purchasing card authorized by their supervisor if possible. If the vendor does not accept purchasing cards, the employee must pay for the expense and then complete an expense reimbursement form with 5 working days upon return for each activity. The reimbursement form must be submitted to the Department Head for an approval signature before forwarding to the Clerk-Treasurer for processing and payment.

Cash advances for employees that are traveling to conventions, seminars or training, are available with a 10-day notice to the Clerk-Treasurer's office. Department Head approval is required and the/any unused funds must be returned to the Clerk Treasurer's office within 5 working days of return from said activity. Receipts of expense must be produced to validate reimbursement or payment of unused advances.

Purchasing card use will be administered by the Clerk Treasurer's Office. Purchasing card policies must be followed. No expenses will be paid without proper documentation. This is an effort to control fines and inappropriate expenses for auditing purposes. All expenses not handled through this process will be documented and approved through the claim process.

For further information or questions please contact the Clerk-Treasurer's office.

3.05 Seminar/Meeting/Conference Reimbursement

Conferences, Seminars, or Meetings Attended Within 50 miles of Westfield

If the training/educational event is within 50 miles (one way) of Westfield, it is expected that the employee will drive to and from the event the same day. On these occasions the noon meal will not be reimbursable; however, mileage reimbursement may be authorized. Special exceptions to this 50-mile rule can be approved by the Department Head and Chief of Staff based upon individual circumstances.

Department heads may approve group meals for employees attending city sponsored events that benefit and improve the quality of service of those employees.

Conferences, Seminars, or Meetings Attended Beyond 50 miles of Westfield

For the training/educational event beyond 50 miles (one way) from Westfield, approval may be given for overnight stays. During these situations meal allowances will only be allowed for those meals that are not a part of the conference or training. If overnight status is authorized, meals will be reimbursed up to \$50 per day in state, \$60 out of state, inclusive of tip, with accompanying itemized receipts.

Mileage reimbursement for use of personal vehicles used to attend conferences or training sessions will be at the rate allowed for tax purposes by the Federal Government.

3.00 TRAINING AND CAREER DEVELOPMENT

Exceptions to any of these reimbursement or travel rules shall be approved by the Department Head **and** Chief of Staff depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06 Tuition and Educational Assistance

The City recognizes that the knowledge and skills of its employees are critical to the success of the organization. The tuition and educational assistance program encourages formal education courses, professional licensing, and certifications from reputable or accredited institutions, so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable City jobs. While tuition and educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Eligibility and Terms

The Department Head may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an employee in preparation for future responsibilities with the City. The employee is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Department Head prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the employee's personnel file.

The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the employee must provide their supervisor, Human Resources, and the Clerk's office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the employee must provide their supervisor and Human Resources with proof of completion. If the employee fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the employee will be responsible for repaying the City the cost of the course, license or certification.

Any employee who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an employee who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an employee's employment terminates for any reason before the employee completes an approved course, license, or certification for which the City paid, the employee shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the employee is unable to work for health reasons or if the City terminates employment for reasons unrelated to performance.

An employee shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

3.00 TRAINING AND CAREER DEVELOPMENT

**Years of employment
after successful completion of course or
certification:**

Less than 1 year
1 year, but less than 2 years
2 years or more

**Percentage of
tuition and educational reimbursement to
be repaid:**

100 percent
50 percent
0 percent

3.07 Performance Appraisals

It is the philosophy of the City that your job performance should be discussed with you at regular intervals to provide feedback to continually aid in work improvement. The City's performance appraisal process will review the work contribution of all regular status employees at least once each year.

Probationary employees will receive an appraisal after the completion of their prescribed probationary period. At that review the supervisor may release you from probation, continue the probationary status for a specified time, or terminate the employment relationship.

These appraisal discussions are centered on you, the quality of your work, and your working relationships. Such discussions enable you and your supervisor to talk about how you are progressing toward your personal, departmental, and City goals and assess your performance against your approved job description. Performance Appraisals are confidential discussions between the employee and their supervisor.

Formal written reviews normally will be accomplished annually with mid-year follow-up discussions as necessary to ensure that improvement plans are being accomplished as mutually planned by employees and their supervisors.

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4.00 PERSONAL BENEFITS

4.01 Eligibility

Eligibility for employee benefits is depicted on the following table depending upon the employment status.

<u>Benefit Program</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Temporary</u>	<u>Seasonal</u>	<u>Interns</u>
Matching FICA and Medicare	Yes	Yes	Yes	Yes	No
Health, Dental, Vision	Yes	No	No	No	No
Accident and Life Ins.	Yes	No	No	No	No
125 Plan	Yes **	No	No	No	No
Regular Vacation	Yes **	No	No	No	No
Personal Hours	Yes	No	No	No	No
Fixed Holiday	Yes **	No	No	No	No
Floating Holidays	Yes	No	No	No	No
Illness in the Family	Yes **	No	No	No	No
Sick Leave	Yes***	No	No	No	No
Longevity	Yes	No	No	No	No
Employee Assistance (EAP)	Yes	No	No	No	No
<u>Retirement Programs</u>					
PERF	Yes	No	No	No	No
457 Plan	Yes	Yes*	No	No	No
401(a) Plan	Yes	No	No	No	No

* Part-time employees may participate in the 457 Plan but do not receive matching funds

**Based on Actual Hours Worked

*** Continue longevity for Police and Fire Department employees

4.02 Health, Dental, Vision, Accident, and Life Insurance

City of Westfield sponsors and maintains various group health and welfare plans for the sole benefit of its eligible employees and their dependents, including coverage arrangements or insurance policies for the provision of medical, dental, vision, and life benefits. The City Council is responsible for establishing annual coverage parameters for each benefit plan, as well as the City's contribution toward the employee-only portion of premiums for the medical, dental, vision, and life benefits. These benefit plans are offered to all full-time employees of the City – defined as any employee who is regularly scheduled to work 30 or more hours a week and has successfully completed the mandatory period of employment. City Council members are offered the same medical, dental and vision benefits but are required to pay both the employee and employer portion of the cost of the coverage and may only elect these benefits during their term as Council members.

4.00 PERSONAL BENEFITS

Employees who elect to participate in the medical, dental, or vision benefit plans may also elect additional coverage for a spouse, dependent(s) or the entire family at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Director of Human Resources. The City Council may establish annually the amount or percentage, if any, that the City will contribute toward this additional coverage for family members.

Access to services provided by the City of Westfield's Employee Healthcare Clinic (the "Clinic") is tied to participation in the City's medical plan. Accordingly, an individual's ability to access Clinic services will cease automatically upon termination of their medical plan coverage (this notwithstanding an election of continuation coverage under the medical plan).

The Employee Assistance Program is available at no cost to full-time employees and family members residing within the employee's household. Coverage is limited to five sessions per covered issue. Employees should consult with Human Resources Department for additional information.

Early Retiree Health Plan Coverage:

General Eligibility Rule: Subject to meeting the terms of eligibility described below, a former employee whose retirement date (or disability date) occurs prior to attaining age 65 (an "Early Retiree") may elect to continue participation in the City of Westfield's group medical, dental, or vision benefit plans, which may include, if elected, coverage for the retiree's participating spouse and/or dependent(s) who remain eligible. Coverage is available for Early Retirees only under the following conditions:

- The Early Retiree timely pays 100% of the monthly premiums.
- The Early Retiree properly submits an election of coverage to Human Resources within 30 days of their retirement date or disability date.
- The Early Retiree (i) prior to their retirement date, attained a combination of years of service with the City and age that equals at least 70 years, or (ii) is determined to be "disabled" for purposes of PERF disability.

Examples of age-plus-service eligibility: 50 years of age + 20 years of service, 60 years of age + 10 years of service, 55 years of age + 15 years of service, etc.

Special Eligibility Rule for Sworn Firefighters: Subject to the labor agreement in effect among the City of Westfield, the Westfield Fire Department, and the Westfield Professional Fire Fighters – International Association of Fire Fighters, Local 4416, sworn firefighters shall be eligible for Early Retiree coverage (i) when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund (the "Fund") or (ii) are determined to be "disabled" by the Fund. Notwithstanding this special rule, sworn firefighters are subject to all other terms applicable to Early Retiree coverage.

Other Information Applicable to Early Retiree Coverage:

- A separate eligibility determination is made for each benefit plan (medical, dental or vision) and level of coverage thereunder (retiree-only, retiree + spouse, retiree + dependent(s), or family coverage). If the Early Retiree does not take coverage(s) when first available to them,

4.00 PERSONAL BENEFITS

then they may not elect coverage(s) in the future. If the Early Retiree elects coverage(s) and then terminates coverage(s) at a later time due to accepting coverage(s) elsewhere, the Early Retiree cannot return to City of Westfield benefit plan(s).

- *Termination of Medical Coverage at Age 65:* The Early Retiree's coverage under the City's medical plan (if elected) will terminate effective as of the first of the month in which the retiree attains age 65. Notwithstanding this, the Early Retiree's participating spouse may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage automatically terminates effective as of the first of the month in which the spouse attains age 65. The Early Retiree's participating dependents may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.
- The City's annual open enrollment does not apply to Early Retirees or their participating spouse and/or dependents. Early Retirees are not eligible for a special enrollment due to loss of other coverage. Similarly, Early Retirees who are not currently participating in City's medical, dental or vision benefit plans will not be eligible to enroll upon acquiring a new dependent. Early Retirees may, however, request to terminate coverage at any time in accordance with the general provisions of the particular benefit plan.
- If the City makes a significant change to the underlying coverage of a benefit plan or terminates a plan option in which the Early Retiree (and any participating spouse and/or dependent) is enrolled, the Early Retiree will be automatically enrolled by Human Resources in the most similar coverage option made available to current employees.

Nothing in the policies and procedures described in this manual may affect the City's right to change any term of any benefit plan provided by the City in any way at any time or to terminate any group health coverage (including Early Retiree coverage) described herein at any time. In the event of a conflict between the eligibility terms contained in this Section 4.02 and the underlying plan document, the plan document will govern. The City of Westfield retains authority to interpret the terms of eligibility contained in the benefit plan documents and this Section 4.02.

4.03 Post-Employment Health Plan

All Fire department employees, professional and civilian are included in Post-Employment Health Plan (PEHP) which is a tax-free investment plan to provide funding for individual healthcare after separation from one's employer. The city contributes 2% of the pension base to all employees at the Fire Department. It's calculated by figuring 2% of the pension base at the beginning of the year and dividing it in half, those halves are distributed.

4.04 Effective Date of Insurance Coverage

Various benefit programs have different effective dates for new employees. Please contact the City's Human Resources Department to learn of the specifics of each benefit coverage.

4.00 PERSONAL BENEFITS

4.05 Insurance Portability (COBRA)

Upon termination of employment from the City of Westfield and other specified “qualifying events”, employees and their participating spouse and/or dependents may be eligible to continue their group health (health is defined by medical or dental or vision) coverage for a specified period of time at a premium rate somewhat higher than the group rate the City currently receives. This program is called COBRA. If COBRA is elected, former participants pay premiums directly to the COBRA administrator. Former participants need to complete an election form to secure this extended insurance coverage. The City’s Human Resources Department has this information, and you will receive written notice of your COBRA rights and election options if you experience a loss of health insurance coverage due to a COBRA qualifying event.

4.06 Health Insurance Portability and Accountability (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) has four major administrative requirements for private and government sponsored health plans: portability, nondiscrimination, fraud and abuse, and administration simplification.

The City of Westfield protects the privacy and confidentiality of protected health information (PHI) whenever it is used by City representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the City’s group health plan and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

Any questions or issues regarding PHI should be presented to the Director of Human Resources for resolution. Additionally, the Fire Department has designated an employee in charge of records related to ambulance services.

Annually or as necessary, the City performs enrollment, changes in enrollment and payroll deduction, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker’s compensation providers and those authorized by the worker’s compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.

4.00 PERSONAL BENEFITS

- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07 Elective Additional Insurance

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the **only** additional elective insurance that is available through payroll deduction.

4.08 125 Plan

The City participates in a Section 125 Plan that allows for pre-tax deductions for medical insurance premiums that provide your family with medical coverage. Elective additional insurance can also be provided through pre-tax deduction by participating in this plan. There is no cost to the employee **but annual election of this plan needs to be made**. Annual employee discussions in November/December will provide you with this opportunity. The City's Director of Human Resources can explain the 125 Plan requirements and can activate your participation.

4.09 Vacation Overview

Because the City recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the City grants annual paid vacation days to full-time regular employees as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL VACATION POLICY

Accrual of Vacation. During the initial partial calendar year of employment, full-time Professional Police and Fire Personnel with the following hire dates shall be eligible for the following number of vacation days to be used during their **first full calendar year of employment** beginning January 1st, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs **after** the completion of the first 90 days of employment.

Hire Date	8-Hour Personnel Vacation Eligibility (in Hours)	12- Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
January 1 - August 15	80	80	5
August 16 – September 15	64	64	4
September 16 – October 15	48	48	3
October 16 - November 15	32	32	2
November 16 – December 15	16	16	1
December 16 – December 31	8	8	0

4.00 PERSONAL BENEFITS

For an example: John Doe is hired May 10th and is an 8-hour per day employee. He will accrue vacation in his first **partial** year of employment to be taken after January 1st of the following year. He would be eligible for 10 vacation days to be taken between January 1st and December 31st of his first full year of employment.

Following the initial partial and first full calendar years (see 2.11 for further explanation) of employment, full-time regular employees shall be eligible for the following number of annual vacation days, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in Hours)	12-Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
2nd through 3 rd	80	80	6
4 th through 7 th	120	120	9
8 th through 14 th	160	160	12
15 th through 21 st	200	200	15
22 nd and beyond	240	240	18

* Excludes the initial partial calendar year of employment and the first full calendar year. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. Unused vacation days at the end of the calendar year in which they are available for use may not be carried over into the next calendar year, and no payments will be made in lieu of taking vacation.

Termination of Employment. Upon termination of an employee's employment for any reason (voluntary or involuntary), the City will pay out any earned and unused vacation time.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements. **Professional Police personnel may take vacation hours in one-hour increments.**

4.00 PERSONAL BENEFITS

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Accrual of Vacation. During the initial partial calendar year of employment, full-time regular employees with the following hire dates shall be eligible to earn the following number of vacation days to be used during their first full calendar year of employment, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment.

Hire Date	Days Vacation
January 1 - August 15	10
August 16 – September 15	8
September 16 – October 15	6
October 16 - November 15	4
November 16 – December 15	2
December 16 – December 31	1

Following the initial partial and the first full calendar years of employment, full-time regular employees shall be eligible to earn the following number of annual vacation days during each of the following calendar years of employment:

Calendar Years of Employment*	Days Vacation
2 nd through 3 rd	10
4 th through 7 th	15
8 th through 14 th	20
15 th through 21 st	25
22 nd and beyond	30

* Excludes the initial partial calendar and first full calendar year of employment. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

All vacation, including stipend and carryover days, may be taken in 1 hour increments.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused vacation days at the end of a calendar year will be lost and not paid out. In other words, no payments will be made in lieu of taking vacation, except, as described below, for payment of vacation days at the time of termination.

4.00 PERSONAL BENEFITS

Termination of Employment. Upon termination of an employee's employment for any reason (voluntary or involuntary), the employee shall be entitled to vacation pay for any vacation time which is earned but unused at the time of termination. Payment for such vacation time shall be made by the City on or by the employee's next regular payday following termination.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements.

4.10 Personal Hours Overview

Each **full-time regular employee** shall be eligible for paid time off for personal hours as indicated in the following charts. Personal hours are intended to cover time off from work to allow the employee to resolve personal or family legal, medical, or other **personal** situations or problems that cannot be accomplished during the normal days off.

These hours need to be pre-approved by your supervisor. It is expected that these eligible hours will be taken in full-hour increments. You must receive your supervisor's approval, and approval will depend upon the needs of the City and availability of other personnel to perform the necessary work of your Department. There is no carryover of personal hours from year to year.

Unused Personal Hours are not paid upon termination of employment, or at the end of any calendar year.

4.11 Personal Hours Administrative and Public Works Personnel General Guidelines

Annual Personal Hours Eligibility **(Employees are eligible for 3 equivalent days of personal hours)**

7 ½ Hour Day Employees	23 Hours per year
8 Hour Day Employees	24 Hours per year

New employees hired before July 1st of each year **will be** eligible for ½ of the annual numbers depicted above to be used during the remainder of that calendar year. This eligibility occurs **after** the completion of the first 90 days of employment.

New employees hired July 1st or after of each year **will not** be eligible for any personal hours for the remainder of that calendar year.

The Personal Hours benefit becomes available for each eligible employee effective January 1st of each New Year, subject to completion of the first 90 days of employment.

4.00 PERSONAL BENEFITS

4.12 Personal Hours Professional Police and Fire Personnel First Year & Every Year Thereafter Hours Eligible

Personal Hours eligibility During First Year of Employment after 90 days

Month Of Employment	Police & Fire (8 & 12 Hour Personnel) Hours Eligibility	Fire (24 Hour Personnel) Hours Eligibility
Jan – Apr	24	24
May – Jun	16	18
Jul – Aug	8	12
After Sep 1	None	None

After the first year of employment the Professional Police Officer is eligible for forty (40) personal hours beginning January 1st of each calendar year. After the first year of employment the 24 hour fire personnel are eligible for 24 hours of personal hours beginning January 1st of each calendar year.

4.13 Fixed & Floating Holidays

A fixed holiday schedule will be approved by the Board of Public Works and Safety of Westfield each year and communicated to the employees once approved. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined below:

2023 Holiday Schedule for Civilian Employees

New Year's Day Celebrated	Monday	January 2, 2023
Martin Luther King Jr. Day	Monday	January 16 2023
Presidents' Day	Monday	February 20, 2023
Memorial Day	Monday	May 29, 2023
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Thanksgiving Day	Thursday	November 23, 2023
Day after Thanksgiving	Friday	November 24, 2023
Christmas Eve Holiday, (Observed)	Friday	December 22, 2023
Christmas Holiday, (Observed)	Monday	December 25, 2023
New Year's Eve	Friday	December 29, 2023
Two Floating Holidays		

4.00 PERSONAL BENEFITS

* Civilian Employees hired on or before June 30 will be eligible for one-half (1/2) the Floating Holidays in the year they are hired. Civilian employees hired July 1, or later will not be eligible for any Floating Holidays in the year hired.

To be eligible to receive holiday pay, an employee must work the last scheduled workday before and the next scheduled work day after the holiday unless the Department Head has approved an absence as is provided in the benefits programs provided by the City, or as otherwise provided by law. In the case of family illness a doctor's excuse will be required since these events would be unscheduled.

1. **Fixed and Floating Holidays during Training Probation**
Employees are eligible for **all fixed holidays** (excluding Professional Police and 24-hour Fire Personnel) during their training probation. Employees are eligible for **floating holidays** after the completion of their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are eligible to take floating holidays during their training probation period after 90 days of employment.
2. **Fixed and Floating Holidays during Disciplinary Probation**
Employees are eligible for **all fixed and floating holidays, including vacation and sick time**, during their disciplinary probationary period.
3. Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.
4. **Professional Police Officer Fixed and Floating Holidays.**
Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personal will receive 104 hours). These hours may be used at the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are eligible for the remaining fixed holidays occurring after their employment date to be taken as floating holidays. These hours may be used after 90 days of employment, at the employee's choosing and may be used in one-hour increments.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

Professional Police officers assigned to a temporary or light-duty office assignment will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Professional Police officer has utilized all available holiday hours, other benefit time may be utilized, or the hours shall be taken as unpaid. At the conclusion of this temporary or light-duty assignment, non-office Professional Police

4.00 PERSONAL BENEFITS

officers will revert back to the floating holiday policy. Under no circumstances will an employee be permitted to take more holiday hours than approved by the Board of Public Works and Safety.

- Professional Fire Personnel Fixed and Floating Holidays.**
 Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) floating holidays approved by the Board of Public Works and Safety of Westfield except those days will be at the employee's choosing and must be taken in full day increments. During the first partial year of employment, these days will be pro-rated as follows:

**Professional Fire Personnel Floating Holiday
During First Year of Employment after 90 days**

<u>Month</u>	<u>(24 Hour Personnel)</u>
Jan. – Mar.	3
Apr. – Jun.	2
July – Sept.	1
After Oct. 1	0

- If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the Board of Public Works and Safety of Westfield, the employee will receive pay at 1.5 times their regular rate of pay for the time worked in addition to the straight time pay for the holiday. There is no special holiday pay for professional fire and police personnel.
- Floating Holidays are not paid upon termination from employment.

4.14 Floating Holidays

If floating holidays have been granted by the Board of Public Works and Safety of Westfield the following rules apply.

- The floating holiday needs to be planned in advance with your supervisor's approval as any normal "vacation" might be planned.
- Floating holidays are not eligible to be carried forward to the next year, and no pay will be provided for unused floating holiday at the end of a calendar year or upon termination of employment, for any reason.
- Floating holidays must be taken in no less than ½ day increments. This does not apply to Professional Police Personnel.
- Disciplinary probationary employees are eligible to schedule floating holidays.
- Training probationary employees are eligible to schedule floating holidays after the Training Probationary Period. Professional Police and Fire employees are eligible during their Training Probationary Period after 90 days of employment.
- New civilian employees hired before July 1st of each year will be eligible for ½ of the annual number of floating holidays to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.

4.00 PERSONAL BENEFITS

- New civilian employees hired July 1st or after of each year will not be eligible for any floating holidays during the remainder of that calendar year.

4.15 Perfect Attendance Day

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time, Flex Time, or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.16 Employee Assistance Program

City of Westfield has a confidential voluntary Employee Assistance Program (EAP) available to employees and anyone living within their household. It is the responsibility of the employee to seek assistance from EAP when needed. Five (5) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

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5.00 COMPENSATION AND PAYROLL

5.01 Compensation Programs

It is the desire of the City of Westfield that its salary and benefit programs will attract and retain people well qualified to achieve high standards of performance in their work. We encourage new employees to build their careers with the City. In keeping with this desire, compensation and benefit programs are reviewed annually and work performance is reviewed to encourage continued growth in your personal contributions toward the goal of providing service to the citizens of our community.

Every job with the City is reviewed and given a salary range for a starting salary. Salary ranges are reviewed annually with other similar positions within other communities throughout the State of Indiana and changes are made when appropriate. This is accomplished annually with the City Council approving a salary ordinance. Salary increases are approved by the City Council and generally are administered annually in January of each year.

In addition to the compensation and benefits programs, the City of Westfield pays longevity for police and fire department employees pursuant to the current year's salary ordinance. Longevity is paid on a per pay basis beginning January of each year and is calculated based on the Employment Anniversary Date, Policy 2.11. Employees become eligible for longevity pay after the first full calendar year of employment. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. For example, an employee hired on February 1, 2010, first becomes eligible for longevity pay on January 1, 2012. Similarly, an employee hired December 15, 2010, also first becomes eligible for longevity pay on January 1, 2012.

5.02 Pay Periods & Notice of Deposit Delivery

Pay periods will be for a period of two weeks. The Clerk-Treasurer's office issues an annual schedule of pay dates.

Any error in your pay should be reported immediately to the Clerk-Treasurer so it can be corrected. Any request for payroll adjustment must be submitted in writing to the Clerk-Treasurer. Should an employee wish to designate a family member or other person to have access to their payroll information, such designation must be in writing to the Clerk-Treasurer.

5.03 Attendance Cards / Forms / Time Keeping System

You are responsible for reporting your own time and it should be submitted to your supervisor at the end of the two-week period. The supervisor will approve and forward to the Clerk-Treasurer's office for processing.

Employees are covered by the Fair Labor Standards Act, and are responsible for submitting hours worked each pay period into the payroll system of the City's choosing. Your pay is computed from this information.

To ensure maximum accuracy this should be completed daily. Your approval in the system and the approval of your supervisor certify the accuracy of all time information.

5.00 COMPENSATION AND PAYROLL

5.04 Fair Labor Standards Act

The Fair Labor Standards Act is a federal law that, in part, establishes minimum wage and overtime pay requirements for certain categories of work. Individuals who are not exempted from these requirements are referred to as “non-exempt” employees. Employees who are exempted from (not covered by) these requirements are classified as “exempt” employees. Your status is explained at the time of your employment.

5.05 Overtime Pay / Compensatory Time

It shall be the policy of the City Council to comply with all state and federal laws and regulations regarding compensation of minimum wage and overtime for all employees covered by the provisions of the Fair Labor Standards Act effective April 1986 and as amended.

For some employees, time worked in excess of the regular shift may be compensated with compensatory time off. Compensatory time off rather than paid overtime may be granted on a case-by-case basis at the discretion of an employee's immediate supervisor. It is recognized that the individual Department Heads must work within the specific workplace needs of their departments, and must have the ultimate decision making responsibility in offering the compensatory time option.

General Guidelines

1. Overtime and compensatory time off shall be earned at the rate of 1.5 hours for each hour worked in excess of the established work period described below.
2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. Holidays (fixed and floating), Personal Days, Vacation, industrial injury accidents, and absence for jury and witness duty are considered time worked in fulfilling the requirements for overtime or compensation time eligibility. Sick leave is not included for calculating overtime or compensation time except for 24 hour fire personnel.

Public Works Department Personnel

For those personnel regularly scheduled for 40 hours per week

Hourly employees regularly scheduled to work 40 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday.

Overtime pay calculation is based upon your regular hourly rate times 1.5.

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Administrative Office Personnel

For those personnel regularly scheduled for 37.5 hours per week

Hourly employees regularly scheduled to work 37.5 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday. This would mean that the first 2.5 hours worked beyond the standard 37.5 hour work week would be at straight time for these employees.

Overtime pay calculation is based upon your regular hourly rate for the workweek times 1.5

Public Safety Personnel (Police and Fire)

For public safety personnel (fire and police), please discuss the rules associated with overtime with your department head.

For 24-hour fire personnel, overtime is paid during the 28-day pay period when work exceeds 212 hours.

For professional police, overtime is paid during the 14-day pay period when work exceeds 85½ hours.

5.06 Non-Exempt Employees: Compensatory Time Off

(A) Definitions

- (1) Civilian Employee shall refer to all City of Westfield employees not employed as Professional Police Employees or Professional Fire Employees.
- (2) Professional Police Employee shall refer to professional police personnel.
- (3) Professional Fire Employee shall refer to professional fire personnel.

(B) Non-Exempt Civilian Employees: Standard Workweek and Overtime

- (1) The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
- (2) Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of their regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
- (3) Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.

5.00 COMPENSATION AND PAYROLL

- (4) Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (of portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
- (5) If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.

(C) Non-Exempt Civilian Employees: Compensatory Time Off

- (1) As used within this subsection (C), “department head” shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head’s designee.
- (2) When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee’s performance of the overtime work.
- (3) Where compensatory time off is substituted for overtime pay, the Non-Exempt Civilian Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 40 in a workweek.
- (4) Where a Non-Exempt Civilian Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Civilian Employee’s compensatory time off balance is reduced below 40 hours, unless otherwise approved by the department head.
- (5) Where a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 40 in a workweek until such accrued balance is reduced below 40 hours, unless otherwise approved by the department head.
- (6) Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head’s discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.

5.00 COMPENSATION AND PAYROLL

- (7) Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
- (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(D) **Non-Exempt Professional Police Employees: Standard Work Period and Overtime**

- (1) The standard work period for full-time Non-Exempt Professional Police Employees is 14 days.
- (2) Any hours worked in excess of 85½ hours per work period must have the prior approval of the Police Chief, or the Police Chief's designee. Any hours worked by a Non-Exempt Professional Police Employee in excess of 85½ must fall within the department's budgetary limitations, except in the case of an emergency.
- (3) Non-Exempt Professional Police Employees are required to report all hours worked on a personal time sheet that is signed by the Police Chief or the Police Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
- (4) If Non-Exempt Professional Police Employees are required to perform work for more than 85½ hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (E) for any hour (or portion of an hour) worked in excess of 85½.

(E) **Non-Exempt Professional Police Employees: Compensatory Time Off**

- (1) As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
- (2) When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Police Chief must have an understanding with the Non-Exempt Professional Police Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Police Employee's performance of the overtime work.
- (3) Where compensatory time off is substituted for overtime pay, the Non-Exempt Professional Police Employee shall be entitled to compensatory time

5.00 COMPENSATION AND PAYROLL

- (4) off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 85½ in a work period.
- (5) When a Non-Exempt Professional Police Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Police Employee's compensatory time off balance is reduced below 40 hours.
- (6) When a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 85½ in a work period until such accrued balance is reduced below 40 hours.
- (7) Non-Exempt Professional Police Employees must submit requests to use earned compensatory time off to the Police Chief or their designee. The Police Chief or designee shall allow Non-Exempt Professional Police Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Police Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
- (8) Under no circumstances may a Non-Exempt Professional Police Employee take compensatory time off until the employee has earned compensatory time off.
- (9) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

(F) **Non-Exempt Professional Fire Employees: Standard Work Period and Overtime**

- (1) The standard work period for full-time Non-Exempt Professional Fire Employees is 28 days.
 - Any hours worked in excess of 212 hours per work period must have the prior approval of the Fire Chief, or the Fire Chief's designee. Any hours worked by a Non-Exempt Professional Fire Employee in excess of 212 must fall within the department's budgetary limitations, except in the case of an emergency.
 - Non-Exempt Professional Fire Employees are required to report all hours worked on a personal time sheet that is signed by the Fire Chief or the Fire Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.

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- If Non-Exempt Professional Fire Employees are required to perform work for more than 212 hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (G) for any hour (or portion of an hour) worked in excess of 212.

(G) **Non-Exempt Professional Fire Employees: Compensatory Time Off**

- (1) As used within this subsection (G), "Fire Chief" shall refer to the Fire Chief for the City or the Fire Chief's designee.
- (2) When a Non-Exempt Professional Fire Employee works more than 212 hours in a given work period, the Fire Chief, at their discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Fire Chief must have an understanding with the Non-Exempt Professional Fire Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Fire Employee's performance of the overtime work.
- (3) When compensatory time off is substituted for overtime pay, the Non-Exempt Professional Fire Employee shall be entitled to earn compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 212 in a work period.
- (4) When a Non-Exempt Professional Fire Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Fire Employee's compensatory time off balance is reduced below 40 hours.
- (5) When a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee must be paid overtime for any hours worked in excess of 212 in a work period.
- (6) Non-Exempt Professional Fire Employees must submit requests to use earned compensatory time off to the Fire Chief. The Fire Chief shall allow Non-Exempt Fire Department Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Fire Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
- (7) Under no circumstances may a Non-Exempt Professional Fire Employee take compensatory time off until the employee has earned compensatory time off.
- (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar

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- (9) year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

5.07 Exempt Employees: Flex Time Off

(A) Exempt Employees: Standard Workweek

- (1) Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
- (2) Exempt Employees are not entitled to overtime pay.
- (3) Exempt Employees, however, shall be entitled to earn "Flex Time Off" as set forth in subsection (B).

(B) Exempt Employees: Flex Time Off

- (1) As used within this subsection (B), "department head" shall refer to the applicable department head for the department in which the Exempt Employee is employed. In the case of the Chief of Staff and/or Deputy Mayor, "department head" shall mean the President of the City Council and/or Mayor.
- (2) When an Exempt Employee works more than 40 hours in a given workweek, the department head, at their discretion, may grant the Exempt Employee flex time off.
- (3) When flex time off is granted, the Exempt Employee shall earn flex time off at the rate of 1 hour of flex time off for each hour worked in excess of 40 in a workweek. An Exempt Employee must account for 8 hours per day and working more or less should be accounted for by earning or taking flex time or other benefit days.
- (4) When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 40 hours. Once an Exempt Employee has accrued a balance of 40 hours of flex time off, the employee shall not accrue any additional flex time off until the Exempt Employee's flex time off balance is reduced below 40 hours.
- (5) Exempt Employees must submit requests to use accrued flex time off to their department heads. The department heads shall allow Exempt Employees to use accrued flex time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
- (6) Under no circumstances shall an Exempt Employee be permitted to take flex time off until the employee has earned flex time off.

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- (7) Accrued flex time off hours will be carried forward from calendar year to calendar year.
- (8) No payments shall be made for accrued flex time off, and no payment shall be made in lieu of taking accrued flex time off. Under no circumstances will accrued but unused flex time off be paid out upon separation from employment.

5.08 Emergency Call-In Pay

Regular employees who are paid on an hourly basis (non-exempt) may qualify for emergency call-in pay under certain circumstances. If you are notified away from work that “emergency” call-in work is necessary, you will receive overtime pay for whatever amount of work time is involved with a minimum of three hours at the overtime rate, even though the job may be completed in less time. For such an emergency call-in, time spent in travel to and/or from work will be considered time worked.

For the Police and Fire Department, off-duty manpower called in for emergencies will also be paid overtime for whatever amount of work-time is involved, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

Non-exempt professional police employees required to attend a work-related court hearing outside of their scheduled weekly work hours will be paid overtime for whatever amount of work time is involved, with a minimum of three hours paid at the overtime rate, even though such work may be completed in less time.

For the Public Works and Informatics Departments, this policy is superseded by the On-Call Policy implemented within the department.

5.09 Worker’s Compensation Insurance

If an employee is injured on the job as a result of an accident or if an employee develops an occupational disease, the City provides, through worker's compensation insurance, payment of weekly income in accordance with worker's compensation and occupational disease laws. Outside employment is prohibited while an employee is off work due to a work place illness or injury covered by Worker's Compensation Insurance.

The employee has the responsibility of reporting any accident or injury, which occurs while working, to their immediate supervisor. Failure to report an injury while on duty, that day, or at the end of that shift may result in a denial of benefits and/or disciplinary action.

Management will work with the City's Human Resources Department to complete the required documents to comply with the law and meet submission deadlines.

It is critical that worker’s compensation reports be completed on time.

5.10 Payroll Deductions

Several deductions are made from your pay including federal income tax, state income tax, social security tax, Medicare tax, and county income tax. An employee, by written request to the

5.00 COMPENSATION AND PAYROLL

Human Resources Department, may have a portion of their wages or salary withheld for additional approved purposes, such as:

- Purchase of group health, dental and vision coverage(s)
- Purchase of supplemental insurance coverage(s)
- One America investment program
- Fire Personnel PERF retirement plan
- Union Dues

Social Security Tax - Medicare Tax

You pay for one-half of your social security and Medicare tax commonly known as FICA. The City of Westfield pays the other half for you. The social security tax and Medicare tax you pay is withheld from your paycheck. This tax is a percentage of salary (up to a certain annual maximum earnings figure; and the percentage applied to your salary is also subject to change). There are four kinds of government benefits covered by this tax; disability benefits, retirement benefits, Medicare, and survivor benefits.

5.11 Garnishments

We expect that each employee will be responsible for their own financial obligations; however, there are times the City will be required by law to withhold funds from your paycheck because of a court order. By law we reserve the right to charge the maximum administrative fee to the employee for each transaction.

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6.00 UNEMPLOYMENT COMPENSATION

6.01 Eligibility and Description

Eligible City employees are covered by the unemployment compensation program administered by the Indiana Department of Workforce Development (IDWD). Generally, this compensation is available to those who are terminated from City employment through no fault of their own (layoffs or manpower cut-backs) and are actively seeking employment elsewhere. Eligibility is determined by the IDWD on a case-by-case basis. An application must be made by the worker before benefits can be considered by the IDWD.

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7.00 LEAVES OF ABSENCE

7.01 Medical Leave (Sick Leave)

Sick leave (provided after completion of 90 days of employment) is defined as absence from work with pay by any full-time regular employee as a result of any physical injury or illness, psychological condition or disability that incapacitates the **employee** to a degree that performance of the employee's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

COVID-19

Employees should be alert for symptoms, watch for fever, cough, shortness of breath, or other symptoms of COVID-19. If an employee believes they may have symptoms or has tested positive for COVID-19, that individual must immediately notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation. Also, if an employee has been exposed to COVID-19 and is required to quarantine per CDC guidance, that individual must notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation.

COVID-19 vaccines and boosters are not mandatory for employees, but are highly encouraged. Studies show that COVID-19 vaccines and boosters are effective at lessening COVID-19 symptoms.

Any COVID-19 related questions should be directed to Human Resources.

Employees on Full-Time Probationary Training Employment Status

Paid absence because of injury or illness (not related to work) during the first 90 days of all probationary training employment periods is not covered and time off from work would be **without** pay.

7.00 LEAVES OF ABSENCE

Sick Pay During Probation

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin.	6	0	8 Hours for each remaining full month left in the year
Police Admin. Police	6	0	
Utility/Admin.	12	0	
	6	0	
24-Hour Fire	12	0	8 Hours for each remaining full month left in the year

Regular Full-Time Employees

If a regular full-time employee is absent because of illness or injury, they will, with Department Head approval, receive full pay as follows.

Beginning each January 1, all regular full-time employees will be eligible to receive ninety-six (96) paid Sick Hours (or pro-rated hours based on hours worked if any employee works 30 to 37 hours) to be used during the calendar year.

Carry Over Sick Hours

Unused Sick Hours for 7-1/2, 8 and 12-hour shift personnel as of December 31 of each year may be accumulated to a maximum of 320 hours and carried forward to be used in the next calendar year. 8 and 7-1/2-hour shift personnel accumulate no more than 320 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

7.00 LEAVES OF ABSENCE

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

Other Sick Leave Administrative Issues

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, they must contact their immediate supervisor of their absence prior to time they is to begin the workday.

When on sick leave, employees must be at home, at a medical facility, or be able to explain their whereabouts when requested. Failure to provide formal documentation as to one of the three requirements will result in severe disciplinary action that may include termination. No employee on sick leave will be permitted to perform any off-duty employment.

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician *at the City's expense*. All illnesses or injuries requiring medical documentation will require a fitness evaluation and medical documentation release for duty prior to coming back to work. In order to be paid for sick leave, an employee must be sick as defined above (any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired). Therefore, in some circumstances a physician's opinion may be required in order to draw a sick leave benefit.

Absenteeism and Abuse of sick leave

The following shall be grounds for discipline up to and including termination:

- a. Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
- b. Pattern of sick leave abuse. This includes recurring use of sick hours on Fridays or Monday, before or after holidays, or before or after scheduled time off such as vacations, birthdays, personal days, or compensatory days off. This also includes repeated use of sick leave hours at times which the employee reasonably should know to be important to the department because of workload, deadlines, or other causes rendering absences particularly troublesome to the department. Any combination of the above may constitute a pattern of abuse of sick leave and will be dealt with severely through normal disciplinary measures provided for in this manual.

7.00 LEAVES OF ABSENCE

Sick Hour Bank

In an effort to create an opportunity for a benefit to those employees who may have a major medical issue, the City of Westfield has created a Sick Hour Bank. The Sick Hour Bank shall be administered as follows:

Eligibility:

To be eligible to enroll in the Sick Hour Bank the employee first must have available the maximum allowable number of hours that may be accumulated pursuant to Section 7.01 "Carry over Sick Hours" of this policy and procedure manual.

Enrollment:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

Continued Participation in the Sick Bank:

1. To remain actively enrolled in the Sick Hour Bank, the employee must donate forty-eight (48) Sick Hours during the enrollment period each subsequent year to remain qualified to submit claims against the Sick Hour Bank the following calendar year.
2. Any employee who fails contribute the required number of accumulated Sick Hours during the Open Enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

Administration:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is *the lesser of* one thousand four hundred and forty (1,440) hours or the balance of Sick Hours contributed by all City employees that remain in the Sick Hour Bank.

7.00 LEAVES OF ABSENCE

3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit their request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which they are receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

7.02 National Guard, Reserve Duty and Task Force Leave

The City of Westfield recognizes the importance of military service to our country and our state. The City will fully comply with all provisions set forth in federal and state law governing military leave. Pursuant to these laws, regular full-time and part-time employees are eligible for unpaid military leave as set forth below. Such leave and the re-employment rights of an employee upon return from such leave shall be determined in accordance with applicable federal and state law and regulations.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or vacation leave, for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2) a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

Any employee of the City who is a member of the Indiana National Grand, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to receive an **[unpaid]** leave of absence for the time when the employee is on

7.00 LEAVES OF ABSENCE

state active duty under I.C. 10-16-7-7 or other active duty described in I.C. 10-16-7-23 (referred hereafter as “active duty”). (I.C. 10-16-7-5(c)).

Furthermore, the City will continue to pay both sides of the '77 or Civilian PERF for the employee and will continue to give credit for longevity. The City will cover the expense for medical, dental, vision for the employee's dependents if the dependents were enrolled at the time of deployment. No contributions will be made to any 457 or 401a supplemental retirement plans during deployment.

Nothing contained in this Section 7.020 shall be implemented in violation of the Fair Labor Standards Act or other applicable law. Where a conflict exists, applicable law shall apply instead of this policy.

During a Task Force Leave, Non-Exempt and Exempt employees will receive pay for each hour worked and from portal to portal. Hours worked greater than forty (40) hours in the applicable payroll week, provided that the employee was required to work the additional hours during and as a result of a declared Task Force Leave will be paid at the employee's overtime rate.

7.03 Family Military Leave

In compliance with the Indiana Military Family Leave Act (Indiana Code 22-2-13), the City will allow employees 10 days of unpaid leave when a family member is called to active duty in the United States Armed Forces, the Indiana Army National Guard, or the Indiana Air National Guard. The family member must be scheduled for at least 89 days of active military duty in order for the employee to qualify for family military leave. With the City's prior approval, an employee may use their earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for all or a portion of their family military leave. If you believe that you may qualify for family military leave or have questions about taking a family military leave, please contact the Director of Human Resources.

7.04 Bereavement Leave

A paid bereavement leave is authorized per death in the family as specifically described below:

This benefit applies to the death of an employee's spouse, child, step-child, mother, father, step-father, step-mother, step-brother, step-sister, step-grandchild (only when any step-relationship is within current marriage), mother-in-law, father-in-law, grandparents (employee's and spouse's), grandchildren, brother, sister, sister-in-law, brother-in-law, half-brother, half-sister, son-in-law, daughter-in-law, aunt, uncle, or spouse of any of these listed and a person living in the same household with the employee.

Those employees assigned to 7.5 or 8-hour shifts may be granted three (3) days of Bereavement Leave. Those assigned to 12-hour shifts may be granted two (2) days of Bereavement Leave. Those assigned to 24-hour shifts may be granted one (1) day of Bereavement Leave (i.e., one 24-hour period). This benefit is for full-time employees only.

7.00 LEAVES OF ABSENCE

In special circumstances, usually because of travel distances, an extension of absence with pay may be granted on a case-by-case basis and approved by the Department Head **and** Chief of Staff.

Any other absence in connection with funerals of other relatives or friends may be excused **without pay** if personal hours are not available. This decision to allow this absence is at the discretion of the Department Heads.

For purposes of this provision a day equals the number of hours the employee would regularly have been scheduled to work on the day taken off.

7.05 Illness in the Family Leave

If serious illness, as defined by the FMLA Act of 1993 (see Section 7.09) occurs in your immediate family (mother, father, wife, husband, child, within current marriage stepchild) and your presence is required, pay **may** be received for a brief absence if approved by your Department Head. A maximum of 3 days for 8 and 7 1/2-hour shift personnel; 2 days for 12-hour shift personnel; and 1 day for 24-hour shift personnel may be granted for each occurrence. No employee shall be able to utilize more than two occurrences within a calendar year. The amount of paid time off depends greatly upon individual circumstances and should be reviewed with and approved by your Department Head upon receipt of a doctor's notification of the situation. This benefit is available for full-time employees only. Outside employment is prohibited during this leave and time is to be taken in full-day increments.

7.06 Civic Leave (Jury Duty, Witness Duty)

Any employee who is summoned to serve on a petit or grand jury or to appear as a witness for the Federal, State or City Government shall immediately inform their Department Head or immediate supervisor. This employee shall be excused from work for the days on which they serve.

An employee's pay during this service period may be reduced by the amount received from the Court. The employee will present proof of service (subpoena) and of the amount of payment received thereof from the clerk of the court or coroner. Payment by the court to the employee for traveling expenses may be retained by the employee.

If an employee is released from jury duty by the court any time prior to noon, they shall report to work as soon as possible but at least within (2) hours of being released by the court.

Part-time employees will not receive compensation for their time away from work for civic leave but will be given excused time off.

7.07 Other Leaves

Full-time employees may also receive leaves of absence for other purposes subject to the approval of the Chief of Staff or Mayor. These leaves may be paid or unpaid and will be considered on a case-by-case basis.

7.00 LEAVES OF ABSENCE

7.08 Maternity Leave

An employee who is unable to work because of pregnancy, child delivery, or other pregnancy-related causes, shall be treated for purposes of medical leave, vacation leave, leaves of absence, and other benefits, as any other employee with a medical condition. No maternity leave shall be for a period longer than 90 calendar days including the use of earned sick leave and vacation time available.

The City of Westfield will make every reasonable effort to provide employees who are nursing mothers a private place to express breast milk, as well as an appropriate place to store the expressed milk and shall:

1. Provide reasonable paid break time to an employee who needs to express breast milk for their infant child. The break time must, if possible, run concurrently with any break time already provided to the employee;
2. Make reasonable efforts to provide a private space, other than a toilet stall, in close proximity to the work area, for nursing mothers to express milk; and
3. Make reasonable efforts to provide a refrigerator or other cold storage space for expressed breast milk or allow the employee to provide their own portable cold storage device for keeping milk that has been expressed until the end of the employee's work day.

It is the responsibility of the employee to request from Human Resources or their direct supervision a workplace accommodation.

7.09 Family and Medical Leave Act of 1993

The City of Westfield complies with all applicable federal and state laws, including the Family and Medical Leave Act (FMLA) of 1993, as amended. Under the FMLA, eligible employees are entitled to certain rights and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

An eligible employee under FMLA is an employee who has been employed by the City of Westfield for at least 12 months and who has worked at least 1,250 hours within the last 12 months. All public sector employees who meet the above requirements are deemed an eligible employee.

An eligible employee may take FMLA leave for up to 12 weeks per leave year, calculated on a rolling 12 month period measured backward from the date any leave is used, for any of the following four reasons:

- 1) To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care, for a period of up to one year after such birth or placement. Also includes "in Loco Parentis", an individual who has day-to-day responsibility to care for and financially support a child who is under eighteen (18) years of age or who is older than eighteen (18) years of age and incapable of self-care because of a physical or mental disability;

7.00 LEAVES OF ABSENCE

- 2) To care for the employee's spouse, child, or parent who has a serious health condition;
- 3) Because of the employee's own serious health condition, if that condition renders the employee unable to perform their job functions; or

Due to any non-medical 'qualifying exigency' arising out of the active duty status (or notice of an impending call or order to activity duty) of your spouse, son, daughter or parent in the Armed Forces in support of a contingency operation ("qualifying exigency military leave").

If you are the spouse, son, daughter, parent, or next of kin of a "covered service member", then you may be entitled to take up to 26 workweeks of service member family leave in a 12-month period to care for the service member. This 26-workweek leave entitlement shall be reduced by any leave taken during the 12-month period for one of the reasons enumerated above. For example, if you took 8 weeks of leave due to your own serious health condition, you would be entitled to up to 18 weeks of service member family leave.

The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred during the five years preceding the date of treatment.

The term "serious injury or illness" means "an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating."

Spouses employed by the City are jointly entitled to a combined total of up to 26 workweeks of service member family leave.

A serious health condition is defined as any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e. overnight hospitalization) or continuing treatment by a health-care provider. Continuing treatment is defined as:

- (a) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition with the requisite instances of subsequent treatment;
- (b) any period of incapacity due to pregnancy or for prenatal care;
- (c) any period of incapacity due to a chronic serious health condition;
- (d) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;

7.00 LEAVES OF ABSENCE

- (e) any period of absence to receive multiple treatments for certain conditions (e.g. chemotherapy, dialysis); or
- (f) other qualifying absences attributable to incapacity. Common colds, flu, earaches, etc. are not considered serious health conditions.

Routine physical, eye or dental examinations are not considered within the scope of continuing treatment and voluntary cosmetic treatments are not generally considered serious health conditions unless inpatient care is required.

An eligible employee generally must give the Department Head at least 30 days notice of their intent to take leave under FMLA. If the employee is unable to give such notice, then the employee must notify the Department Head as quickly as possible. The Department Head will forward the notification immediately to Human Resources for processing and filing. If a notification cannot be obtained from the employee, the Department Head must give notice to Human Resources that an employee is off and Human Resources will determine if the leave applies. When requesting qualifying exigency medical leave or service member family leave, you must provide the City with as much notice as is reasonable and practicable.

In cases of leave to be taken to care for a seriously ill family member or due to an employee's own serious health condition, the employee must provide the Department Head and the Human Resources Department with certification signed by the health care provider including the following information:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) Medical facts supporting the need for leave;
- 4) If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the job as well as the nature of any other work restrictions, and the likely duration of such inability;
- 5) If applicable, a statement that the employee is needed to care for their spouse, child, or parent and an estimated duration of such need; and
- 6) If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

A certification form will be provided to the employee by the City. An eligible employee on FMLA leave must submit to the Department Head and to the Human Resources Department a medical release indicating that the employee is able to return to work and perform the duties identified in the employee's job description. Without such a release the City of Westfield cannot restore the employee to an active status.

The City of Westfield requires that the employees take any available paid leave (e.g. vacation, sick, personal) for which they are eligible while on FMLA leave. Employees shall only be eligible to use their accumulated sick leave while on FMLA leave if the FMLA leave is taken for the employee's own serious health condition. Otherwise, leave is without pay.

7.00 LEAVES OF ABSENCE

The FMLA provides up to either 12 or 26 weeks of job protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

During FMLA leave the City of Westfield is required to maintain the group health benefits for the employee while on leave. Any employee cost for such insurance is still the responsibility of the employee while on leave. The employee is expected to make arrangements with the Department Head and with the Clerk-Treasurer's office for payment of the employee's obligation. Outside employment is prohibited for any medical leave of absence regardless of whether it is for employee's own medical condition, to care for a family member or while on any FMLA leave.

7.10 Vacation Leave (Unpaid)

All regular full-time employees may request an additional ten (10) days of vacation each calendar year **without pay** (12-hour personnel may request 7 days and 24 hour employees may request 6 days) after eligible leave is used. Eligible leave is defined as earned vacation both carried over from the prior year plus the current year's vacation plus floating holiday and personal time. It is not a requirement to take this unpaid vacation leave in weekly increments.

The Department Heads of each department **have the sole authority** to grant this additional vacation **without pay** based upon work schedules and requirements in their areas. These days are **not** eligible to be carried forward to the next year if not used and are **not guaranteed** to be granted when requested.

Additional leave time may be granted to the extent required by the Americans with Disabilities Act and/or other applicable law.

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8.00 RETIREMENT

8.01 Summary

All regular full-time employees, including the Clerk-Treasurer and the Mayor of the City of Westfield, are allowed to participate in a retirement program, funded at least in part by contributions from the City. Eligibility begins on the first day of employment with the City. Part-time employees are only allowed to participate in the 457 Retirement Plan described in 8.03 below and the City will not make any contributions to that plan. Elected officials may have different retirement options with PERF and should contact PERF prior to their retirement.

8.02 Public Employees Retirement Fund (PERF)

Most full-time employees (other than certain firefighters and police officers described in Section 8.06), the Clerk-Treasurer, and the Mayor of the City of Westfield are required to join the Public Employees Retirement Fund (PERF) maintained by the State of Indiana. This plan is designed as an employer **and** employee contributory plan. The City of Westfield currently contributes the employee **and** employer portion to this retirement plan for all eligible employees. Eligible employees are enrolled as of the first day of their employment with the City. Civilian PERF is based on gross wages and calculated at 14.2% total.

Paramedics are considered civilian employees when it pertains to PERF. The City contributes 14.2% of the paramedic's base pay into the Civilian PERF account and an additional 13% of their base pay as a nonelective contribution into the 401(a) account. Paramedics do not have to contribute to the 457b in order to receive their nonelective contribution.

PERF pays benefits to employees upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the employee's death.

In many municipalities, the employee shares in this retirement cost; however, the City of Westfield has included the employee portion of this cost as an additional benefit to the eligible employees employed by the City. Therefore, there is **no payroll deduction** for this state retirement program. Employee contributions (made for the eligible employee by the City) are eligible to be refunded to the employee by PERF upon termination of employment if the employee so chooses and applies to PERF for a refund of these funds.

Full particulars regarding PERF are contained in a PERF Member Handbook available online at www.in.gov/inprs/perfmbforms.htm. Additional questions should be directed to the Clerk Treasurer's office.

8.03 Deferred Compensation (Supplemental Retirement Option)

457 Retirement Plan

The program is entirely voluntary and public employees (full and part-time) may contribute a portion of their salary **before federal taxes**, if they desire, to a retirement account. The purpose of this program is to help you build your own additional financial security through payroll deductions being contributed to an investment program.

8.00 RETIREMENT

The City's Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office. Contact our representative from One America to make an appointment with you to explain this program in more detail.

8.04 City of Westfield Matching Investment Plan (a 401(a) Plan)

This matching program is intended to supplement retirement investment initiatives by all full-time employees, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees' future retirement.

The City matches \$0.667 in a 401(a) account for each \$1.00 invested in the 457 Retirement Plan up to 6% of the employee's annual **base** salary. The City's up to 4% matching portion is invested in a 401(a) account and is subject to the vesting schedule below based on your years of service with the City. The City's Director of Human Resources is available to explain other eligibility requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office.

401(a) Account Vesting Schedule:

Year 1 Vesting	0%
Year 2 Vesting	0%
Year 3 Vesting	20%
Year 4 Vesting	40%
Year 5 Vesting	60%
Year 6 Vesting	80%
Year 7 Vesting	100%

See **example** below of how this program works. This example uses an employee with an annual **base** salary of \$25,000 and a 457 Retirement Plan Contribution of 6%.

	<u>457 Retirement Plan</u> <u>6% of Annual Base Salary</u>	<u>401(a) Retirement Plan</u> <u>City Match</u> <u>(\$.667 for each \$1.00</u> <u>invested in your 457</u> <u>Retirement Plan)</u>
Annual Base Salary		
\$25,000	\$1,500	\$1,000

If you invest \$1,500 into the 457 Retirement Plan or Roth Plan, the City will match that contribution at the rate of \$.667 for each \$1.00 or \$1,000. If you contribute less than 6% into the 457 Retirement Plan or Roth plan, the City will match \$.667 for each \$1.00 you contribute. For example, if your contribution is \$800 then the City will contribute \$533 into your account under the 401(a) Retirement Plan.

8.00 RETIREMENT

8.05 City Nonelective Contribution to 401(a) Plan for Certain Police Officers

This policy applies to all police officers who elected to remain in the Civilian PERF Fund as described in Section 8.06 when they were allowed a choice on January 1, 2008. To supplement retirement for this category of police officers who are not participating in the 1977 Police and Firefighters Fund, the City contributes 13% of the police officer's base pay as a nonelective contribution into the 401a plan described above and 14.2% of the police officer's **gross** pay into the civilian PERF, subject to maximums imposed by federal law. Therefore, there is no payroll deduction for those officers participating in this retirement program. This contribution is made in July and January of each year.

8.06 1977 Police and Firefighters Fund

The 1977 Police and Firefighters Fund ('77 Fund) maintained by the State of Indiana is available to all professional firefighters of the City's Fire Department and to all professional police officers hired on or after January 1, 2008 who are 36 years of age or less on their dates of employment. The '77 Fund was also made available to those professional police officers who enrolled in the Fund effective as of January 1, 2008. Eligible employees are enrolled as of the first day of their employment with the City.

The '77 Fund is designed as an employer **and** employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 18% of the 1st Class Patrolman or 1st Class Firefighter's base salary plus 20 years of longevity pay into the '77 Fund.

The '77 Fund pays benefits to police officers and firefighters upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the police officer's or firefighter's death.

In order to receive retirement benefits, members of the '77 Fund must have completed at least 20 years of creditable service and attained age 52 for an unreduced benefit or age 50 for a reduced early retirement benefit. If a member of the '77 Fund ends employment for any reason other than your death or disability before completing 20 years of creditable service, the member's employee contributions are eligible to be refunded to the member.

Additional information regarding the '77 Fund is available contained in the Police and Firefighters Member Handbook provided on-line at www.in.gov/inprs/policeandfirefighters.htm. Additional questions should be directed to the Clerk Treasurer's office.

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9.00 PERSONAL HEALTH AND WELFARE

9.01 On-The-Job Injury

Non-public safety employees who suffer an on-the-job injury will receive their normal rate of pay for up to five (5) days of their normally scheduled work period provided a physician certifies that the employee is unable to work. Public safety employees who suffer an on-the-job injury, and who are certified by a physician as being unable to work, will receive their normal rate of pay for up to three months (unless otherwise extended at the discretion of the City) until they begin receiving their disability payments from PERF. However, no employee may receive both their normal rate of pay and workers compensation or PERF disability benefits for the same time period. Therefore, if the employee is paid their normal rate of pay and subsequently receives workers comp or PERF benefits for the same time period, they must reimburse the City the amount the City paid. If Worker's Compensation pays the employee for these first days off, the employee will reimburse the City. This period shall not be charged against the employee's medical leave account. Employees who are injured or become ill on the job should report the injury or illness immediately to their supervisors.

1. The employee should, at the earliest convenient time, file a report of the incident with the supervisor. The report must include all relevant information about the incident.
2. The supervisor is responsible for ensuring the employee receives proper care as well as for ensuring completion of the incident report.
3. Worker's Compensation Insurance Forms must be completed by the involved employee or, if necessary, by the supervisor within twenty-four (24) hours of the injury. A person assigned by the supervisor will help the employee in the completion of the appropriate medical insurance and/or Worker's Compensation Forms. All of these forms should be routed to the City's Human Resources Department for processing.

9.02 On-The-Job Safety

The City of Westfield's employees over the years have given the City an enviable safety record. By following safety rules and instructions that have been developed based on working experience, you will help to continue to make our City a safe place to work. Your supervisor will give you any specific safety instructions based upon your specific work assignments. A serious violation of the safety rules or instructions given to you by your supervisor may result in disciplinary action, including dismissal.

The responsibility for this important part of your working life - your own safety and the safety of others - is shared by your supervisor and by you. In the last analysis, it is individual action that results in a safe or an unsafe environment.

All employees must report to their supervisor any working conditions that they believe to be potentially unsafe or harmful. Failure of the supervisor to address the situation or to convey the matter to the Chief of Staff could result in disciplinary action, including dismissal, of the supervisor.

9.00 PERSONAL HEALTH AND WELFARE

9.03 Tobacco Usage

All City owned or operated facilities, including but not limited to, buildings and surrounding grounds, vehicles owned, leased or operated by the City of Westfield, parks, trails, parking lots as well as any City sponsored event wherever located within the City limits, shall be subject to the provision of Ordinance No. 09-09; Prohibiting Smoking in Public Places. The purpose of this Ordinance is to protect the public health and welfare by prohibiting smoking in public places and places of employment and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Smoking shall be prohibited in all public places within the City of Westfield, including any outdoor area within reasonable distance of a regulated area so as to insure tobacco smoke does not enter into designated smoke free areas. In no event shall a distance less than twenty (20) feet be deemed reasonable.

A tobacco premium differential for medical insurance will be assessed to employees and/or spouses that use tobacco products unless an approved tobacco cessation program is completed. Tobacco usage is defined as the use of any tobacco product or a non-FDA approved nicotine replacement product, including cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, e-cigarettes, and any other form of tobacco, (religious purposes excused). All employees will be required to complete an Affidavit of Tobacco Use on an annual basis. Tobacco usage falsification of information may violate ethic codes set forth by the City of Westfield and may be subject to disciplinary actions.

For further information, please see Ordinance No. 09-09 of the City of Westfield, Indiana and amendments as applicable.

9.04 Security

In an effort to provide an environment that is safe and secure for the employees of the City, as well as residents, a security system has been installed at all City building locations. This system will require the use of a City issued security number to enter during certain periods of the day and in certain areas. Other security codes will be assigned as appropriate. Please see your Department Head or designated representative to receive your individual code. External doors will be unlocked to exit the building in the event of an emergency during business hours.

Informatics will be responsible for issuing identification cards for new employees with the exception of the police and fire departments. Department Heads, or their designee, must notify Human Resources of any new hires, terminations or missing identification cards. If an employee loses their identification card, a new card will be issued at the employee's expense. Employees will not be responsible for the cost of replacing damaged or defective cards due to normal wear and tear. All visitors must utilize the main entrance to city buildings, sign in and receive a visitor's badge.

10.00 OPEN DOOR POLICY

10.01 Philosophy and Process

Satisfactory working relationships depend on communication and understanding among people. Good relationships are easier to achieve when people feel that their problems and opinions can be discussed in a direct, open manner.

An open atmosphere is desirable in all areas of the City. If you have a problem or situation concerning any aspect of your employment, you are encouraged to discuss the problem or situation clearly and openly with your supervisor. It is important to understand the value of working through the “chain of command” in working your issues through upper level supervisors. In most cases, such discussion will lead to a prompt resolution of the problem or situation.

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11.00 DISCIPLINE AND DISCHARGE

11.01 Philosophy

Since circumstances vary in each case involving possible disciplinary action, each situation is handled on an individual basis. Management will work with the employee in attempting to correct the situation. The Chief of Staff may be brought into the dialogue to work with Department Heads to ensure consistent application of disciplinary measures and to, where appropriate, ensure that progressive discipline was followed.

The nature of the disciplinary action taken will depend on the nature of the problem and the circumstances involved and will be consistent across all departmental lines.

11.02 Grounds for Disciplinary Action

Employees who engage in one or any combination of the following infractions may be subject to disciplinary action by their supervisor.

1. Poor job performance
2. Disobedience of orders
3. Conduct that disregards the public good
4. Repeated tardiness and/or unexcused absence
5. Inappropriate dress
6. Failure to abide by policy of working unauthorized overtime
7. Violation of Westfield Policy(ies)

The foregoing list of inappropriate conduct is illustrative and not exhaustive. Any employee who engages in inappropriate conduct shall be subject to disciplinary action, up to and including termination. Furthermore, employees have an affirmative duty to notify the city of any arrest or conviction.

11.03 Tardiness / Unexcused Absence

Tardiness for non-supervisory personnel is defined as late arrivals past the stated starting time for the work day and unexcused absence for all personnel shall be defined as failure to personally notify authorized management when said employee is unable to report for work. Two (2) late arrivals or two (2) unexcused absences in a 90-day period shall result in a written notice from the Department Head that will be placed in the personnel record. Two (2) written notices in any six (6)-month period may result in termination of employment.

An employee who fails to show up for work for three (3) days in a row and does not call in to report will be considered to have voluntarily resigned their position.

11.00 DISCIPLINE AND DISCHARGE

11.04 Extent of Authority

A Supervisor, Department Head, and/or Chief of Staff may discipline an employee who commits any of the above infractions and may impose any one or more of the following disciplinary actions, depending on the circumstances

1. Verbal Warning
2. Written Reprimands
3. Suspension from work with or without pay
4. Discharge

All disciplinary actions involving suspension, demotions or terminations must be reviewed and approved to ensure compliance with relevant policies, procedures and laws. All personnel actions must be documented in the official employee personnel file located in the Human Resources office.

11.05 Progressive Discipline

Misconduct or unsatisfactory performance by an employee will typically be handled through a progressive disciplinary system. A progressive system of discipline is designed to allow both the City of Westfield and its employees to address unacceptable work performance or misbehavior through communication and consistent action.

1. Verbal warnings are typically the first layer of discipline issued, but may not be the only means of discipline applied, depending upon the severity of the situation as determined by the Supervisor, Department Head, and/or Chief of Staff. Verbal warning will be in writing and forwarded to the Human Resources office to be filed in the official employee personnel file.

2. Should the offense continue past the occasion upon which the verbal warning was given, the result will then be a written reprimand. Written reprimands will be placed in the employee's official personnel file in the Human Resources office.

3. An additional offense, including but not limited to a repetition of the first offense or incident, within twelve (12) months of the first offense or incident, will result in a written warning and may result in a one (1) to three (3) day suspension with or without pay or a new defined disciplinary probationary period may be established.

4. A third offense or incident, including but not limited to the repetition of previous offense or incidents, within twelve (12) months of the second offense or incident, will result in immediate discharge.

11.00 DISCIPLINE AND DISCHARGE

5. If the twelve month disciplinary period lapses without the employee moving to the third offense or incident, the employee is deemed to have complied with the progressive discipline for that twelve month period and the progressive discipline starts over with a verbal warning upon the next offense or incident. Any restrictions or conditions put upon the employee by the supervisor during the twelve month disciplinary period should be revisited by the supervisor at the end of the twelve months. Only in egregious circumstances should the conditions be continued beyond the twelve month disciplinary period. The City reserves the right in its discretion to bypass any of the above steps and utilize a higher level of discipline, including immediate termination, for any given occurrence. The severity of discipline will depend upon the severity of the occurrence, as well as the employee's work history.

11.06 Offenses That May Result in Immediate Discharge

The offenses listed below are examples of conduct for which the employee **may** be discharged immediately. This listing is not intended to be all-inclusive but rather to be illustrative in nature.

1. Reporting to work under the influence of alcohol or other drugs not prescribed by a physician
2. Drinking and/or possession of alcoholic beverages or using and/or possessing drugs not prescribed by a physician while on the job
3. Fighting while on the job
4. Threatening employees or other citizens while on the job
5. Theft while on the job
6. Theft from the City of Westfield, which shall include unauthorized use of City property or equipment
7. Intentional or grossly negligent destruction or damaging of City property
8. Representing oneself as a City of Westfield employee in order to aid in committing or attempting to commit a felony or misdemeanor
9. Flagrant insubordination regarding supervisor's directions
10. Possession of dangerous weapons in the workplace or in any City vehicle, except when an employee is specifically authorized to by the City.
11. Immoral or indecent conduct or use of abusive language while on the job
12. Falsification of City records or any records kept by the City of Westfield
13. Any attempt to commit fraud through insurance, payroll, or other administrative documents

11.00 DISCIPLINE AND DISCHARGE

14. Conviction of a felony, domestic violence or child abuse
15. Unauthorized disclosure of any confidential City information
16. Refusal of drug testing without good reason
17. Violation of the City's Workplace Violence Policy
18. Violation of the City's discrimination or harassment policies
19. Engaging in or permitting unethical or illegal conduct
20. Failure to maintain a valid Indiana Driver's license

In addition, the Police Department and Fire Department periodically issue General Orders for their respective departments. As General Orders relate to public safety and employee conduct, they may also be grounds for disciplinary action, even though they may not be included in the above list. Not all General Orders are related to conduct but may also be grounds for disciplinary action or termination.

11.07 Workplace Violence Policy

The City of Westfield is concerned about increased violence in society, which has also filtered into many workplaces throughout the United States. As a result, the City has developed the following policy to prevent incidents of violence from occurring at the City.

1. The City prohibits any acts or threats of violence by any employee on or off City premises at any time. Any employee or former employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures will be subject to disciplinary action, up to and including termination.
2. The City prohibits any acts or threats of violence against any of its employees, or visitors at any time while they are on City premises or engaging in business with or on behalf of the City on or off of City premises. The City will take appropriate action when dealing with employees, former employees, and visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel in prosecuting violators of this policy to the maximum extent of the law.
3. Employees, former employees, and visitors (excluding Professional Police Officers) are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle.
4. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.
5. In furtherance of this policy, employees have a "duty to warn" their supervisors, Department Heads, security personnel, or Human Resources of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, and threatening of offensive comments or remarks.

11.00 DISCIPLINE AND DISCHARGE

Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

If you are a victim of threats or acts of workplace violence, witness or hear of threats or acts of workplace violence or if you believe such violence could soon occur, notify your supervisor, Department Head, Director of Human Resources or Deputy Mayor/Chief of Staff immediately. Making a report in good faith will not reflect negatively on any employee with respect to the terms and conditions of their employment. **In an emergency, employees should dial 9-1-1 immediately.**

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12.00 OTHER RULES AND REGULATIONS

12.01 Purpose

The purpose of these stated rules and regulations is to help to maintain a high level of conduct on the part of the employees of the City of Westfield. In no way do these directives try to dictate personal manners or lifestyles, but they do seek to promote the effective skills and services that characterize the City's employees. The rules and regulations are to be used as guidelines and should not be seen as applying only to the general ideas listed here; City employees should also incorporate their own view of positive work habits.

12.02 Performance on the Job

Every City employee shall devote their full-time and attention to the task at hand while on the job. Supervisors must be able to oversee subordinates at all times and take immediate action if indifferent or improper behavior is seen.

12.03 Conduct in the Work Place

All employees should conduct themselves on the job in a manner appropriate to the workplace. The normal standards of courtesy and consideration for others should be observed in all contacts with City associates as well as with other people who may have business to transact with our City. In particular, all employees must be sensitive to the concerns and values of others.

12.04 Contracting Conflicts of Interest

The City may enter into a contract or renew a contract for the procurement of goods or services or a contract for public works with an individual who is a relative (spouse, parent, step-parent, child, step-child, sibling, half-sibling, step-sibling, aunt, uncle, niece, nephew, daughter-in-law or son-in-law) of an elected official (Mayor, member of the City-Council or Clerk-Treasurer); or a business entity that is wholly or partially owned by a relative of an elected official; only if the requirements below are satisfied and the elected official does not violate IC 35-44.1-1-4.

The City may enter into a contract or renew a contract with an individual or business entity described above if:

- (1) the elected official files with the City a full disclosure, which must:
 - a. be in writing;
 - b. describe the contract or purchase to be made by the City;
 - c. describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - d. be affirmed under penalty of perjury;
 - e. be submitted to the City Council and be accepted by the City Council in a public meeting prior to final action on the contract or purchase; and
 - f. be filed, not later than 15 days after final action on the contract or purchase, with:
 - i. State Board of Accounts; and
 - ii. The Clerk of the Hamilton County Circuit Court
 - g. makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or

12.00 OTHER AND REGULATIONS

(2) the City satisfies any other requirements under IC 5-22 or IC 36-1-12.

An elected official must also comply with the disclosure provisions of IC 35-44.1-1-4, if applicable.

These provisions do not affect the initial term of a contract in existence at the time the term of office of the elected official of the unit begins.

12.05 Theft

Employees shall not take articles of any kind, regardless of value, from any work site, emergency scene, or property that is public or private with the intent of depriving the legal owner. Violation of this regulation will result in immediate discipline.

12.06 Bribery, Gifts, and Gratuities

Employees shall reject any attempt by an individual, group, or organization to bribe or compensate for services rendered while on the job. Any such attempts must be reported to the Chief of Staff and City Council. Employees are encouraged to maintain good relations with suppliers and others with whom the City conducts business. However, the practice of accepting gifts and/or gratuities may be contrary to the public interest. Employees shall not accept unreasonable gifts or gratuities from agents, organizations, firms, or other individuals who may or who do conduct business with the City of Westfield.

12.07 Notice of Absence or Delay

Employees who realize that they will be unavoidably late or absent from work must notify their immediate supervisor at the earliest possible time, and as otherwise provided in this handbook. Persistent lateness or absenteeism will not be tolerated.

12.08 Uniforms

Employees required to wear uniforms shall keep, maintain, and wear the uniform as specified by their supervisor. After voluntary or involuntary separation from the employment of the City, the employee must return all uniforms.

12.09 Dress Code

As in any business or job, you are expected to report to work in a clean and neat manner at all times. We request that you dress appropriately for the job you are performing with safety in mind.

Uniformed employees will be expected to care for the uniforms and comply with procedures for uniform pick-up and cleaning.

Non-uniformed employees are expected to wear casual business attire that is suitable to represent the City in interactions with City residents, other employees and all visitors that seek our services. The City's objective in establishing a business casual dress code is to allow employees to work comfortably in the workplace yet still project a professional image. Business casual attire does not include the following and is not allowed: revealing shirts (tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans, halter-tops, or tops with bare shoulders), short skirts (a skirt or a split in a skirt more than 2" above the top of the knee, including mini-skirts, "skorts", or skirts that ride halfway up the thigh), sun dresses, beach dresses or spaghetti-strap dresses, and flip flops. Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing

12.00 OTHER AND REGULATIONS

that reveals too much cleavage, back, stomach or underwear is not appropriate for a place of business, even in a business casual setting. Any need for clarification should be directed to Human Resources.

Certain days may be declared dress down days. On these days, jeans and other more casual clothing are allowed but must still fall within the above guidelines regarding length, a revealing nature and type.

The above dress code is the minimum standard that should be followed. Department Heads may exercise their right to elevate a dress code specific to their department.

12.10 Commitment to Quality

Employees will strive to obtain all skills and knowledge necessary to perform their jobs in an outstanding manner and effectively represent the City of Westfield in all interactions. Indifference, insubordination, and improper conduct will not be tolerated.

12.11 Political Involvement

An employee may not perform any election or political campaign related function during the assigned work hours. An employee also may not perform election or political campaign related functions or acts if the said employee is wearing their uniform of the City of Westfield. This does not pertain to the act of voting.

12.12 Personnel Information Changes

Employees who change their address, telephone number, marital or dependent status must report the new information to their supervisor and the City's Human Resources Department within five (5) calendar days of the change. It is important to provide this new information because it may affect your pay and receipt of other City communications.

Changes in your W-4 federal personal exemption form should be made on forms available in the City's Human Resources office. If your personal family situation changes you may want to change this form.

Changes in your selection of medical coverage, dental coverage, vision coverage, and beneficiaries for life insurance purposes should be communicated directly to the City's Human Resources Department.

12.13 Records Disclosure Policy

It shall be the responsibility of the Human Resources area to maintain and store the official employment records of current and former employees of the City of Westfield. Human Resources may disclose for verification of employment the following information that is subject to public disclosure either by a written request, in person, or via telephone:

1. Hire date of employee and/or termination date
2. Position title
3. Department for which they are or were employed

12.00 OTHER AND REGULATIONS

4. Length of employment

All requests for salary information must be presented in writing to the Clerk-Treasurer's office for completion.

Questions concerning the nature of certain records as to whether or not those records are to be classified as public information shall be reviewed on a per request basis. The final decision will be made at the discretion of the City and legal counsel.

12.14 Conflict of Interest

An employee who knowingly or intentionally has a monetary interest in or derives a profit from a contract or purchase connected with an action by the City has a conflict of interest subject to disclosure. An employee has a monetary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the employee or a dependent of the employee.

If an employee has a conflict of interest they shall immediately disclose their conflict of interest on the prescribed form in the Clerk-Treasurer's office.

12.15 Business / Work Hours

The City Hall office hours are 8:00am to 4:30pm Monday through Friday. Employees in departments working outside of the City Hall (City Services, fire, and police) will have different work shifts and schedules that are determined by the department head of those departments. A Hybrid Work Arrangement may be available for certain job positions. Contact Human Resources for more information regarding Hybrid Work Arrangements.

12.16 Lunch Time

All employees receive a 1-hour lunch break. This **lunch period is unpaid** and will be scheduled by your immediate supervisor or determined within your work group based upon work activity. Employees are not authorized to perform any work during their lunch breaks unless they have received prior authorization from their supervisors. Police and fire personnel should specifically check with their department head to verify lunch arrangements that may be unique to their work groups.

12.17 Resignation

If an employee should decide to leave the City's employment it is desirable that as much advance notice as possible be given to the City. At least a 2 week notice is required for a termination in good standing. Even though the 2 week notice is suggested, the City may request the employee terminate immediately for internal reasons. Resignations should be documented in writing by the employee and forwarded to Human Resources to be filed in the official employee file.

An employee who resigns must return all City property, including uniforms, keys, and any other items or materials that are the property of the City and have been entrusted to the employee during their employment. Exit interviews will be required and must be scheduled with the City's Human Resources Department prior to the employee's last day of service to ensure that insurance enrollment and other important changes due to the employee's separation are made in a timely manner.

12.00 OTHER AND REGULATIONS

12.18 Gambling

Gambling on City property is prohibited and shall result in investigation by management and the Chief of Staff and may, depending on the seriousness of the offense, result in immediate dismissal.

12.19 Ethics

All City personnel shall adhere to the highest of ethical standards. Any employee associated with the expenditure of public funds shall be held to the highest degree of public trust. No employee shall engage in or permit any illegal or improper purchasing practice. Further, any employee having knowledge of any questionable practices shall immediately report this knowledge to the Chief of Staff. Your report will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action, including possible termination of employment, and/or criminal prosecution.

The City requires that all employees adhere to the following principles and standards:

1. Give first consideration to the objectives and policies of the City
2. Strive to obtain the maximum value for each dollar of expenditure
3. Grant all competitive suppliers equal consideration insofar as state and federal statute
4. Demand honesty in sales representation whether verbal or written
5. Give prompt and courteous reception to all who have legitimate business with the City including suppliers and customers
6. Foster fair, ethical and legal practices

12.20 Technology Resources Policy

12.20.1 Summary

The City provides computing resources to its employees and affiliates. Computing resources are defined as any and all technological resources and services procured or maintained through City funds or City paid employees: work stations, desktops, laptops, file servers, hardware, software, televisions, cellular phones, internal and external communication networks (e.g. internet, bulletin boards, commercial online services, and electronic mail systems) which are accessed directly or indirectly using City-owned and operated resources. Cybersecurity training is required for all employees and must be completed within the employee's first week of work. The Informatics Department may update technology protocols at any time in order to abide by regulations and all employees must abide by those updated protocols.

12.20.2 Purpose and Scope

This policy sets forth the City's policy regarding the use, access, and disclosure of computing resources. This policy applies to all employees, contractors, consultants, temporaries, and affiliates.

12.00 OTHER AND REGULATIONS

Computing Resources are a privilege, not a right. Therefore, any and all City provided computing resource-related rights may be revoked for violations of unacceptable behavior including, but not limited to:

- unsolicited and unauthorized mass electronic mail (a.k.a. spam)
- offensive language
- obscene materials
- harassment or discrimination
- direct or indirect threats
- pornographic or gaming materials
- use of unauthorized device(s)
- infringement on others' privacy
- unauthorized access to other's electronic mail or other network resources
- interference with others' work
- copyright infringement
- any illegal activity; or
- other unauthorized use of electronic mail or network resources provided by the City

Please refer to the Policies and Procedures Manual sections 11.04 and 11.05 for disciplinary actions when this policy is violated.

12.20.3 Statement of Policy

A. Privacy, Confidentiality and Public Records Considerations

The City will make reasonable efforts to maintain the integrity and effective operation of its computing resources, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. The City can assure neither the privacy nor confidentiality of messages that may be created, transmitted, received, or stored.

In addition, Indiana law provides that communications of City personnel that are sent or received may be considered public records and are subject to public inspection. See Indiana Code 5-14-3-2.

Official City Issued E-mail Address

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.

12.00 OTHER AND REGULATIONS

B. Permissible Uses

1. Authorized Users
 - a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor/Chief of Staff, Director, and/or Informatics) are authorized users of the City's computing resources.
2. Purpose of Use
 - a. The use of any City resources must be related to the identification of one's job responsibilities. Incidental and occasional personal use may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use for personal purposes is subject to the provisions of this policy.

C. Prohibited Uses

1. Prohibited Purposes
 - a. Personal use that creates a cost for the City.
 - b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
 - c. Using the work of others in violation of copyright laws
 - d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
 - e. Harassment or intimidation of others in any manner including:
 - i. Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
 - f. Violation of Federal, State, or local laws, and regulations
 - g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
 - h. Use of an encryption device to restrict or inhibit access
 - i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.

12.00 OTHER AND REGULATIONS

Any employee that receives prohibited messages has the responsibility to contact their department head and should not attempt to resolve the issue on their own, or forward any of the contents.

D. City Employee's Access and Disclosure

1. Users must keep their personal username(s) and password(s) confidential. All employees must use two (2) form authentication.
2. General Provisions
 - a. The City reserves the right to access and disclose the contents of all users' electronic records without consent if there is a legitimate business need. All communications sent or received utilizing any City owned resources may be made available for review.
 - b. Electronic records are subject to the provisions of Federal Statute *I.C. § 5-14-3*
3. Monitoring of Computing Resources
 - a. The City may exercise the right to monitor any and all computing resources to the extent permitted by law, without notice to or further consent by employees.
4. Inspection and Disclosure

The City will inspect and disclose the contents of computing resources when action is necessary in the following conditions:

- i. in the course of an investigation conducted by City officials; or
- ii. to protect health and safety; or
- iii. to prevent the interference of any of the City's missions, objectives, or goals; or
- iv. to acquire information for the completion of one's responsibilities (only in the condition where they has the authority to authorize such action) and that is not more readily available by some other means

Electronic records must be available for inspection and copying by the public agency unless an exception to disclosure, based on the content of the message, applies.

Exemptions to disclosure are set forth in I.C. § 5-14-3-4 Sections 4(a) and 4(b).

5. Special Procedures to Approve Access to, Disclosure of, or Use of Computing Resources
 - a. Any individual seeking to obtain, use, or disclose information who does not have prior consent of the user and/or who does not directly supervise the user, must first obtain written permission from the user's department director. Only after the appropriate written permissions will Informatics grant access to the appropriate folders and/or files associated with the request.

12.00 OTHER AND REGULATIONS

E. Retention and Archiving of Electronic Mail

Electronic mail messages using City-owned equipment or software may be public record and subject to inspection and discovery. All electronic mail will be destroyed on or after its first (1st) anniversary unless stored within the Informatics' provided folder within each user's Outlook application, or as otherwise required by law.

Note, mail messages that have been previously segregated and/or stored as evidence (functions, policies, decisions, procedures, operations, or other activities of the City) or because of the value of official City Data, then such messages must be retained, archived, and destroyed in compliance with the *Cities and Towns Above 5,000 Population General Retention Schedule (CTGRS) Indiana Commission On Public Records – County Records Management*. Printing or storage of messages must comply with records management codes enforced by the State, Local, County, or Federal Governmental Agencies. It is the responsibility of each Department to know their respective records retention laws set forth by the CTGRS and abide by such policies.

All archiving activities or saving of e-mail messages outside of Outlook, Outlook Web Access, or a City provided e-mail enabled telephone device may be destroyed upon recognition.

The City reserves the right to place an official litigation hold or otherwise maintain electronic mail records beyond the 1st anniversary if such records are officially or perceived to be associated with an active investigation. Such requests for records may only originate from City Administration or from any official legal entity as defined by Federal, State, or local statute.

F. Disciplinary Action

Disciplinary action will be taken against individuals found to have engaged in prohibited use of the City's electronic mail or other network. The City reserves the right to skip sections of disciplinary action pending the severity of the offensive usage up to and including a direct referral to City judicial authorities or law enforcement officers.

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CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

1. Purpose and Scope

The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document *does not* apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

2. Goals

The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress in meeting those expectations;
- Document performance based on assigned job duties and established performance goals;
- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

3. Roles and Responsibilities

The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines.

The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. **This is the most critical element of the process.** In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

4. Performance Management Schedule

The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The 2023 schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September 4, 2023, and no later than October 20, 2023, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- b) Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- c) Supervisor completes written performance evaluation form, excluding achievements and goals.
- d) Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than October 27, 2023. Achievements and goals are discussed and added at this meeting. Employee signs completed form and receives copy.
- e) Performance evaluation form is submitted to Department Director for review and signature. Original signed form and employee self-assessment are sent to Human Resources no later than November 3, 2023. Department keeps a copy.
- f) Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.
- g) Second evaluation interview and Performance Improvement Plan, when

required, are completed and submitted to Department Director for review and signature no later than December 1, 2023. Original is retained by department with a copy to employee and Human Resources.

- h) Three-month re-evaluation based on Performance Improvement Plan is completed and submitted to Department Director for review and signature no later than March 1, 2024. Original signed form is sent to Human Resources no later than March 8, 2024. Department and employee each get a copy.

5. Employee Self-Assessment

Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

6. Supervisor's Performance Evaluation

The performance evaluation consists of the following sections:

- Personal/Work Attributes
- Areas for Development
- Achievements and Goals (to be completed jointly by supervisor and employee)
- Other Comments (supervisor and/or employee)
- Acknowledgements (supervisor, employee and director)

Supervisors will evaluate their subordinate employees' work performance for the entire 12-month period preceding the interview. Since the initial performance evaluation will take place in 2023, supervisors may go back further than 12 months to establish a pattern of behavior.

The performance evaluation will be based on a standard set of expectations. Although job responsibilities vary from position to position, success in any position depends on a common set of attributes which includes adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

7. Performance Ratings

The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- Meets Expectations
- Exceeds Expectations
- Needs Improvement
- Unacceptable

"Meets Expectations" is a positive rating. This indicates the employee is meeting all job

requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an “Exceeds Expectations” rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. “Needs Improvement” is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more “Needs Improvement” ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

The “Unacceptable” rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more “Unacceptable” ratings will be required to develop a Performance Improvement Plan with their supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except “Meets Expectations” must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor’s direct observation or knowledge of the employee’s work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

8. Evaluation Interview

Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor will meet with the employee to review and discuss the employee’s self-assessment and the supervisor’s written performance evaluation. This meeting serves as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee’s personnel file and one to be given to the employee for their personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City’s copy should also be signed by the Department Director before being sent to Human Resources.

9. Employee Comments and Acknowledgement

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to respond in writing to their performance evaluation. Brief comments may be added at the time of

the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor's evaluation. The employee's signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form may lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

10. Follow-Up

Any employee who receives one or more "Unacceptable" ratings or three or more "Needs Improvement" ratings must meet again with their supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations of the department, the employee is resistant to changing their behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA).

11. Ongoing Feedback

The performance evaluation is a valuable mechanism to give an employee feedback on their work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

PERFORMANCE MANAGEMENT CYCLE



Appendix III

City of Westfield, Indiana 2023 Employee Self-Assessment

Employee Name _____ Department: _____

You are scheduled for a performance evaluation interview with your supervisor (and/or another member of your department's management team) on or about _____.

In preparation for your interview, please respond to the following questions to the best of your ability. Return the completed form to your supervisor no later than _____. **Attach additional pages if you need more space to respond to any question below.**

1. From the following list, please consider the personal attributes you bring to the job. Put an "S" beside the three (3) attributes you consider your greatest strengths. Put a "W" beside the three (3) attributes you think you are weakest. A description of these attributes is attached for your reference. Do not consider the "Leadership" attribute unless you are a supervisor.

Job Knowledge	Problem Solving	Accountability
Productivity	Adaptability	Time Management
Quality of Work	Attitude	Training/Development
Teamwork	Attendance	Analytical Thinking
Communication	Compliance	Decision Making
Customer Service	Leadership	Fiscal Management
Initiative	Professionalism	Innovation

2. Do you feel that you are currently in the position that best suits your skills and talents?
3. What do you consider your major job accomplishments over the past year?
4. What would you like to achieve in your job over the next year?
5. Do you have the resources (equipment, time, training, instruction, teamwork, etc.) you need to do your job? If not, please describe the additional resources you need.
6. Do you think your job could be modified in any way to make you more efficient or effective?
7. Where do you want to be next year? 5 years from now? Other?

Employee Signature

Date

Description of Attributes

Your supervisor will be rating you on each of these attributes, selecting from the following categories:
Meets Expectations, Exceeds Expectations, Needs Improvement, Unacceptable

JOB KNOWLEDGE	You understand job requirements and seek to obtain knowledge, skills and abilities. You know when your skills are adequate for a task and when to ask for help.
PRODUCTIVITY	You make good use of time and produce results consistent with your efforts. You are able to prioritize tasks, respond to requests in a timely manner and meet deadlines.
QUALITY OF WORK	Your work is accurate, thorough and neat, and meets department and governmental standards. You set high standards for yourself and act quickly to identify and correct errors.
TEAMWORK	You cooperate and work well with others to complete projects and achieve goals. You maintain positive relationships with coworkers and respect their contributions to team efforts.
COMMUNICATION	You communicate well with others, both verbally and in writing, as needed. You are a good listener, able to ask questions and/or provide explanations to ensure understanding.
CUSTOMER SERVICE	You provide superior service to internal and external customers. You represent the City and/or your department in a courteous, positive and professional manner.
INITIATIVE	You are self-motivated to remain active without constant oversight. You can be relied upon to follow through with a plan of action in order to complete tasks and meet goals.
PROBLEM SOLVING	You recognize problems that arise in the course of your work activities and develop effective solutions. You apply logic and innovation to workplace situations.
ADAPTABILITY	You respond to shifting requirements, goals and priorities without undue stress or disruption. You can work effectively in a variety of environments and with a variety of people.
ATTITUDE	You display a willingness to do whatever needs to be done on job assignments. You take personal pride in your performance and make a positive contribution to workplace morale.
ATTENDANCE	You report to work as scheduled, with minimal tardiness and unplanned absences. You are fully attentive while at work and seek to avoid unnecessary distractions.
COMPLIANCE	You comply with City policies and procedures, and with written and oral instructions from your supervisors. You show respect for management and department decisions.
LEADERSHIP	You identify and assume all responsibilities associated with supervision. You effectively mentor and motivate subordinates to achieve maximum morale and productivity.

CITY OF WESTFIELD, INDIANA 2023 PERFORMANCE EVALUATION



Employee Name: _____

Department: _____

Job Title: _____

Date: _____

Please check one: Regular Annual Evaluation ☐ Other ☐ _____

Supervisor(s) conducting performance evaluation interview: _____

Attach additional pages if more space is needed for any portion of this performance evaluation.

PERSONAL/WORK ATTRIBUTES

JOB KNOWLEDGE	<i>Expectations: Employee understands practical/technical job requirements and seeks to acquire and update relevant knowledge, skills and abilities. Employee knows when skills are adequate for tasks and when to ask for assistance.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
PRODUCTIVITY	<i>Expectations: Employee makes good use of time and produces results consistent with individual and/or group efforts. Employee prioritizes assignments, responds to requests in a timely manner and meets deadlines.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
QUALITY OF WORK	<i>Expectations: Employee's work is accurate, thorough and neat, and consistently meets department standards and/or government requirements. Employee sets high personal standards and acts quickly to identify and correct errors.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
TEAMWORK	<i>Expectations: Employee works cooperatively with others to complete projects and achieve goals. Employee fosters positive relationships with colleagues and demonstrates respect for their contributions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
COMMUNICATION	<i>Expectations: Employee communicates effectively with others, verbally and/or in writing as necessary, to complete assigned tasks. Employee listens carefully and provides explanations or asks questions when necessary to ensure understanding.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

PERSONAL/WORK ATTRIBUTES (continued)

CUSTOMER SERVICE	<i>Expectations: Employee is attentive to the needs of internal and external customers and seeks to provide superior service. Employee represents the City and/or Department in a courteous, positive and professional manner.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
INITIATIVE	<i>Expectations: Employee is self-motivated to remain active and productive without constant oversight. Employee is able to follow through with a plan of action to complete tasks or reach goals.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
PROBLEM SOLVING	<i>Expectations: Employee recognizes problems that arise in the course of performing work activities and develops effective solutions. Employee applies logic and innovation to work situations.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ADAPTABILITY	<i>Expectations: Employee is an agent for positive change, responding to shifting requirements, goals and priorities without undue stress or disruption. Employee works effectively in a variety of environments and with a variety of people.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ATTITUDE	<i>Expectations: Employee approaches people and job assignments with respect and a willingness to do whatever needs to be done. Employee takes personal pride in a job well done and makes a positive contribution to workplace morale.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

PERSONAL/WORK ATTRIBUTES (continued)

ATTENDANCE	<i>Expectations: Employee reports to work as scheduled and minimizes tardiness and unplanned time off. Employee is fully attentive when on the job, and seeks to avoid unnecessary distractions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
COMPLIANCE	<i>Expectations: Employee complies with City policies and procedures and with written and oral instructions provided by supervisory staff. Employee shows respect for management and department decisions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
LEADERSHIP (supervisors only)	<i>Expectations: Employee identifies with and assumes the tasks and responsibilities associated with supervision. Employee is effective at mentoring and motivating subordinates to achieve maximum morale and productivity.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

CITY GOALS

EMPLOYEE ENGAGEMENT	<i>Expectations: Employee takes an active role City activities or in assisting in the development and planning of our processes.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
ENHANCED INFRASTRUCTURE	<i>Expectations: Employee actively pursues the preservation of our City infrastructure and looks for ways to improve items or processes that will assist in the long term preservation of City infrastructure.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
SAFE CITY	<i>Expectations: Employee is aware of City safety protocols and helps to promote a safe live, work and play environment.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
FISCAL RESPONSIBILITY	<i>Expectations: Employee recognizes opportunities of waste and does all within their power to provide solutions that stimulate and foster a culture of fiscal responsibility.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			
EXCELLENCE IN CUSTOMER RELATIONS	<i>Expectations: Employee is aware of the need for maintaining good relations with residents, visitors, business owners and others. Employee promotes the City of Westfield.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
<i>Comments (required for anything other than Meets Expectations):</i>			

AREAS FOR DEVELOPMENT

Specific areas for improvement:

Recommendations for training or professional development:

ACHIEVEMENTS AND GOALS

Notable achievements in past 12 months:

List two goals for next 12 months (goals should be specific, measurable and achievable):

OTHER COMMENTS

Additional supervisor comments (optional):

Employee feedback (optional):

ACKNOWLEDGEMENTS

Supervisor Acknowledgement: I attest that I have discussed the contents of this performance evaluation with the employee, and addressed the employee's strengths, weaknesses, achievements and goals.

Next evaluation recommended: Annual ☐ Three Months for Performance Improvement Plan ☐

Supervisor Signature

Date

Employee Acknowledgement:

I attest that I have had an opportunity to:

- 1) Provide input regarding my performance prior to my performance evaluation, a copy of which is attached;
- 2) Discuss the contents of this performance evaluation with an immediate supervisor and/or member of my department's management staff; and
- 3) Provide verbal and written feedback regarding the content of the performance evaluation. (Employee may attach additional written response within 10 calendar days after the evaluation interview, not to exceed 1 page in length, which will be filed with the performance evaluation form.)

Signature does not necessarily indicate agreement with the contents of the performance evaluation, but acknowledges receipt of the performance evaluation.

Employee Signature

Date

Management Acknowledgement:

I attest that I have reviewed and approved this performance evaluation and all attachments thereto.

Department Director Signature

Date

Director of Human Resources Signature

Appendix V

Annual Manager Feedback Form (COMPLETE IN PHASE II)

To be completed by employees: Please mark the answer that most closely reflects your response, and enter comments to provide more understanding:

- a. I receive frequent, on-going, timely feedback about my performance:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- b. I have the necessary tools and resources to perform my job :

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- c. I have the necessary information to perform my job accurately:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- d. I am given opportunities to grow and learn new skills:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- e. I understand how what I do on a daily basis contributes toward the goals and objectives of my department and the City/Town:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- f. Conflicts and differences of opinion are resolved respectfully in our department:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

Employee Signature: _____ Department: _____

Manager/Supervisor Signature: _____ Date: _____

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT

READ CAREFULLY

I acknowledge and agree that:

1. I have received a copy or have access to an electronic version of the City of Westfield's Personnel Policies, Procedures, and Benefits Manual ("the Manual").
2. I will familiarize myself with the provisions of the Manual and read its provisions carefully.
3. Unless otherwise provided for in a collective bargaining agreement, a written employment contract signed by me and the Chief of Staff or Mayor of the City, or by law, I understand that my employment relationship with the City is terminable at will by either party without notice or cause, notwithstanding any other oral or written statements by either party prior to, at, or following the date of employment.

Employee Signature

Employee Name (Printed)

Date of Signature

End of 2023 City of Westfield Personnel Policies, Procedures and Benefits Manual.



CITY OF
Westfield
INDIANA

PERSONNEL POLICIES,
PROCEDURES AND BENEFITS
MANUAL

20232

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1.00 STATEMENT OF PURPOSE

1.01 Mission Statement and Strategic Habits

Enhancing **Quality of Life** through exceptional **Service, Integrity & Commitment**. The core values of the City of Westfield are: Team Commitment, Safety, Service Excellence, Fiscal Efficiency and Innovation.

1.02 Personnel Philosophy

The personnel policies of the City of Westfield, including pay policies and benefit programs, reflect the City's philosophy that the City shall be a fair and just employer. The purpose of both direct and indirect compensation programs is the recognition of the value that the City places upon its individual employees. The City employees are integral and valuable assets crucial to the completion of the vision of the City.

Seeing that the City's personnel policies and programs are effectively carried out is one of the major responsibilities of supervisors. The Chief of Staff assists direct supervisors in meeting this responsibility.

1.03 General Policy & Procedures Considerations

It is the policy of the City of Westfield to set forth a listing of policies and procedures in order that all City employees and applicants have reasonable assurance that all policies and procedures shall be pursued in a uniform, consistent, and equitable manner. The Board of Public Works and Safety of Westfield approves these policies and procedures. The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures within the various departments within the City. However, any instances that are superseded must be brought to the attention of the Chief of Staff of the City for approval prior to implementation.

It shall be the responsibility of the Chief of Staff to interpret these policies and procedures, and to ensure that they are administered in a consistent and impartial manner.

Personnel policies and procedures are subject to modification and revision to meet the changing needs of both management and the work force as new conditions arise during the continuing growth and complexity associated with the City's future.

Additions, modifications, and deletions to this manual must be **approved** by a resolution of the Board of Public Works and Safety of Westfield and issued by the Chief of Staff.

This is an employment policy guideline and should not be considered a contract of employment. This manual is not a contract, express or implied, guaranteeing employment for any specific duration or limiting the reasons or procedures for termination or modification of the employment relationship. Unless otherwise agreed to in a collective bargaining agreement, a written contract, or by law, the employment of each employee is terminable at will by either the employee or the City at any time, for any reason, with or without cause or notice. Any agreement

1.00 STATEMENT OF PURPOSE

concerning an employee's employment with the City shall not be enforceable unless it is in a formal written agreement and signed by the employee and the Chief of Staff of the City or the Mayor of the City. The City reserves the right and full discretion to modify this manual and the policies contained within it at any time, with or without notice.

1.04 Public Safety Departments Policy & Procedures Considerations

The policies and procedures described in this manual may in some instances be superseded by more specific policies and procedures defined for the Public Safety Departments. Fire and police professional employees working in these areas should consult with their Fire Chief or Police Chief regarding any differences in policy content or procedures. Additionally, the Chief of Staff of the City must be made aware of instances that supersede this policy manual prior to implementation and for approval.

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2.00 RECRUITMENT, SELECTION & HIRING

2.01 Statement of Policy

It shall be the policy of the City of Westfield to recruit and select qualified persons for the positions in the City's service. Recruitment, selection, and placement shall be conducted to ensure fair hiring practices, provide equal employment opportunity, and to prohibit discrimination because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected basis, as provided by law.

Except where otherwise prohibited by contract or collective bargaining agreement, supervision reserves the right to change job responsibilities, transfer job positions, or assign additional job duties at any time. This includes working on special projects and/or assignments to other work divisions as necessary.

2.02 Equal Employment Opportunity (EEO) Statement

The City of Westfield is committed to maintaining an environment free of discrimination and inappropriate conduct. The City expects its employees to strictly observe the following policies in the workplace itself and in other work-related settings such as business trips and business-related social events. Failure to do so will result in disciplinary action, up to and including termination of employment.

1. Discrimination

The City of Westfield is an equal opportunity employer. The City believes in the dignity and the worth of every individual. The City will not discriminate against or favor any employee or applicant, or make any decision or take any action, because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category, as provided by law. The City also prohibits any discrimination or demeaning language, characterization or conduct by its employees that may harass, intimidate, insult, or ridicule another person because of ~~their~~^{his/her} race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other protected category as provided by law.

While it is impossible to list all types of such harassment, they include:

- verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or group for any of these reasons,
 - epithets, slurs, or negative stereotyping related to any of these reasons,
 - threatening, intimidating, or hostile verbal or physical acts toward an individual or group that relate to any of these reasons, or
 - written or graphic material that denigrates or shows hostility or aversion toward any individual or group for any of these reasons.
-

2.00 RECRUITMENT, SELECTION & HIRING



2. Sexual Harassment Policy

The City prohibits sexual harassment of its employees by other employees or non-employees who conduct business with the City. We hold our managers and supervisors responsible for maintaining work environments free from any form of sexual harassment. The City further believes that prevention is the best method of eliminating sexual harassment. Therefore, the City charges managers and supervisors with the responsibility of taking all steps necessary to prevent sexual harassment from occurring. This would include, but not be limited to, affirmatively raising the subject when necessary, expressing strong disapproval of sexual harassment, and informing employees of their rights under this policy. Violations of this policy may be cause for disciplinary action, up to and including termination. While it is impossible to list all types of sexual harassment, they include unwelcome or unwanted:

- sexual advances, sexual flirtations, and requests for sexual favors,
- verbal, visual, or physical conduct of a sexual nature,
- offensive sexual remarks, innuendoes or jokes,
- unwelcome leering, whistling, or obscene gestures,
- display of sexually suggestive objects or pictures,
- sexually degrading words used to describe an individual,
- sexually suggestive or offensive dress,
- when (1) submission to such conduct is explicitly or implicitly a condition of employment, or (2) submission to or rejection of such conduct is used as the basis for employment decisions, or (3) such conduct unreasonably interferes with an individual's job performance, or (4) such conduct creates an unwelcome, intimidating, hostile, abusive, or offensive working environment.

The prohibition on sexual harassment applies to persons of the same or opposite sex, as required by applicable federal, state, or local law.

3. Harassment

The City is committed to providing a workplace free of inappropriate treatment of any employee because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, or any other category protected under federal, state or local law.

The City is committed to protecting employees from inappropriate conduct whether from other employees or non-employees such as vendors, suppliers or members of the public. Examples of inappropriate conduct may include, among other things:

- Slurs, stereotyping, threatening, intimidating or hostile acts that relate to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status; and
 - Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, or protected veteran status.
-

2.00 RECRUITMENT, SELECTION & HIRING



4. Complaint Process

The City supports and encourages reporting of all incidents of discrimination or sexual harassment, regardless of who the offender may be. If you experience unlawful discrimination or harassment, or observe such conduct, you should promptly report the matter to your immediate supervisor. If, however, you believe that it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it to your Department Head, a member of the Human Resources Department, the City's Chief of Staff, or to the City Council President (in case the report is about the Chief of Staff).

Your complaint will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. The City strongly disapproves of discrimination or harassment and will take appropriate corrective action to end such conduct, including but not limited to discharge of any person who engages in such conduct.

5. No-Retaliation Policy

It is against City policy to retaliate against any employee for filing a complaint, reporting, cooperating in the investigation, or offering evidence of a violation of this policy. Any person who takes such retaliatory action shall be subject to disciplinary action, up to and including termination.

However, an individual's personal and professional life may be seriously damaged by a false complaint of unlawful discrimination or harassment. Therefore, if after thoroughly investigating any complaint of harassment or discrimination, the City determines that an employee has knowingly provided false, exaggerated or embellished information regarding the complaint, disciplinary action may be taken against that individual.

2.03 Americans with Disabilities Act (ADA)

The City of Westfield, pursuant to and in accordance with the Americans with Disabilities Act (ADA) specifically Title I of the "ADA", shall not discriminate against a qualified individual with a disability because of the disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment, (42 U.S.C. Sec. 12113, as amended from time to time.) Additionally, no qualified individual with a disability may, on the basis of disability, be subjected to discrimination in employment under any service, program or activity conducted by the City (56 Fed. Reg. 35719, as amended from time to time).

Any employee who believes ~~they~~^{he or she} may need a reasonable accommodation to perform the essential functions of ~~their~~^{his or her} job should contact their supervisor or the Human Resources Department.

No qualified applicant or employee shall be refused employment or discriminated against because of such person's need for a reasonable accommodation for a known physical or mental disability as required under the ADA unless such accommodation causes undue hardship, as defined by law, to the City of Westfield.

The City further stresses that any applicant may request any needed accommodation to participate in the application process, e.g. accommodation for a test, job interview or job demonstration.

2.00 RECRUITMENT, SELECTION & HIRING



During the application process, applicants may be subjected to various tests which are job-related and consistent with business necessity and not intended to discriminate against applicants. Therefore, if an applicant is in need of an accommodation to perform such tests, then this should be brought to the attention of the City.

The City of Westfield, pursuant to and in accordance with Title VI of the ADA, also provides reasonable accommodations to assist members of the public in attending any public meeting of the City. Such individuals are to contact the City of Westfield Communication Department at (317) 804-3004 or the City Clerk Office at 317-804-3026 at least one week before the meeting.

2.04 Open-Door Policy

It is the City's policy to encourage employees to communicate with their supervisors concerning work-related problems. If an employee has a work-related problem, the employee should bring it to the attention of ~~their~~^{his/her} Department Head, another member of the City's management, or the Human Resources Department. The City will take the appropriate steps, if any, to investigate and resolve the problem.

2.05 Responsibility for Recruitment

Recruitment of candidates for specific departmental openings will be the responsibility of the Department Head of that function. All posting decisions will be made jointly by the Department Head and the Human Resources Department. Responsibility for the recruitment hiring of department heads and the Chief of Staff is the sole responsibility of the Mayor.

2.06 Qualification and Selection

The City of Westfield may screen applicants for a position using some or all of the following criteria except where said criteria cannot be shown to be job related.

- Prior job-related work experience
- Aptitude for the job
- Knowledge, education, skills, and abilities
- Physical requirements for the job
- Work history
- Special qualifications, licenses, or certifications required for the job
- Personal and work-related references

In the development of selection criteria, the Department Head and Chief of Staff may confer with other consultants or other skilled personnel familiar with minimum requirements for specific positions.

2.00 RECRUITMENT, SELECTION & HIRING



2.07 Drug and Alcohol-Free Workplace

The City of Westfield is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We have established a drug and alcohol-free workplace program that balances our respect for individuals with the need to maintain a drug and alcohol-free environment.

The City of Westfield will enforce any federal or state laws ensuring that all City employees are not impaired by a controlled substance while performing their duties. Therefore, the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance is prohibited:

- 1) At any City site or property owned by the City of Westfield;
- 2) At any assigned workplace, at any time; and
- 3) While on duty or in the performance of duties of the City of Westfield, whether they be on-site or off-site.
- 4) Violation of this prohibition will be grounds for swift and immediate action up to and/or including immediate termination

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of ~~their~~his/her job. If the use of the medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to notify ~~their~~his or her supervisor and use appropriate personnel procedures (e.g., call in sick, or use other leave) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken.

The City may conduct drug and/or alcohol testing under any of the following circumstances:

- **PRE-EMPLOYMENT:** The City will conduct pre-employment drug testing for those employees that will hold a **safety-sensitive position and as otherwise required or permitted by law**. An employment offer will be withdrawn if an applicant fails the drug test.
 - **REASONABLE SUSPICION:** The City may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including but not limited to, the following circumstances: evidence of drugs or alcohol, unusual conduct that suggests impairment or influence of drugs or alcohol, negative performance patterns or excessive and unexplained absenteeism or tardiness.
 - **RANDOM DRUG TESTING:** The City conducts random drug testing for those who hold a safety-sensitive position and as otherwise required or permitted by law.
-

2.00 RECRUITMENT, SELECTION & HIRING



- POST-ACCIDENT TESTING: The City conducts post-accident drug and alcohol testing as further described in this policy.



2.00 RECRUITMENT, SELECTION & HIRING



The following actions may be taken by the City if an employee has a confirmed positive test:

- 1) Discipline up to and including termination
- 2) Treatment
- 3) Referral to EAP (Employee Assistance Program)

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Drug Testing Procedures:

Any drug test given to an employee will be in accordance with the following procedures:

- The employee will be tested immediately before, during or after a work period.
- The City shall pay costs associated with the test.
- The City will provide transportation for the employee if the test is conducted at a location other than the workplace.
- The time an employee is engaged in a testing procedure shall be considered work time for purposes of compensation and benefits.
- Any test shall be conducted with regard to privacy of the individual and in a manner reasonably calculated to prevent substitution or interference with the collection of a reliable sample.

Any sample will be labeled in a manner that reasonably prevents the possibility of mistaken identification. Refusal to submit to a drug test will result in termination of employment.

US Department of Transportation (US DOT)

In 1988 the US Department of Transportation prescribed regulations that require employers to implement comprehensive alcohol and drug testing programs for safety sensitive employees in the road industries. In 1991, the federal government implemented new regulations extending such programs to individuals who drive trucks. As a requirement to operate certain equipment for the City of Westfield, the City requires certain employees to possess a CDL driver's license. The City of Westfield must implement the alcohol and drug testing requirements set forth by the US Department of Transportation and the State of Indiana. Failure to comply with any facets of the program will be grounds for immediate termination.

1) Drug Screening

To ensure a safe environment for its employees and for the public, the Westfield Town Council passed Resolution 96-1. This resolution provides compliance with the rules of the US Department of Transportation.

Drug screening will be a mandatory part of the initial physical required for employment and random drug tests for certain employees will be a part of the continued requirement for employment with the City of Westfield. Refusal to participate in this program will be grounds for immediate termination.

POST-ACCIDENT TESTING:

- 1) An employee who is driving during working hours, or at any time in a City vehicle or on City business, must immediately notify the police AND direct supervisor or on-duty

2.00 RECRUITMENT, SELECTION & HIRING



supervisor AND Director of Human Resources if they are involved in an accident. If supervisors cannot be reached, the department head must be notified.

2) An employee must submit to a post-accident test as soon as possible (within two hours) after an accident that involves the death of a human being.

3) An employee must submit to a post-accident test as soon as possible (within two hours) after an accident whenever: (i) the employee receives a citation for a moving violation involving the accident; (ii) a person is injured and the injuries require immediate medical attention to the person away from the accident scene; (iii) one or more motor vehicles involved in the accident incur disabling damage and must be transported away from the accident scene by a tow truck or another vehicle; or (iv) substantial property damage greater than \$100,000 occurs.

4) An employee who is not driving, but whose actions are believed to have contributed to the accident, may also be tested.

5) It is possible that an employee will be directed to submit to a drug and/or alcohol test at the scene of the accident by a law enforcement officer. When a test is conducted by a law enforcement officer, the employee is not required to take another drug and/or alcohol test at the City's testing site.

6) Whenever an employee is involved in an accident as described in paragraphs 2 and 3 and is not tested for drugs and alcohol by a law enforcement officer, the supervisor will make arrangements for drug and/or alcohol tests in compliance with this policy. The employee is not required to delay necessary medical treatment in order to be tested, but should request a drug and alcohol test at the City's expense as a part of any medical treatment.

7) An employee who is required to take post-accident drug and alcohol tests will, at the City's discretion, be assigned to an available non-safety-sensitive position in the employee's department. If no position is available, or if the City so chooses, the employee will be placed on administrative leave with pay while awaiting the test results. If the test results are positive, the employee will not be paid for the period of the leave.

8) An employee who refuses or fails to submit to a post-accident drug or alcohol test as required, who unnecessarily delays reporting to the test site following an accident, whose test results are positive, or who intentionally obstructs the testing process will be subject to disciplinary action as outlined in section 11 of our policy manual.

9) The results of post-accident drug and alcohol tests will not be provided to law enforcement agencies for criminal action.

2.08 Employing Relatives/Romantic Relationships

The City of Westfield recognizes that relatives may desire to pursue similar careers. The City must be sensitive, however, to the potential for favoritism, or the appearance of favoritism, in employment decisions and to the necessity of maintaining professional work relationships. The City does not discourage employment of relatives nor does it actively encourage it. It is in the City's best interest to hire the most capable persons available that meet the job requirements for current openings.

2.00 RECRUITMENT, SELECTION & HIRING



Effective July 1, 2012, relatives (spouse, parent, step-parent, child, step-child, sibling, step-sibling, half-sibling, uncle, aunt, niece, nephew, daughter-in-law, son-in-law,) may not be employed in situations where one member is in a position of direct line supervision or direct line reporting to the other. An employee shall not be hired, promoted or transferred to a position that violates this policy. Employees of the City are also prohibited from engaging in romantic and/or physical relationships with direct line supervisors or subordinates. This policy applies to all full-time, part-time or temporary employees, including elected officials.

"Direct line of supervision" means an elected officer or employee who is in a position to affect the terms and conditions of another individual's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation. The term does not include the responsibilities of the Mayor, City Council or Clerk-Treasurer to make decisions regarding salary ordinances, budgets, or personnel policies of the City.

Employees, with family relationships that would otherwise be in violation of this policy as of July 1, 2012, will be exempted from this policy unless there is a break in the employment.

Employees hired, transferred or promoted, who in later years have relatives elected that are in the direct line of supervision, will have no promotion possibilities unless the promotion is within the merit ranks for the police and fire departments.

For further information regarding this policy see IC 36-1-20.2 as adopted by the City of Westfield as Resolution No. 12-106.

2.09 Security and Background Information

As part of the application and hiring process, an applicant may be required to undergo an investigation including employment records, medical records, and/or educational records, as permitted by law. Applicants must aid the City of Westfield in obtaining any of the above information as requested. All information will be kept confidential.

Notwithstanding the above, certain investigative areas, including but not limited to reference checks, credit checks, and criminal history may be addressed prior to a conditional job offer to the applicant if the position applied for presents a showing of job-relatedness with such areas. Furthermore, periodically, employee driving records and criminal records could be investigated and checked for employment and insurability as permitted by law.

2.10 Orientation

It is the policy of the City to ensure all new employees are adequately educated on City operations and personnel policies. On their first day of employment, or by appointment during the first three days of employment, the new employee shall report to Human Resources to fill out all appropriate new hire forms, and review all personnel policies and procedures.

2.11 Employment Anniversary Date

The first day of employment is your **employment anniversary date**. For example, an employee that starts employment on January 3 will celebrate their employment anniversary date each year thereafter on January 3. For most employees this date will normally be the day the employee begins their training probationary status with the City, as further described in Section

2.00 RECRUITMENT, SELECTION & HIRING



2.13. This date is used to compute your eligibility for vacation and other benefits related to continuous time employed by the City. Years of employment calculation will begin January 1st the year after employment date. Example: employment date June 1, 2013, as of January 1, 2014, you will be credited with 1 year of employment for benefit purposes. In other words, the first partial year of employment is not calculated as the first year of employment.

2.12 Adjusted Date of Employment

Except as otherwise provided by law, if any employee voluntarily leaves the employment of the City and is later re-employed, a new **"adjusted" date of employment** will be calculated to include the prior employment period **if the prior work period was at least one year of continuous service.** This adjusted date of employment will be used to determine eligible benefits that are dependent upon time of service with the City. Additional longevity will not be paid or adjusted until the first of the following year, for those positions that longevity pertains to, as further described in Section 4.01.

2.13 Employment Status

There are six categories of employment status:

Probationary Full-Time Employee - Every employee during the first 6 months or 12 months of employment is placed on training probationary status. Firefighters and police officers have a 12-month training probationary period. All other employees have a 6-month training probationary period. The training probationary period may be extended by the Department Head depending on performance during this period. Discharge and/or transfer may take place at any time during the probationary period, just as it can after the probationary period.

Full-Time Employee (those working at least 30 hours per week) - Any employee who is regularly scheduled 30 or more hours a week and has successfully completed ~~their~~**his or her** probationary training period of employment. An employee working 30 to 37 hours will accrue pro-rated time off based on hours worked. For an example: an employee working 30 hours in a 40 hour per week department will be eligible for 75% of the paid time off benefits (rounded to the nearest full day). For scheduling, if the fixed holiday is the employee's regular scheduled work day, the employee takes the holiday off with pay (not to exceed the pro-rated amount). The remaining fixed holidays that don't fall on the employee's normal scheduled work day will be utilized as floating holiday(s). When the fixed holiday(s) fall(s) on the employee's regular scheduled work day(s) exceed(s) the pro-rated amount, the employee will be required to take the day off without pay.

Part-Time Employee – Part-time employees are generally scheduled no more than 25 hours per week, no more than 1300 hours per calendar year, and have successfully completed their probationary training period of employment. Part-Time Employees have no benefits other than eligible to participate in 457. Part-time employees do not get 457 matching funds.

Temporary Employee - Any employee hired for a limited period of time, usually for a specific task or project. This employee may work as few or as many hours per week as needed. These employees may be secured through a temporary employment agency and paid directly by that agency. Temporary employees have no benefits.

Intern – An observer, learner, or trainee who is generally not paid and employed for educational learning opportunities only. Interns are only hired for a period not to exceed six months over an annual period.

2.00 RECRUITMENT, SELECTION & HIRING



Seasonal Employees – Employees who are customarily only expected to work for a particular season (e.g., summer, fall, winter or spring). Seasonal employees are only hired for a period not to exceed six months over an annual period.

2.14 Re-employment

Re-employment (hiring) of an employee who has previously resigned or has been terminated will be determined on an individual case basis depending on the employee's work record, and circumstances of their leaving. Any person seeking re-employment must apply and be processed as any other applicant. No preferential treatment or consideration will be given to those applying for re-employment solely on the basis of the applicant having been previously employed by the City.

Once an employee leaves the employment of the City and is subsequently re-hired, the City-provided benefits will begin as defined in this manual. Prior service and benefits relating to time of service will be "bridged" as described in **Section 2.12** of this manual. After the specific probationary period has been met a new date of employment will be calculated. Sick time eligibility will begin anew and any unused sick time (from the prior employment period) will not be carried forward. Employees in this category should contact the Director of Human Resources for details concerning their specific situation.

2.15 Employee Personnel Files

An Employee Personnel File is maintained for each employee of the City of Westfield. These personnel files contain confidential documents and are managed and maintained by Human Resources staff. All original documents must be sent to the Director of Human Resources to be maintained in the "original employee personnel file". Typical documents in a personnel file include the employment application, documented disciplinary action history, a resume, employee handbook and at-will employer sign off sheets, current personal information, and job references. A separate employee medical file is also maintained. The contents of the medical file are not available to anyone except Human Resources designated staff and the employee whose records are retained in the file. At the City of Westfield, medical files receive the highest degree of safe storage and confidentiality. An employee may view ~~their~~~~his or her~~ personnel file by contacting the Director of Human Resources during normal business hours. A Human Resources staff person will be present while an employee reviews ~~their~~~~his or her~~ file. No employee may alter or remove any document in ~~their~~~~his or her~~ personnel file.

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3.00 TRAINING AND CAREER DEVELOPMENT

3.01 Responsibilities

The functions and services offered by the City of Westfield and its employees are best performed by a work force that is properly recruited, selected, and trained on a continuing basis to provide outstanding service to the citizens of our community.

The City encourages its employees to participate in courses, seminars, and programs which offer training and continuing education and are approved by the Department Head and/or Chief of Staff. Your supervisors have an immediate, direct, and continuing responsibility for the development of personnel within their area.

As an employee, you share with your supervisors the responsibility for your continued growth. You build a foundation for your own growth by doing your job to the best of your ability, by improving your present skills and abilities, and by developing new skills through your own self initiatives.

3.02 Disciplinary Probation

A **disciplinary probation** employment period may be recommended lasting from 3-6 months at the discretion of the immediate supervisor. A disciplinary probation period is a time period that allows the employee to address specific deficiencies that have been identified by a supervisor that are impacting the opportunity for continued employment with the City. This personnel action can come at any time during an employee's employment with the City.

This disciplinary probation is the natural progression of progressive discipline that normally would first have utilized verbal and written warnings addressing the specific work performance that needs to be improved.

During the disciplinary probation period, management will provide written feedback to the employee regarding their performance at least once during each month of the probationary period. If in the judgment of the City the specific performance is not being corrected adequately, dismissal may occur immediately.

Dismissal for action not specifically being addressed with the disciplinary probation can also take place during this time in accordance with action dictating immediate dismissal as defined elsewhere in this policy manual.

3.03 Attending Seminars, Conferences, and Meetings

Occasionally employees will be asked to attend seminars, conferences, and other job-related meetings that provide continuing education that would enhance their performance. On other occasions, an employee may request of their department the approval to attend a job-related seminar. The City requires prior approval for all attendance at any training/educational seminars, conferences, or workshops.

Employees will be entitled only to regular straight time pay (for 8 hours or 7 1/2 hours whichever is the normal work shift) while attending approved seminar, conference or workshop during the normal workday. If evening or weekend participation is required for training, such training may be paid as dictated by applicable law.

3.00 TRAINING AND CAREER DEVELOPMENT



There may be specific departmental policies regarding this issue. Confer with your department head to learn of specific departmental rules.

3.04 Travel and Expense Reimbursement

It is the intent of the City of Westfield to reimburse all reasonable out-of-pocket expenses incurred by employees during training, conference, and meeting activities approved by the City through the department head approval process.

Employees will use a purchasing card authorized by their supervisor if possible. If the vendor does not accept purchasing cards, the employee must pay for the expense and then complete an expense reimbursement form with 5 working days upon return for each activity. The reimbursement form must be submitted to the Department Head for an approval signature before forwarding to the Clerk-Treasurer for processing and payment.

Cash advances for employees that are traveling to conventions, seminars or training, are available with a 10-day notice to the Clerk-Treasurer's office. Department Head approval is required and the/any unused funds must be returned to the Clerk Treasurer's office within 5 working days of return from said activity. Receipts of expense must be produced to validate reimbursement or payment of unused advances.

Purchasing card use will be administered by the Clerk Treasurer's Office. Purchasing card policies must be followed. No expenses will be paid without proper documentation. This is an effort to control fines and inappropriate expenses for auditing purposes. All expenses not handled through this process will be documented and approved through the claim process.

For further information or questions please contact the Clerk-Treasurer's office.

3.05 Seminar/Meeting/Conference Reimbursement

Conferences, Seminars, or Meetings Attended Within 50 miles of Westfield

If the training/educational event is within 50 miles (one way) of Westfield, it is expected that the employee will drive to and from the event the same day. On these occasions the noon meal will not be reimbursable; however, mileage reimbursement may be authorized. Special exceptions to this 50-mile rule can be approved by the Department Head and Chief of Staff based upon individual circumstances.

Department heads may approve group meals for employees attending city sponsored events that benefit and improve the quality of service of those employees.

Conferences, Seminars, or Meetings Attended Beyond 50 miles of Westfield

For the training/educational event beyond 50 miles (one way) from Westfield, approval may be given for overnight stays. During these situations meal allowances will only be allowed for those meals that are not a part of the conference or training. If overnight status is authorized, meals will be reimbursed up to \$50 per day in state, \$60 out of state, inclusive of tip, with accompanying itemized receipts.

Mileage reimbursement for use of personal vehicles used to attend conferences or training sessions will be at the rate allowed for tax purposes by the Federal Government.

3.00 TRAINING AND CAREER DEVELOPMENT



Exceptions to any of these reimbursement or travel rules shall be approved by the Department Head and Chief of Staff depending on unusual or extraordinary circumstances that may be present during the activity, conference, or meeting.

3.06 University & Technical Schools Educational Programs Tuition and Educational Assistance

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The City recognizes that the knowledge and skills of its employees are critical to the success of the organization. The tuition and educational assistance program encourages formal education courses, professional licensing, and certifications from reputable or accredited institutions, so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable City jobs. While tuition and educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Eligibility and Terms

The Department Head may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an employee in preparation for future responsibilities with the City. The employee is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Department Head prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the employee's personnel file.

The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the employee must provide their supervisor, Human Resources, and the Clerk's office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the employee must provide their supervisor and Human Resources with proof of completion. If the employee fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the employee will be responsible for repaying the City the cost of the course, license or certification.

Any employee who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an employee who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an employee's employment terminates for any reason before the employee completes an approved course, license, or certification for which the City paid, the employee shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the employee is unable to work for health reasons or if the City terminates employment for reasons unrelated to performance.

An employee shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

3.00 TRAINING AND CAREER DEVELOPMENT



Years of employment after successful completion of course or certification:

Less than 1 year
1 year, but less than 2 years
2 years or more

Percentage of tuition and educational reimbursement to be repaid:

100 percent
50 percent
0 percent

3.06

~~The Department Head may consider for approval, on a case-by-case basis, requests for tuition assistance for specific university or technical school classes and preparatory courses that are directly work related. The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for course(s). Upon completion of the course the employee must provide their supervisor and the Clerk's office with proof of earning a minimum grade of C. The employee will be responsible for the costs if the minimum grade is not earned or the employee withdraws from the class.~~

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3.07 Performance Appraisals

It is the philosophy of the City that your job performance should be discussed with you at regular intervals to provide feedback to continually aid in work improvement. The City's performance appraisal process will review the work contribution of all regular status employees at least once each year.

Probationary employees will receive an appraisal after the completion of their prescribed probationary period. At that review the supervisor may release you from probation, continue the probationary status for a specified time, or terminate the employment relationship.

These appraisal discussions are centered on you, the quality of your work, and your working relationships. Such discussions enable you and your supervisor to talk about how you are progressing toward your personal, departmental, and City goals and assess your performance against your approved job description. Performance Appraisals are confidential discussions between the employee and their supervisor.

Formal written reviews normally will be accomplished annually with mid-year follow-up discussions as necessary to ensure that improvement plans are being accomplished as mutually planned by employees and their supervisors.

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4.00 PERSONAL BENEFITS

4.01 Eligibility

Eligibility for employee benefits is depicted on the following table depending upon the employment status.

<u>Benefit Program</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>Temporary</u>	<u>Seasonal</u>	<u>Interns</u>
Matching FICA and Medicare	Yes	Yes	Yes	Yes	No
Health, Dental, Vision Accident and Life Ins.	Yes	No	No	No	No
125 Plan	Yes	No	No	No	No
Regular Vacation	Yes **	No	No	No	No
Personal Hours	Yes **	No	No	No	No
Fixed Holiday	Yes	No	No	No	No
Floating Holidays	Yes **	No	No	No	No
Illness in the Family	Yes	No	No	No	No
Sick Leave	Yes **	No	No	No	No
Longevity	Yes***	No	No	No	No
Employee Assistance (EAP)	Yes	No	No	No	No
<u>Retirement Programs</u>					
PERF	Yes	No	No	No	No
457 Plan	Yes	Yes*	No	No	No
401(a) Plan	Yes	No	No	No	No

* Part-time employees may participate in the 457 Plan but do not receive matching funds

**Based on Actual Hours Worked

*** Continue longevity for Police and Fire Department employees

4.02 Health, Dental, Vision, Accident, and Life Insurance

City of Westfield sponsors and maintains various group health and welfare plans for the sole benefit of its eligible employees and their dependents, including coverage arrangements or insurance policies for the provision of medical, dental, vision, and life benefits. The City Council is responsible for establishing annual coverage parameters for each benefit plan, as well as the City's contribution toward the employee-only portion of premiums for the medical, dental, vision, and life benefits. These benefit plans are offered to all full-time employees of the City – defined as any employee who is regularly scheduled to work 30 or more hours a week and has successfully completed the mandatory period of employment. City Council members are offered the same medical, dental and vision benefits but are required to pay both the employee and employer portion of the cost of the coverage and may only elect these benefits during their term as Council members.

4.00 PERSONAL BENEFITS

Employees who elect to participate in the medical, dental, or vision benefit plans may also elect additional coverage for a spouse, dependent(s) or the entire family at the employee's option and expense. A detail of the cost of this additional coverage is available from the City's Director of Human Resources. The City Council may establish annually the amount or percentage, if any, that the City will contribute toward this additional coverage for family members.

Access to services provided by the City of Westfield's Employee Healthcare Clinic (the "Clinic") is tied to participation in the City's medical plan. Accordingly, an individual's ability to access Clinic services will cease automatically upon termination of their medical plan coverage (this notwithstanding an election of continuation coverage under the medical plan).

The Employee Assistance Program is available at no cost to full-time employees and family members residing within the employee's household. Coverage is limited to five sessions per covered issue. Employees should consult with Human Resources Department for additional information.

Early Retiree Health Plan Coverage:

General Eligibility Rule: Subject to meeting the terms of eligibility described below, a former employee whose retirement date (or disability date) occurs prior to attaining age 65 (an "Early Retiree") may elect to continue participation in the City of Westfield's group medical, dental, or vision benefit plans, which may include, if elected, coverage for the retiree's participating spouse and/or dependent(s) who remain eligible. Coverage is available for Early Retirees only under the following conditions:

- The Early Retiree timely pays 100% of the monthly premiums.
- The Early Retiree properly submits an election of coverage to Human Resources within 30 days of their retirement date or disability date.
- The Early Retiree (i) prior to their retirement date, attained a combination of years of service with the City and age that equals at least 70 years, or (ii) is determined to be "disabled" for purposes of PERF disability.

Examples of age-plus-service eligibility: 50 years of age + 20 years of service, 60 years of age + 10 years of service, 55 years of age + 15 years of service, etc.

Special Eligibility Rule for Sworn Firefighters: Subject to the labor agreement in effect among the City of Westfield, the Westfield Fire Department, and the Westfield Professional Fire Fighters – International Association of Fire Fighters, Local 4416, sworn firefighters shall be eligible for Early Retiree coverage (i) when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund (the "Fund") or (ii) are determined to be "disabled" by the Fund. Notwithstanding this special rule, sworn firefighters are subject to all other terms applicable to Early Retiree coverage.

Other Information Applicable to Early Retiree Coverage:

- A separate eligibility determination is made for each benefit plan (medical, dental or vision) and level of coverage thereunder (retiree-only, retiree + spouse, retiree + dependent(s), or family coverage). If the Early Retiree does not take coverage(s) when first available to them,

4.00 PERSONAL BENEFITS

then they may not elect coverage(s) in the future. If the Early Retiree elects coverage(s) and then terminates coverage(s) at a later time due to accepting coverage(s) elsewhere, the Early Retiree cannot return to City of Westfield benefit plan(s).

- *Termination of Medical Coverage at Age 65:* The Early Retiree's coverage under the City's medical plan (if elected) will terminate effective as of the first of the month in which the retiree attains age 65. Notwithstanding this, the Early Retiree's participating spouse may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage automatically terminates effective as of the first of the month in which the spouse attains age 65. The Early Retiree's participating dependents may continue their coverage under the City's medical plan, subject to the payment of 100% of the monthly premiums, until such coverage terminates effective as of the last day of the month in which the dependent attains age 26.
- The City's annual open enrollment does not apply to Early Retirees or their participating spouse and/or dependents. Early Retirees are not eligible for a special enrollment due to loss of other coverage. Similarly, Early Retirees who are not currently participating in City's medical, dental or vision benefit plans will not be eligible to enroll upon acquiring a new dependent. Early Retirees may, however, request to terminate coverage at any time in accordance with the general provisions of the particular benefit plan.
- If the City makes a significant change to the underlying coverage of a benefit plan or terminates a plan option in which the Early Retiree (and any participating spouse and/or dependent) is enrolled, the Early Retiree will be automatically enrolled by Human Resources in the most similar coverage option made available to current employees.

Nothing in the policies and procedures described in this manual may affect the City's right to change any term of any benefit plan provided by the City in any way at any time or to terminate any group health coverage (including Early Retiree coverage) described herein at any time. In the event of a conflict between the eligibility terms contained in this Section 4.02 and the underlying plan document, the plan document will govern. The City of Westfield retains authority to interpret the terms of eligibility contained in the benefit plan documents and this Section 4.02.

4.03 Post-Employment Health Plan

All Fire department employees, professional and civilian are included in Post-Employment Health Plan (PEHP) which is a tax-free investment plan to provide funding for individual healthcare after separation from one's employer. The city contributes 2% of the pension base to all employees at the Fire Department. It's calculated by figuring 2% of the pension base at the beginning of the year and dividing it in half, those halves are distributed.

4.04 Effective Date of Insurance Coverage

Various benefit programs have different effective dates for new employees. Please contact the City's Human Resources Department to learn of the specifics of each benefit coverage.

4.00 PERSONAL BENEFITS

4.05 Insurance Portability (COBRA)

Upon termination of employment from the City of Westfield and other specified "qualifying events", employees and their participating spouse and/or dependents may be eligible to continue their group health (health is defined by medical or dental or vision) coverage for a specified period of time at a premium rate somewhat higher than the group rate the City currently receives. This program is called COBRA. If COBRA is elected, former participants pay premiums directly to the COBRA administrator. Former participants need to complete an election form to secure this extended insurance coverage. The City's Human Resources Department has this information, and you will receive written notice of your COBRA rights and election options if you experience a loss of health insurance coverage due to a COBRA qualifying event.

4.06 Health Insurance Portability and Accountability (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) has four major administrative requirements for private and government sponsored health plans: portability, nondiscrimination, fraud and abuse, and administration simplification.

The City of Westfield protects the privacy and confidentiality of protected health information (PHI) whenever it is used by City representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the City's group health plan and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

Any questions or issues regarding PHI should be presented to the Director of Human Resources for resolution. Additionally, the Fire Department has designated an employee in charge of records related to ambulance services.

Annually or as necessary, the City performs enrollment, changes in enrollment and payroll deduction, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures.

- Disclosures that do not qualify as PHI – protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosure to worker's compensation providers and those authorized by the worker's compensation providers.
 - Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
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4.00 PERSONAL BENEFITS

- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving worker's compensation and/or medical information received to verify ADA or FMLA status.

4.07 Elective Additional Insurance

Additional insurance coverage is available from AFLAC and Symetra Life through payroll deductions for those employees choosing to supplement their medical coverage for themselves or their families. Please see the City's Human Resources Department who will arrange for an appointment with the AFLAC agent. AFLAC, voluntary life and long-term disability are the **only** additional elective insurance that is available through payroll deduction.

4.08 125 Plan

The City participates in a Section 125 Plan that allows for pre-tax deductions for medical insurance premiums that provide your family with medical coverage. Elective additional insurance can also be provided through pre-tax deduction by participating in this plan. There is no cost to the employee **but annual election of this plan needs to be made**. Annual employee discussions in November/December will provide you with this opportunity. The City's Director of Human Resources can explain the 125 Plan requirements and can activate your participation.

4.09 Vacation Overview

Because the City recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the City grants annual paid vacation days to full-time regular employees as follows:

PROFESSIONAL POLICE AND FIRE PERSONNEL VACATION POLICY

Accrual of Vacation. During the initial partial calendar year of employment, full-time Professional Police and Fire Personnel with the following hire dates shall be eligible for the following number of vacation days to be used during their **first full calendar year of employment** beginning January 1st, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs **after** the completion of the first 90 days of employment.

Hire Date	8-Hour Personnel Vacation Eligibility (in Hours)	12- Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
January 1 - August 15	80	80	5
August 16 – September 15	64	64	4
September 16 – October 15	48	48	3
October 16 - November 15	32	32	2
November 16 – December 15	16	16	1
December 16 – December 31	8	8	0

4.00 PERSONAL BENEFITS

For an example: John Doe is hired May 10th and is an 8-hour per day employee. He will accrue vacation in his first **partial** year of employment to be taken after January 1st of the following year. He would be eligible for 10 vacation days to be taken between January 1st and December 31st of his first full year of employment.

Following the initial partial and first full calendar years (see 2.11 for further explanation) of employment, full-time regular employees shall be eligible for the following number of annual vacation days, during each of the following calendar years of employment:

Calendar Year of Employment*	8-Hour Personnel Vacation Eligibility (in Hours)	12-Hour Personnel Vacation Eligibility (in Hours)	24-Hour Personnel Days of Vacation Eligibility
2nd through 3 rd	80	80	6
4 th through 7 th	120	120	9
8 th through 14 th	160	160	12
15 th through 21 st	200	200	15
22 nd and beyond	240	240	18

* Excludes the initial partial calendar year of employment and the first full calendar year. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. Unused vacation days at the end of the calendar year in which they are available for use may not be carried over into the next calendar year, and no payments will be made in lieu of taking vacation.

Termination of Employment. Upon termination of an employee's employment for any reason (voluntary or involuntary), the City will pay out any earned and unused vacation time.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements. **Professional Police personnel may take vacation hours in one-hour increments.**

4.00 PERSONAL BENEFITS

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Accrual of Vacation. During the initial partial calendar year of employment, full-time regular employees with the following hire dates shall be eligible to earn the following number of vacation days to be used during their first full calendar year of employment, unless otherwise disclosed in the employee's affirmation of employment letter. This eligibility occurs after the completion of the first 90 days of employment.

Hire Date	Days Vacation
January 1 - August 15	10
August 16 – September 15	8
September 16 – October 15	6
October 16 - November 15	4
November 16 – December 15	2
December 16 – December 31	1

Following the initial partial and the first full calendar years of employment, full-time regular employees shall be eligible to earn the following number of annual vacation days during each of the following calendar years of employment:

Calendar Years of Employment*	Days Vacation
2nd through 3 rd	10
4 th through 7 th	15
8 th through 14 th	20
15 th through 21 st	25
22 nd and beyond	30

* Excludes the initial partial calendar and first full calendar year of employment. The City reserves the right, in its sole discretion, to credit new employees with years of relevant employment for the purpose of calculating the number of days of vacation to which they are entitled.

All vacation, including stipend and carryover days, may be taken in 1 hour increments.

Non-exempt full-time regular employees shall receive pay for their regularly scheduled number of hours per workday for each vacation day that is taken. Vacation pay shall be paid at the non-exempt employee's regular straight time hourly wage rate as of the date the vacation is taken. Exempt salaried employees shall receive their regular salary without loss of pay for vacation days taken. Vacation pay shall not be paid in advance.

Vacation Carryover. An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused vacation days at the end of a calendar year will be lost and not paid out, ~~unless otherwise approved by the Chief of Staff or Mayor.~~ In other words, no payments will be made in lieu of taking vacation, except, as described below, for payment of vacation days at the time of termination.

4.00 PERSONAL BENEFITS

Termination of Employment. Upon termination of an employee's employment for any reason (voluntary or involuntary), the employee shall be entitled to vacation pay for any vacation time which is earned but unused at the time of termination. Payment for such vacation time shall be made by the City on or by the employee's next regular payday following termination.

Vacation Scheduling. Every effort should be made to provide your supervisor a minimum of three days' notice for any request for single days of vacation. At least two weeks' notice should be given to your supervisor for vacation requests of one week or longer. All requests for vacation are subject to your supervisor's approval. Some departments may require more notice because of the need to schedule employees to fulfill shift requirements.

4.10 Personal Hours Overview

Each **full-time regular employee** shall be eligible for paid time off for personal hours as indicated in the following charts. Personal hours are intended to cover time off from work to allow the employee to resolve personal or family legal, medical, or other **personal** situations or problems that cannot be accomplished during the normal days off.

These hours need to be pre-approved by your supervisor. It is expected that these eligible hours will be taken in full-hour increments. You must receive your supervisor's approval, and approval will depend upon the needs of the City and availability of other personnel to perform the necessary work of your Department. There is no carryover of personal hours from year to year.

Unused Personal Hours are not paid upon termination of employment, or at the end of any calendar year.

4.11 Personal Hours Administrative and Public Works Personnel General Guidelines

Annual Personal Hours Eligibility **(Employees are eligible for 3 equivalent days of personal hours)**

7 ½ Hour Day Employees	23 Hours per year
8 Hour Day Employees	24 Hours per year

New employees hired before July 1st of each year **will be** eligible for ½ of the annual numbers depicted above to be used during the remainder of that calendar year. This eligibility occurs **after** the completion of the first 90 days of employment.

New employees hired July 1st or after of each year **will not** be eligible for any personal hours for the remainder of that calendar year.

The Personal Hours benefit becomes available for each eligible employee effective January 1st of each New Year, subject to completion of the first 90 days of employment.

4.00 PERSONAL BENEFITS

4.12 Personal Hours Professional Police and Fire Personnel First Year & Every Year Thereafter Hours Eligible

Personal Hours eligibility During First Year of Employment after 90 days

Month Of Employment	Police & Fire (8 & 12 Hour Personnel) Hours Eligibility	Fire (24 Hour Personnel) Hours Eligibility
Jan – Apr	24	24
May – Jun	16	18
Jul – Aug	8	12
After Sep 1	None	None

After the first year of employment the Professional Police Officer is eligible for forty (40) personal hours beginning January 1st of each calendar year. After the first year of employment the 24 hour fire personnel are eligible for 24 hours of personal hours beginning January 1st of each calendar year.

4.13 Fixed & Floating Holidays

A fixed holiday schedule will be approved by the Board of Public Works and Safety of Westfield each year and communicated to the employees once approved. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined below:

202~~32~~ Holiday Schedule for Civilian Employees

New Year's Day Celebrated	Monday	January 23 , 202 32
Martin Luther King Jr. Day	Monday	January 16 , 202 32
Presidents' Day	Monday	February 20 , 202 32
Memorial Day	Monday	May 29 , 202 32
Independence Day	Tuesday Monday	July 4, 202 32
Labor Day	Monday	September 4 , 202 32
Thanksgiving Day	Thursday	November 23 , 202 32
Day after Thanksgiving	Friday	November 24 , 202 32
Christmas Eve Holiday, (Observed)	Friday	December 22 , 202 32
Christmas Holiday, (Observed)	Monday	December 25 , 202 32
New Year's Eve	Friday	December 29 , 202 32
Two Floating Holidays		

4.00 PERSONAL BENEFITS

*Civilian Employees hired on or before June 30 will be eligible for one-half (1/2) the Floating Holidays in the year they are hired. Civilian employees hired July 1, or later will not be eligible for any Floating Holidays in the year hired.

To be eligible to receive holiday pay, an employee must work the last scheduled workday before and the next scheduled work day after the holiday unless the Department Head has approved an absence as is provided in the benefits programs provided by the City, or as otherwise provided by law. In the case of family illness a doctor's excuse will be required since these events would be unscheduled.

1. **Fixed and Floating Holidays during Training Probation**
Employees are eligible for **all fixed holidays** (excluding Professional Police and 24-hour Fire Personnel) during their training probation. Employees are eligible for **floating holidays** after the completion of their training probation. Professional Police (8-hour and 12-hour) and 24-hour Fire Personnel are eligible to take floating holidays during their training probation period after 90 days of employment.
2. **Fixed and Floating Holidays during Disciplinary Probation**
Employees are eligible for **all fixed and floating holidays, including vacation and sick time**, during their disciplinary probationary period.
3. Any employee terminated during either of these probationary periods is not required to "pay back" those fixed or floating holidays they have already used.
4. **Professional Police Officer Fixed and Floating Holidays.**
Because of different shift requirements, sworn professional police personnel will be eligible for eight (8) hours (not twelve [12] hours) each fixed and floating holiday approved by the Board of Public Works and Safety of Westfield (for example, if the Board of Public Works and Safety of Westfield approved 13 total holidays, then sworn professional police personnel will receive 104 hours). These hours may be used at the employee's choosing and may be used in one-hour increments. Civilian office personnel working Monday through Friday will observe the fixed holiday schedule as approved by the Board of Public Works and Safety of Westfield. During the first partial year of employment, sworn Professional Police officers are eligible for the remaining fixed holidays occurring after their employment date to be taken as floating holidays. These hours may be used after 90 days of employment, at the employee's choosing and may be used in one-hour increments.

Probationary Professional Police officers attending the Indiana Law Enforcement Academy Basic course will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Indiana Law Enforcement Academy basic course is in session during a fixed holiday, the probationary officer will bank fixed holiday hours. Any banked fixed holiday hours will be taken as floating holidays. These hours may be used at the employee's choosing and may be used in one-hour increments.

Professional Police officers assigned to a temporary or light-duty office assignment will observe the fixed holiday schedule approved by the Board of Public Works and Safety of Westfield. If the Professional Police officer has utilized all available holiday hours, other benefit time may be utilized, or the hours shall be taken as unpaid. At the conclusion of this temporary or light-duty assignment, non-office Professional Police

4.00 PERSONAL BENEFITS

officers will revert back to the floating holiday policy. Under no circumstances will an employee be permitted to take more holiday hours than approved by the Board of Public Works and Safety.

5. **Professional Fire Personnel Fixed and Floating Holidays.**

Because of different shift requirements, the professional fire and EMS personnel will be eligible for four (4) floating holidays approved by the Board of Public Works and Safety of Westfield except those days will be at the employee's choosing and must be taken in full day increments. During the first partial year of employment, these days will be pro-rated as follows:

**Professional Fire Personnel Floating Holiday
During First Year of Employment after 90 days**

<u>Month</u>	<u>(24 Hour Personnel)</u>
Jan. – Mar.	3
Apr. – Jun.	2
July – Sept.	1
After Oct. 1	0

6. If a regular or probationary full-time employee (non-public safety) works on a fixed holiday that is approved by the Board of Public Works and Safety of Westfield, the employee will receive pay at 1.5 times ~~their~~his or her regular rate of pay for the time worked in addition to the straight time pay for the holiday. There is no special holiday pay for professional fire and police personnel.
7. Floating Holidays are not paid upon termination from employment.

4.14 Floating Holidays

If floating holidays have been granted by the Board of Public Works and Safety of Westfield the following rules apply.

- The floating holiday needs to be planned in advance with your supervisor's approval as any normal "vacation" might be planned.
- Floating holidays are not eligible to be carried forward to the next year, and no pay will be provided for unused floating holiday at the end of a calendar year or upon termination of employment, for any reason.
- Floating holidays must be taken in no less than ½ day increments. This does not apply to Professional Police Personnel.
- Disciplinary probationary employees are eligible to schedule floating holidays.
- Training probationary employees are eligible to schedule floating holidays after the Training Probationary Period. Professional Police and Fire employees are eligible during their Training Probationary Period after 90 days of employment.
- New civilian employees hired before July 1st of each year will be eligible for ½ of the annual number of floating holidays to be used during the remainder of that calendar year. This eligibility occurs after the completion of the first 90 days of employment.

4.00 PERSONAL BENEFITS

- New civilian employees hired July 1st or after of each year will not be eligible for any floating holidays during the remainder of that calendar year.

4.15 Perfect Attendance Day

Employees are awarded one (1) paid day off from work during the twelve-month period following a perfect attendance calendar year. Perfect Attendance is defined as having taken no Sick Leave, Family Illness Leave or Industrial Injury Leave during the calendar year. If an employee takes Compensation Time, Flex Time, or other benefit time in place of Sick Leave, such employee remains eligible for perfect Attendance. This is not a paid benefit at the time of termination of employment, nor can it be carried over from year to year. A paid day is defined as the employee's normally scheduled work hours in one day (7.5, 8, 12, or 24 hour).

4.16 Employee Assistance Program

City of Westfield has a confidential voluntary Employee Assistance Program (EAP) available to employees and anyone living within their household. It is the responsibility of the employee to seek assistance from EAP when needed. Five (5) sessions per issue will be provided free of charge. Please contact Human Resources for any further information regarding this program.

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5.00 COMPENSATION AND PAYROLL

5.01 Compensation Programs

It is the desire of the City of Westfield that its salary and benefit programs will attract and retain people well qualified to achieve high standards of performance in their work. We encourage new employees to build their careers with the City. In keeping with this desire, compensation and benefit programs are reviewed annually and work performance is reviewed to encourage continued growth in your personal contributions toward the goal of providing service to the citizens of our community.

Every job with the City is reviewed and given a salary range for a starting salary. Salary ranges are reviewed annually with other similar positions within other communities throughout the State of Indiana and changes are made when appropriate. This is accomplished annually with the City Council approving a salary ordinance. Salary increases are approved by the City Council and generally are administered annually in January of each year.

In addition to the compensation and benefits programs, the City of Westfield pays longevity for police and fire department employees pursuant to the current year's salary ordinance. Longevity is paid on a per pay basis beginning January of each year and is calculated based on the Employment Anniversary Date, Policy 2.11. Employees become eligible for longevity pay after the first full calendar year of employment. Based upon years of service, years 1-10 is \$200 per year and years 11-25 is \$250 per year. For example, an employee hired on February 1, 2010, first becomes eligible for longevity pay on January 1, 2012. Similarly, an employee hired December 15, 2010, also first becomes eligible for longevity pay on January 1, 2012.

5.02 Pay Periods & Notice of Deposit Delivery

Pay periods will be for a period of two weeks. The Clerk-Treasurer's office issues an annual schedule of pay dates.

Any error in your pay should be reported immediately to the Clerk-Treasurer so it can be corrected. Any request for payroll adjustment must be submitted in writing to the Clerk-Treasurer. Should an employee wish to designate a family member or other person to have access to their payroll information, such designation must be in writing to the Clerk-Treasurer.

5.03 Attendance Cards / Forms / Time Keeping System

You are responsible for reporting your own time and it should be submitted to your supervisor at the end of the two-week period. The supervisor will approve and forward to the Clerk-Treasurer's office for processing.

Employees are covered by the Fair Labor Standards Act, and are responsible for submitting hours worked each pay period into the payroll system of the City's choosing. Your pay is computed from this information.

To ensure maximum accuracy this should be completed daily. Your approval in the system and the approval of your supervisor certify the accuracy of all time information.

5.00 COMPENSATION AND PAYROLL



5.04 Fair Labor Standards Act

The Fair Labor Standards Act is a federal law that, in part, establishes minimum wage and overtime pay requirements for certain categories of work. Individuals who are not exempted from these requirements are referred to as "non-exempt" employees. Employees who are exempted from (not covered by) these requirements are classified as "exempt" employees. Your status is explained at the time of your employment.

5.05 Overtime Pay / Compensatory Time

It shall be the policy of the City Council to comply with all state and federal laws and regulations regarding compensation of minimum wage and overtime for all employees covered by the provisions of the Fair Labor Standards Act effective April 1986 and as amended.

For some employees, time worked in excess of the regular shift may be compensated with compensatory time off. Compensatory time off rather than paid overtime may be granted on a case-by-case basis at the discretion of an employee's immediate supervisor. It is recognized that the individual Department Heads must work within the specific workplace needs of their departments, and must have the ultimate decision making responsibility in offering the compensatory time option.

General Guidelines

1. Overtime and compensatory time off shall be earned at the rate of 1.5 hours for each hour worked in excess of the established work period described below.
2. Time worked required for continuation of any given assignment beyond the normal workday shall be accumulated to the nearest quarter hour of service performed.
3. All overtime and compensatory time must be pre-authorized by the applicable Department Head. Employees who work unauthorized time without approval may be subject to disciplinary action.
4. Holidays (fixed and floating), Personal Days, Vacation, industrial injury accidents, and absence for jury and witness duty are considered time worked in fulfilling the requirements for overtime or compensation time eligibility. Sick leave is not included for calculating overtime or compensation time except for 24 hour fire personnel.

Public Works Department Personnel

For those personnel regularly scheduled for 40 hours per week

Hourly employees regularly scheduled to work 40 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday.

Overtime pay calculation is based upon your regular hourly rate times 1.5.

5.00 COMPENSATION AND PAYROLL



Administrative Office Personnel

For those personnel regularly scheduled for 37.5 hours per week

Hourly employees regularly scheduled to work 37.5 hours per week will receive pay at the rate of time and one-half for hours worked in excess of 40 hours per week. For pay purposes the workweek begins on Sunday and ends on Saturday. This would mean that the first 2.5 hours worked beyond the standard 37.5 hour work week would be at straight time for these employees.

Overtime pay calculation is based upon your regular hourly rate for the workweek times 1.5

Public Safety Personnel (Police and Fire)

For public safety personnel (fire and police), please discuss the rules associated with overtime with your department head.

For 24-hour fire personnel, overtime is paid during the 28-day pay period when work exceeds 212 hours.

For professional police, overtime is paid during the 14-day pay period when work exceeds 85½ hours.

5.06 Non-Exempt Employees: Compensatory Time Off

(A) Definitions

- (1) Civilian Employee shall refer to all City of Westfield employees not employed as Professional Police Employees or Professional Fire Employees.
- (2) Professional Police Employee shall refer to professional police personnel.
- (3) Professional Fire Employee shall refer to professional fire personnel.

(B) Non-Exempt Civilian Employees: Standard Workweek and Overtime

- (1) The standard workweek for full-time Non-Exempt Civilian Employees is either 37½ or 40 hours.
 - (2) Any hours worked in excess of the Non-Exempt Civilian Employee's regularly scheduled hours per workweek must have the prior approval of the employee's department head or the department head's designee. Any hours worked by a Non-Exempt Civilian Employee in excess of ~~their~~his or her regularly scheduled hours for the workweek must fall within the department's budgetary limitations, except in the case of an emergency.
 - (3) Non-Exempt Civilian Employees are required to report all hours worked on a personal time sheet that is signed by the employee's department head or the department head's designee. Failure to accurately report hours worked shall result in employee discipline.
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5.00 COMPENSATION AND PAYROLL



- (4) Non-Exempt Civilian Employees shall be entitled to compensation at their regular hourly rate for each hour (of portion of an hour) worked in excess of 37½, but less than or equal to 40 hours in any workweek.
- (5) If Non-Exempt Civilian Employees are required to perform work for more than 40 hours in a workweek, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (C) for any hour (or portion of an hour) worked in excess of 40.

(C) Non-Exempt Civilian Employees: Compensatory Time Off

- (1) As used within this subsection (C), "department head" shall refer to the department head for the applicable Non-Exempt Civilian Employee or the department head's designee.
- (2) When a Non-Exempt Civilian Employee works more than 40 hours in a workweek, the department head, at ~~their~~^{his or her} discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the department head must have an understanding with the Non-Exempt Civilian Employee that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Civilian Employee's performance of the overtime work.
- (3) Where compensatory time off is substituted for overtime pay, the Non-Exempt Civilian Employee shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 40 in a workweek.
- (4) Where a Non-Exempt Civilian Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Civilian Employee's compensatory time off balance is reduced below 40 hours, unless otherwise approved by the department head.
- (5) Where a Non-Exempt Civilian Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 40 in a workweek until such accrued balance is reduced below 40 hours, unless otherwise approved by the department head.
- (6) Non-Exempt Civilian Employees must submit requests to use earned compensatory time off to their department head. Department heads shall allow Non-Exempt Civilian Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.

5.00 COMPENSATION AND PAYROLL



- (7) Under no circumstances may a Non-Exempt Civilian Employee take compensatory time off until the employee has earned compensatory time off.
 - (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.
- (D) **Non-Exempt Professional Police Employees: Standard Work Period and Overtime**
- (1) The standard work period for full-time Non-Exempt Professional Police Employees is 14 days.
 - (2) Any hours worked in excess of 85½ hours per work period must have the prior approval of the Police Chief, or the Police Chief's designee. Any hours worked by a Non-Exempt Professional Police Employee in excess of 85½ must fall within the department's budgetary limitations, except in the case of an emergency.
 - (3) Non-Exempt Professional Police Employees are required to report all hours worked on a personal time sheet that is signed by the Police Chief or the Police Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
 - (4) If Non-Exempt Professional Police Employees are required to perform work for more than 85½ hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (E) for any hour (or portion of an hour) worked in excess of 85½.
- (E) **Non-Exempt Professional Police Employees: Compensatory Time Off**
- (1) As used within this subsection (E), "Police Chief" shall refer to the Police Chief for the City or the Police Chief's designee.
 - (2) When a Non-Exempt Professional Police Employee works more than 85½ hours in a given work period, the Police Chief, at ~~their~~~~his or her~~ discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Police Chief must have an understanding with the Non-Exempt Professional Police Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Police Employee's performance of the overtime work.
 - (3) Where compensatory time off is substituted for overtime pay, the Non-Exempt Professional Police Employee shall be entitled to compensatory time
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5.00 COMPENSATION AND PAYROLL



- (4) off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 85½ in a work period.
 - (5) When a Non-Exempt Professional Police Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Police Employee's compensatory time off balance is reduced below 40 hours.
 - (6) When a Non-Exempt Professional Police Employee has accrued a balance of 40 hours of compensatory time off, the employee will be paid overtime for any hours worked in excess of 85½ in a work period until such accrued balance is reduced below 40 hours.
 - (7) Non-Exempt Professional Police Employees must submit requests to use earned compensatory time off to the Police Chief or ~~their~~his/her designee. The Police Chief or designee shall allow Non-Exempt Professional Police Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Police Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
 - (8) Under no circumstances may a Non-Exempt Professional Police Employee take compensatory time off until the employee has earned compensatory time off.
 - (9) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.
- (F) **Non-Exempt Professional Fire Employees: Standard Work Period and Overtime**
- (1) The standard work period for full-time Non-Exempt Professional Fire Employees is 28 days.
 - Any hours worked in excess of 212 hours per work period must have the prior approval of the Fire Chief, or the Fire Chief's designee. Any hours worked by a Non-Exempt Professional Fire Employee in excess of 212 must fall within the department's budgetary limitations, except in the case of an emergency.
 - Non-Exempt Professional Fire Employees are required to report all hours worked on a personal time sheet that is signed by the Fire Chief or the Fire Chief's designee. Failure to accurately report employee hours worked shall result in employee discipline.
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5.00 COMPENSATION AND PAYROLL



- If Non-Exempt Professional Fire Employees are required to perform work for more than 212 hours in a work period, those employees shall be entitled to overtime compensation at the rate of 1½ times their regular hourly rate or to compensatory time off as outlined in subsection (G) for any hour (or portion of an hour) worked in excess of 212.

(G) **Non-Exempt Professional Fire Employees: Compensatory Time Off**

- (1) As used within this subsection (G), "Fire Chief" shall refer to the Fire Chief for the City or the Fire Chief's designee.
- (2) When a Non-Exempt Professional Fire Employee works more than 212 hours in a given work period, the Fire Chief, at ~~their~~^{his or her} discretion, may substitute compensatory time off for overtime pay. In order to substitute compensatory time off for overtime pay, however, the Fire Chief must have an understanding with the Non-Exempt Professional Fire Employees, or their representative, that the substitution of compensatory time off may be made for overtime compensation. This understanding shall exist prior to the Non-Exempt Professional Fire Employee's performance of the overtime work.
- (3) When compensatory time off is substituted for overtime pay, the Non-Exempt Professional Fire Employee shall be entitled to earn compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 212 in a work period.
- (4) When a Non-Exempt Professional Fire Employee earns compensatory time off, the employee shall be allowed to accrue a compensatory time off balance up to 40 hours. Once a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee shall not accrue any additional compensatory time off until the Non-Exempt Professional Fire Employee's compensatory time off balance is reduced below 40 hours.
- (5) When a Non-Exempt Professional Fire Employee has accrued a balance of 40 hours of compensatory time off, the employee must be paid overtime for any hours worked in excess of 212 in a work period.
- (6) Non-Exempt Professional Fire Employees must submit requests to use earned compensatory time off to the Fire Chief. The Fire Chief shall allow Non-Exempt Fire Department Employees to use accrued compensatory time off within a reasonable period of time after the employee has made such a request, subject to the Fire Chief's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
- (7) Under no circumstances may a Non-Exempt Professional Fire Employee take compensatory time off until the employee has earned compensatory time off.
- (8) Employees cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar

5.00 COMPENSATION AND PAYROLL



- (9) year. In all cases, employee accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time off hours will be carried forward from calendar year to calendar year.

5.07 Exempt Employees: Flex Time Off

(A) Exempt Employees: Standard Workweek

- (1) Exempt Employees are required to work the numbers of hours necessary to complete their assigned tasks in any given workweek.
- (2) Exempt Employees are not entitled to overtime pay.
- (3) Exempt Employees, however, shall be entitled to earn "Flex Time Off" as set forth in subsection (B).

(B) Exempt Employees: Flex Time Off

- (1) As used within this subsection (B), "department head" shall refer to the applicable department head for the department in which the Exempt Employee is employed. In the case of the Chief of Staff and/or Deputy Mayor, "department head" shall mean the President of the City Council and/or Mayor.
 - (2) When an Exempt Employee works more than 40 hours in a given workweek, the department head, at their discretion, may grant the Exempt Employee flex time off.
 - (3) When flex time off is granted, the Exempt Employee shall earn flex time off at the rate of 1 hour of flex time off for each hour worked in excess of 40 in a workweek. An Exempt Employee must account for 8 hours per day and working more or less should be accounted for by earning or taking flex time or other benefit days.
 - (4) When an Exempt Employee earns flex time off, the employee shall be allowed to accrue a flex time off balance up to 40 hours. Once an Exempt Employee has accrued a balance of 40 hours of flex time off, the employee shall not accrue any additional flex time off until the Exempt Employee's flex time off balance is reduced below 40 hours.
 - (5) Exempt Employees must submit requests to use accrued flex time off to their department heads. The department heads shall allow Exempt Employees to use accrued flex time off within a reasonable period of time after the employee has made such a request, subject to the department head's discretion as to the needs of the department and in a manner that will not unduly disrupt the operations of the department.
 - (6) Under no circumstances shall an Exempt Employee be permitted to take flex time off until the employee has earned flex time off.
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5.00 COMPENSATION AND PAYROLL



- (7) Accrued flex time off hours will be carried forward from calendar year to calendar year.
- (8) No payments shall be made for accrued flex time off, and no payment shall be made in lieu of taking accrued flex time off. Under no circumstances will accrued but unused flex time off be paid out upon separation from employment.

5.08 Emergency Call-In Pay

Regular employees who are paid on an hourly basis (non-exempt) may qualify for emergency call-in pay under certain circumstances. If you are notified away from work that "emergency" call-in work is necessary, you will receive overtime pay for whatever amount of work time is involved with a minimum of three hours at the overtime rate, even though the job may be completed in less time. For such an emergency call-in, time spent in travel to and/or from work will be considered time worked.

For the Police and Fire Department, off-duty manpower called in for emergencies will also be paid overtime for whatever amount of work-time is involved, including travel time, with a minimum of 3 hours paid at the overtime rate, even though such work may be completed in less time.

Non-exempt professional police employees required to attend a work-related court hearing outside of their scheduled weekly work hours will be paid overtime for whatever amount of work time is involved, with a minimum of three hours paid at the overtime rate, even though such work may be completed in less time.

For the Public Works and Informatics Departments, this policy is superseded by the On-Call Policy implemented within the department.

5.09 Worker's Compensation Insurance

If an employee is injured on the job as a result of an accident or if an employee develops an occupational disease, the City provides, through worker's compensation insurance, payment of weekly income in accordance with worker's compensation and occupational disease laws. Outside employment is prohibited while an employee is off work due to a work place illness or injury covered by Worker's Compensation Insurance.

The employee has the responsibility of reporting any accident or injury, which occurs while working, to their immediate supervisor. Failure to report an injury while on duty, that day, or at the end of that shift may result in a denial of benefits and/or disciplinary action.

Management will work with the City's Human Resources Department to complete the required documents to comply with the law and meet submission deadlines.

It is critical that worker's compensation reports be completed on time.

5.10 Payroll Deductions

Several deductions are made from your pay including federal income tax, state income tax, social security tax, Medicare tax, and county income tax. An employee, by written request to the

5.00 COMPENSATION AND PAYROLL



Human Resources Department, may have a portion of their wages or salary withheld for additional approved purposes, such as:

- Purchase of group health, dental and vision coverage(s)
- Purchase of supplemental insurance coverage(s)
- One America investment program
- Fire Personnel PERF retirement plan
- Union Dues

Social Security Tax - Medicare Tax

You pay for one-half of your social security and Medicare tax commonly known as FICA. The City of Westfield pays the other half for you. The social security tax and Medicare tax you pay is withheld from your paycheck. This tax is a percentage of salary (up to a certain annual maximum earnings figure; and the percentage applied to your salary is also subject to change). There are four kinds of government benefits covered by this tax; disability benefits, retirement benefits, Medicare, and survivor benefits.

5.11 Garnishments

We expect that each employee will be responsible for their own financial obligations; however, there are times the City will be required by law to withhold funds from your paycheck because of a court order. By law we reserve the right to charge the maximum administrative fee to the employee for each transaction.

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6.00 UNEMPLOYMENT COMPENSATION

6.01 Eligibility and Description

Eligible City employees are covered by the unemployment compensation program administered by the Indiana Department of Workforce Development (IDWD). Generally, this compensation is available to those who are terminated from City employment through no fault of their own (layoffs or manpower cut-backs) and are actively seeking employment elsewhere. Eligibility is determined by the IDWD on a case-by-case basis. An application must be made by the worker before benefits can be considered by the IDWD.

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7.00 LEAVES OF ABSENCE

7.01 Medical Leave (Sick Leave)

Sick leave (provided after completion of 90 days of employment) is defined as absence from work with pay by any full-time regular employee as a result of any physical injury or illness, psychological condition or disability that incapacitates the **employee** to a degree that performance of the employee's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

COVID-19

Employees should be alert for symptoms, watch for fever, cough, shortness of breath, or other symptoms of COVID-19. If an employee believes they may have symptoms or has tested positive for COVID-19, that individual must immediately notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation. Also, if an employee has been exposed to COVID-19 and is required to quarantine per CDC guidance, that individual must notify their supervisor as well as Human Resources and follow CDC recommended precautions or their Health Care Provider's recommendation.

COVID-19 vaccines and boosters are not mandatory for employees, but are highly encouraged. Studies show that COVID-19 vaccines and boosters are effective at lessening COVID-19 symptoms.

Any COVID-19 related questions should be directed to Human Resources.

Employees on Full-Time Probationary Training Employment Status

Paid absence because of injury or illness (not related to work) during the first 90 days of all probationary training employment periods is not covered and time off from work would be **without** pay.

7.00 LEAVES OF ABSENCE

Sick Pay During Probation

Department	Probation Months	Eligibility for Sick Hours During First 90 Days of Employment	After 90 Days of Employment
Fire Admin.	6	0	8 Hours for each remaining full month left in the year
Police Admin.	6	0	
Police	12	0	
Utility/Admin.	6	0	
24-Hour Fire	12	0	8 Hours for each remaining full month left in the year

Regular Full-Time Employees

If a regular full-time employee is absent because of illness or injury, they will, with Department Head approval, receive full pay as follows.

Beginning each January 1, all regular full-time employees will be eligible to receive ninety-six (96) paid Sick Hours (or pro-rated hours based on hours worked if any employee works 30 to 37 hours) to be used during the calendar year.

Carry Over Sick Hours

Unused Sick Hours for 7-1/2, 8 and 12-hour shift personnel as of December 31 of each year may be accumulated to a maximum of 320 hours and carried forward to be used in the next calendar year. 8 and 7-1/2-hour shift personnel accumulate no more than 320 Sick Hours in one year including the New Year's sick pay eligibility.

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

7.00 LEAVES OF ABSENCE

Unused Sick Hours for 24-hour shift fire personnel as of December 31 of each year may be accumulated to a maximum of 480 hours and carried forward to be used in the next calendar year. 24-hour shift fire personnel accumulate no more than 480 Sick Hours in one year including the New Year's sick pay eligibility.

Other Sick Leave Administrative Issues

Unless another time period is permitted by law, if illness or injury prevents an employee from reporting for work, ~~they/he/she~~ must contact ~~their/his/her~~ immediate supervisor of their absence prior to time ~~they/he/she~~ is to begin the workday.

When on sick leave, employees must be at home, at a medical facility, or be able to explain their whereabouts when requested. Failure to provide formal documentation as to one of the three requirements will result in severe disciplinary action that may include termination. No employee on sick leave will be permitted to perform any off-duty employment.

A minor illness or injury to an employee may cause a temporary sick leave of up to three (3) days to be granted by the supervisor. No certified medical form is required, but the City of Westfield reserves the right to obtain such a document at any time. Employees off due to illness four (4) days or longer will require medical documentation supporting the need for the absence. 24 Hour Firefighter employees off due to illness for two (2) consecutive assigned workdays will require medical documentation to support the need for the absences. In addition, the City of Westfield may request further medical review of the employee by a City-designated physician *at the City's expense*. All illnesses or injuries requiring medical documentation will require a fitness evaluation and medical documentation release for duty prior to coming back to work. In order to be paid for sick leave, an employee must be sick as defined above (any physical injury or illness, psychological condition or disability that incapacitates the employee to a degree that performance of the employee's job assignment is impaired). Therefore, in some circumstances a physician's opinion may be required in order to draw a sick leave benefit.

Absenteeism and Abuse of sick leave

The following shall be grounds for discipline up to and including termination:

- a. Use of sick leave for reasons other than illness or injury, except as expressly permitted in this manual.
 - b. Pattern of sick leave abuse. This includes recurring use of sick hours on Fridays or Monday, before or after holidays, or before or after scheduled time off such as vacations, birthdays, personal days, or compensatory days off. This also includes repeated use of sick leave hours at times which the employee reasonably should know to be important to the department because of workload, deadlines, or other causes rendering absences particularly troublesome to the department. Any combination of the above may constitute a pattern of abuse of sick leave and will be dealt with severely through normal disciplinary measures provided for in this manual.
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7.00 LEAVES OF ABSENCE



Sick Hour Bank

In an effort to create an opportunity for a benefit to those employees who may have a major medical issue, the City of Westfield has created a Sick Hour Bank. The Sick Hour Bank shall be administered as follows:

Eligibility:

To be eligible to enroll in the Sick Hour Bank the employee first must have available the maximum allowable number of hours that may be accumulated pursuant to Section 7.01 "Carry over Sick Hours" of this policy and procedure manual.

Enrollment:

1. Employees may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.
3. To enroll in the Sick Hour Bank the employee must donate ninety-six (96) of their accumulated Sick Hours to the bank.
4. Any employee who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

Continued Participation in the Sick Bank:

1. To remain actively enrolled in the Sick Hour Bank, the employee must donate forty-eight (48) Sick Hours during the enrollment period each subsequent year to remain qualified to submit claims against the Sick Hour Bank the following calendar year.
2. Any employee who fails contribute the required number of accumulated Sick Hours during the Open Enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

Administration:

1. An employee must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
 2. The maximum benefit that any individual employee may claim against the Sick Hour Bank in a given calendar year is *the lesser of* one thousand four hundred and forty (1,440) hours or the balance of Sick Hours contributed by all City employees that remain in the Sick Hour Bank.
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7.00 LEAVES OF ABSENCE

3. Any employee petitioning to utilize the Sick Hour Bank must have utilized all of their paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any employee who desires to make a claim against the Sick Hour Bank must submit ~~their~~^{his or her} request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the employee's medical provider explaining the employee's need for and the expected length of the employee's leave.
5. Claims against the Sick Hour Bank may only be made for the employee's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.
6. An employee may not make a claim against the Sick Hour Bank during any time period during which ~~they are~~^{he or she is} receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Chief of Staff and/or City Council.
8. Any employee who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

7.02 National Guard, Reserve Duty and Task Force Leave

The City of Westfield recognizes the importance of military service to our country and our state. The City will fully comply with all provisions set forth in federal and state law governing military leave. Pursuant to these laws, regular full-time and part-time employees are eligible for unpaid military leave as set forth below. Such leave and the re-employment rights of an employee upon return from such leave shall be determined in accordance with applicable federal and state law and regulations.

Any employee of the City who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or vacation leave, for the time when the employee is: (1) on training duties of the state under the order of the governor as commander in chief; or (2) a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An employee may be required to present copies of military orders or other notification papers to ~~their~~^{his/her} supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

Any employee of the City who is a member of the Indiana National Grand, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to receive an **[unpaid]** leave of absence for the time when the employee is on

7.00 LEAVES OF ABSENCE

state active duty under I.C. 10-16-7-7 or other active duty described in I.C. 10-16-7-23 (referred hereafter as "active duty"). (I.C. 10-16-7-5(c)).

Furthermore, the City will continue to pay both sides of the '77 or Civilian PERF for the employee and will continue to give credit for longevity. The City will cover the expense for medical, dental, vision for the employee's dependents if the dependents were enrolled at the time of deployment. No contributions will be made to any 457 or 401a supplemental retirement plans during deployment.

Nothing contained in this Section 7.020 shall be implemented in violation of the Fair Labor Standards Act or other applicable law. Where a conflict exists, applicable law shall apply instead of this policy.

During a Task Force Leave, Non-Exempt and Exempt employees will receive pay for each hour worked and from portal to portal. Hours worked greater than forty (40) hours in the applicable payroll week, provided that the employee was required to work the additional hours during and as a result of a declared Task Force Leave will be paid at the employee's overtime rate.

7.03 Family Military Leave

In compliance with the Indiana Military Family Leave Act (Indiana Code 22-2-13), the City will allow employees 10 days of unpaid leave when a family member is called to active duty in the United States Armed Forces, the Indiana Army National Guard, or the Indiana Air National Guard. The family member must be scheduled for at least 89 days of active military duty in order for the employee to qualify for family military leave. With the City's prior approval, an employee may use their earned, unused paid time off, including vacation or personal time, floating holidays, comp time, and flex time, for all or a portion of their family military leave. If you believe that you may qualify for family military leave or have questions about taking a family military leave, please contact the Director of Human Resources.

7.04 Bereavement Leave

A paid bereavement leave is authorized per death in the family as specifically described below:

This benefit applies to the death of an employee's spouse, child, step-child, mother, father, step-father, step-mother, step-brother, step-sister, step-grandchild (only when any step-relationship is within current marriage), mother-in-law, father-in-law, grandparents (employee's and spouse's), grandchildren, brother, sister, sister-in-law, brother-in-law, half-brother, half-sister, son-in-law, daughter-in-law, aunt, uncle, or spouse of any of these listed and a person living in the same household with the employee.

Those employees assigned to 7.5 or 8-hour shifts may be granted three (3) days of Bereavement Leave. Those assigned to 12-hour shifts may be granted two (2) days of Bereavement Leave. Those assigned to 24-hour shifts may be granted one (1) day of Bereavement Leave (i.e., one 24-hour period). This benefit is for full-time employees only.

7.00 LEAVES OF ABSENCE

In special circumstances, usually because of travel distances, an extension of absence with pay may be granted on a case-by-case basis and approved by the Department Head **and** Chief of Staff.

Any other absence in connection with funerals of other relatives or friends may be excused **without pay** if personal hours are not available. This decision to allow this absence is at the discretion of the Department Heads.

For purposes of this provision a day equals the number of hours the employee would regularly have been scheduled to work on the day taken off.

7.05 Illness in the Family Leave

If serious illness, as defined by the FMLA Act of 1993 (see Section 7.09) occurs in your immediate family (mother, father, wife, husband, child, within current marriage stepchild) and your presence is required, pay **may** be received for a brief absence if approved by your Department Head. A maximum of 3 days for 8 and 7 1/2-hour shift personnel; 2 days for 12-hour shift personnel; and 1 day for 24-hour shift personnel may be granted for each occurrence. No employee shall be able to utilize more than two occurrences within a calendar year. The amount of paid time off depends greatly upon individual circumstances and should be reviewed with and approved by your Department Head upon receipt of a doctor's notification of the situation. This benefit is available for full-time employees only. Outside employment is prohibited during this leave and time is to be taken in full-day increments.

7.06 Civic Leave (Jury Duty, Witness Duty)

Any employee who is summoned to serve on a petit or grand jury or to appear as a witness for the Federal, State or City Government shall immediately inform ~~their~~^{his or her} Department Head or immediate supervisor. This employee shall be excused from work for the days on which they serve.

An employee's pay during this service period may be reduced by the amount received from the Court. The employee will present proof of service (subpoena) and of the amount of payment received thereof from the clerk of the court or coroner. Payment by the court to the employee for traveling expenses may be retained by the employee.

If an employee is released from jury duty by the court any time prior to noon, they shall report to work as soon as possible but at least within (2) hours of being released by the court.

Part-time employees will not receive compensation for their time away from work for civic leave but will be given excused time off.

7.07 Other Leaves

Full-time employees may also receive leaves of absence for other purposes subject to the approval of the Chief of Staff or Mayor. These leaves may be paid or unpaid and will be considered on a case-by-case basis.

7.00 LEAVES OF ABSENCE



7.08 Maternity Leave

An employee who is unable to work because of pregnancy, child delivery, or other pregnancy-related causes, shall be treated for purposes of medical leave, vacation leave, leaves of absence, and other benefits, as any other employee with a medical condition. No maternity leave shall be for a period longer than 90 calendar days including the use of earned sick leave and vacation time available.

The City of Westfield will make every reasonable effort to provide employees who are nursing mothers a private place to express breast milk, as well as an appropriate place to store the expressed milk and shall:

1. Provide reasonable paid break time to an employee who needs to express breast milk for their infant child. The break time must, if possible, run concurrently with any break time already provided to the employee;
2. Make reasonable efforts to provide a private space, other than a toilet stall, in close proximity to the work area, for nursing mothers to express milk; and
3. Make reasonable efforts to provide a refrigerator or other cold storage space for expressed breast milk or allow the employee to provide their own portable cold storage device for keeping milk that has been expressed until the end of the employee's work day.

It is the responsibility of the employee to request from Human Resources or their direct supervision a workplace accommodation.

7.09 Family and Medical Leave Act of 1993

The City of Westfield complies with all applicable federal and state laws, including the Family and Medical Leave Act (FMLA) of 1993, as amended. Under the FMLA, eligible employees are entitled to certain rights and have certain obligations, with respect to unpaid leave for certain family and medical reasons.

An eligible employee under FMLA is an employee who has been employed by the City of Westfield for at least 12 months and who has worked at least 1,250 hours within the last 12 months. All public sector employees who meet the above requirements are deemed an eligible employee.

An eligible employee may take FMLA leave for up to 12 weeks per leave year, calculated on a rolling 12 month period measured backward from the date any leave is used, for any of the following four reasons:

- 1) To care for a newborn child or a child newly placed in the employee's custody through adoption or foster care, for a period of up to one year after such birth or placement. Also includes "in Loco Parentis", an individual who has day-to-day responsibility to care for and financially support a child who is under eighteen (18)

7.00 LEAVES OF ABSENCE

years of age or who is older than eighteen (18) years of age and incapable of self-care because of a physical or mental disability;

- 2) To care for the employee's spouse, child, or parent who has a serious health condition;
- 3) Because of the employee's own serious health condition, if that condition renders the employee unable to perform their job functions; or

Due to any non-medical 'qualifying exigency' arising out of the active duty status (or notice of an impending call or order to activity duty) of your spouse, son, daughter or parent in the Armed Forces in support of a contingency operation ("qualifying exigency military leave").

If you are the spouse, son, daughter, parent, or next of kin of a "covered service member", then you may be entitled to take up to 26 workweeks of service member family leave in a 12-month period to care for the service member. This 26-workweek leave entitlement shall be reduced by any leave taken during the 12-month period for one of the reasons enumerated above. For example, if you took 8 weeks of leave due to your own serious health condition, you would be entitled to up to 18 weeks of service member family leave.

The term "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred during the five years preceding the date of treatment.

The term "serious injury or illness" means "an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating."

Spouses employed by the City are jointly entitled to a combined total of up to 26 workweeks of service member family leave.

A serious health condition is defined as any injury, illness, impairment, or physical or mental condition that requires either in-patient care in a medical facility (i.e. overnight hospitalization) or continuing treatment by a health-care provider. Continuing treatment is defined as:

- (a) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition with the requisite instances of subsequent treatment;
 - (b) any period of incapacity due to pregnancy or for prenatal care;
 - (c) any period of incapacity due to a chronic serious health condition;
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7.00 LEAVES OF ABSENCE

- (d) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- (e) any period of absence to receive multiple treatments for certain conditions (e.g. chemotherapy, dialysis); or
- (f) other qualifying absences attributable to incapacity. Common colds, flu, earaches, etc. are not considered serious health conditions.

Routine physical, eye or dental examinations are not considered within the scope of continuing treatment and voluntary cosmetic treatments are not generally considered serious health conditions unless inpatient care is required.

An eligible employee generally must give the Department Head at least 30 days notice of their intent to take leave under FMLA. If the employee is unable to give such notice, then the employee must notify the Department Head as quickly as possible. The Department Head will forward the notification immediately to Human Resources for processing and filing. If a notification cannot be obtained from the employee, the Department Head must give notice to Human Resources that an employee is off and Human Resources will determine if the leave applies. When requesting qualifying exigency medical leave or service member family leave, you must provide the City with as much notice as is reasonable and practicable.

In cases of leave to be taken to care for a seriously ill family member or due to an employee's own serious health condition, the employee must provide the Department Head and the Human Resources Department with certification signed by the health care provider including the following information:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) Medical facts supporting the need for leave;
- 4) If the employee is the patient, information sufficient to establish that the employee cannot perform the essential functions of the job as well as the nature of any other work restrictions, and the likely duration of such inability;
- 5) If applicable, a statement that the employee is needed to care for their spouse, child, or parent and an estimated duration of such need; and
- 6) If applicable, a statement regarding the medical necessity of intermittent or reduced hours schedule leave.

A certification form will be provided to the employee by the City. An eligible employee on FMLA leave must submit to the Department Head and to the Human Resources Department a medical release indicating that the employee is able to return to work and perform the duties identified in the employee's job description. Without such a release the City of Westfield cannot restore the employee to an active status.

7.00 LEAVES OF ABSENCE

The City of Westfield requires that the employees take any available paid leave (e.g. vacation, sick, personal) for which they are eligible while on FMLA leave. Employees shall only be eligible to use their accumulated sick leave while on FMLA leave if the FMLA leave is taken for the employee's own serious health condition. Otherwise, leave is without pay.

The FMLA provides up to either 12 or 26 weeks of job protected leave. Upon return, the employee will be restored to the position they held prior to taking FMLA leave or to an equivalent position with respect to pay, position and responsibility.

During FMLA leave the City of Westfield is required to maintain the group health benefits for the employee while on leave. Any employee cost for such insurance is still the responsibility of the employee while on leave. The employee is expected to make arrangements with the Department Head and with the Clerk-Treasurer's office for payment of the employee's obligation. Outside employment is prohibited for any medical leave of absence regardless of whether it is for employee's own medical condition, to care for a family member or while on any FMLA leave.

7.10 Vacation Leave (Unpaid)

All regular full-time employees may request an additional ten (10) days of vacation each calendar year **without pay** (12-hour personnel may request 7 days and 24 hour employees may request 6 days) after eligible leave is used. Eligible leave is defined as earned vacation both carried over from the prior year plus the current year's vacation plus floating holiday and personal time. It is not a requirement to take this unpaid vacation leave in weekly increments.

The Department Heads of each department **have the sole authority** to grant this additional vacation **without pay** based upon work schedules and requirements in their areas. These days are **not** eligible to be carried forward to the next year if not used and are **not guaranteed** to be granted when requested.

Additional leave time may be granted to the extent required by the Americans with Disabilities Act and/or other applicable law.

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8.00 RETIREMENT

8.01 Summary

All regular full-time employees, including the Clerk-Treasurer and the Mayor of the City of Westfield, are allowed to participate in a retirement program, funded at least in part by contributions from the City. Eligibility begins on the first day of employment with the City. Part-time employees are only allowed to participate in the 457 Retirement Plan described in 8.03 below and the City will not make any contributions to that plan. Elected officials may have different retirement options with PERF and should contact PERF prior to their retirement.

8.02 Public Employees Retirement Fund (PERF)

Most full-time employees (other than certain firefighters and police officers described in Section 8.06), the Clerk-Treasurer, and the Mayor of the City of Westfield are required to join the Public Employees Retirement Fund (PERF) maintained by the State of Indiana. This plan is designed as an employer **and** employee contributory plan. The City of Westfield currently contributes the employee **and** employer portion to this retirement plan for all eligible employees. Eligible employees are enrolled as of the first day of their employment with the City. Civilian PERF is based on gross wages and calculated at 14.2% total.

Paramedics are considered civilian employees when it pertains to PERF. The City contributes 14.2% of the paramedic's base pay into the Civilian PERF account and an additional 13% of their base pay as a nonelective contribution into the 401(a) account. Paramedics do not have to contribute to the 457b in order to receive their nonelective contribution.

PERF pays benefits to employees upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the employee's death.

In many municipalities, the employee shares in this retirement cost; however, the City of Westfield has included the employee portion of this cost as an additional benefit to the eligible employees employed by the City. Therefore, there is **no payroll deduction** for this state retirement program. Employee contributions (made for the eligible employee by the City) are eligible to be refunded to the employee by PERF upon termination of employment if the employee so chooses and applies to PERF for a refund of these funds.

Full particulars regarding PERF are contained in a PERF Member Handbook available online at www.in.gov/inprs/perfmbforms.htm. Additional questions should be directed to the Clerk Treasurer's office.

8.03 Deferred Compensation (Supplemental Retirement Option)

457 Retirement Plan

The program is entirely voluntary and public employees (full and part-time) may contribute a portion of their salary **before federal taxes**, if they desire, to a retirement account. The purpose of this program is to help you build your own additional financial security through payroll deductions being contributed to an investment program.

8.00 RETIREMENT



The City's Director of Human Resources can explain the plan requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office. Contact our representative from One America to make an appointment with you to explain this program in more detail.

8.04 City of Westfield Matching Investment Plan (a 401(a) Plan)

This matching program is intended to supplement retirement investment initiatives by all full-time employees, except for employees who participate in the 1977 Fund, for employees that are in Civilian PERF and receive a nonelective contribution in this plan, or employees who have an employment contract that states otherwise. Part-time employees are not eligible for this matching program. The purpose of this matching program is to strongly encourage personal financial saving to secure employees' future retirement.

The City matches \$0.667 in a 401(a) account for each \$1.00 invested in the 457 Retirement Plan up to 6% of the employee's annual **base** salary. The City's up to 4% matching portion is invested in a 401(a) account and is subject to the vesting schedule below based on your years of service with the City. The City's Director of Human Resources is available to explain other eligibility requirements. Changes in payroll deductions should be directed to the Clerk Treasurer's office.

401(a) Account Vesting Schedule:

Year 1 Vesting	0%
Year 2 Vesting	0%
Year 3 Vesting	20%
Year 4 Vesting	40%
Year 5 Vesting	60%
Year 6 Vesting	80%
Year 7 Vesting	100%

See **example** below of how this program works. This example uses an employee with an annual **base** salary of \$25,000 and a 457 Retirement Plan Contribution of 6%.

Annual Base Salary	457 Retirement Plan 6% of Annual Base Salary	401(a) Retirement Plan City Match (\$.667 for each \$1.00 invested in your 457 Retirement Plan)
\$25,000	\$1,500	\$1,000

If you invest \$1,500 into the 457 Retirement Plan or Roth Plan, the City will match that contribution at the rate of \$.667 for each \$1.00 or \$1,000. If you contribute less than 6% into the 457 Retirement Plan or Roth plan, the City will match \$.667 for each \$1.00 you contribute. For example, if your contribution is \$800 then the City will contribute \$533 into your account under the 401(a) Retirement Plan.

8.00 RETIREMENT



8.05 City Nonelective Contribution to 401(a) Plan for Certain Police Officers

This policy applies to all police officers who elected to remain in the Civilian PERF Fund as described in Section 8.06 when they were allowed a choice on January 1, 2008. To supplement retirement for this category of police officers who are not participating in the 1977 Police and Firefighters Fund, the City contributes 13% of the police officer's base pay as a nonelective contribution into the 401a plan described above and 14.2% of the police officer's **gross** pay into the civilian PERF, subject to maximums imposed by federal law. Therefore, there is no payroll deduction for those officers participating in this retirement program. This contribution is made in July and January of each year.

8.06 1977 Police and Firefighters Fund

The 1977 Police and Firefighters Fund ('77 Fund) maintained by the State of Indiana is available to all professional firefighters of the City's Fire Department and to all professional police officers hired on or after January 1, 2008 who are 36 years of age or less on their dates of employment. The '77 Fund was also made available to those professional police officers who enrolled in the Fund effective as of January 1, 2008. Eligible employees are enrolled as of the first day of their employment with the City.

The '77 Fund is designed as an employer **and** employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or ~~1st Class Firefighter's~~^{Sr. Firefighter's} base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional ~~18.7.5%~~^{18.75%} of the 1st Class Patrolman or ~~1st Class Firefighter's~~^{Sr. Firefighter's} base salary plus 20 years of longevity pay into the '77 Fund.

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The '77 Fund pays benefits to police officers and firefighters upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the police officer's or firefighter's death.

In order to receive retirement benefits, members of the '77 Fund must have completed at least 20 years of creditable service and attained age 52 for an unreduced benefit or age 50 for a reduced early retirement benefit. If a member of the '77 Fund ends employment for any reason other than your death or disability before completing 20 years of creditable service, the member's employee contributions are eligible to be refunded to the member.

Additional information regarding the '77 Fund is available contained in the Police and Firefighters Member Handbook provided on-line at www.in.gov/inprs/policeandfirefighters.htm. Additional questions should be directed to the Clerk Treasurer's office.

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9.00 PERSONAL HEALTH AND WELFARE

9.01 On-The-Job Injury

Non-public safety employees who suffer an on-the-job injury will receive their normal rate of pay for up to five (5) days of their normally scheduled work period provided a physician certifies that the employee is unable to work. Public safety employees who suffer an on-the-job injury, and who are certified by a physician as being unable to work, will receive their normal rate of pay for up to three months (unless otherwise extended at the discretion of the City) until they begin receiving their disability payments from PERF. However, no employee may receive both their normal rate of pay and workers compensation or PERF disability benefits for the same time period. Therefore, if the employee is paid ~~their~~his/her normal rate of pay and subsequently receives workers comp or PERF benefits for the same time period, they must reimburse the City the amount the City paid. If Worker's Compensation pays the employee for these first days off, the employee will reimburse the City. This period shall not be charged against the employee's medical leave account. Employees who are injured or become ill on the job should report the injury or illness immediately to their supervisors.

1. The employee should, at the earliest convenient time, file a report of the incident with the supervisor. The report must include all relevant information about the incident.
2. The supervisor is responsible for ensuring the employee receives proper care as well as for ensuring completion of the incident report.
3. Worker's Compensation Insurance Forms must be completed by the involved employee or, if necessary, by the supervisor within twenty-four (24) hours of the injury. A person assigned by the supervisor will help the employee in the completion of the appropriate medical insurance and/or Worker's Compensation Forms. All of these forms should be routed to the City's Human Resources Department for processing.

9.02 On-The-Job Safety

The City of Westfield's employees over the years have given the City an enviable safety record. By following safety rules and instructions that have been developed based on working experience, you will help to continue to make our City a safe place to work. Your supervisor will give you any specific safety instructions based upon your specific work assignments. A serious violation of the safety rules or instructions given to you by your supervisor may result in disciplinary action, including dismissal.

The responsibility for this important part of your working life - your own safety and the safety of others - is shared by your supervisor and by you. In the last analysis, it is individual action that results in a safe or an unsafe environment.

All employees must report to their supervisor any working conditions that they believe to be potentially unsafe or harmful. Failure of the supervisor to address the situation or to convey the matter to the Chief of Staff could result in disciplinary action, including dismissal, of the supervisor.

9.00 PERSONAL HEALTH AND WELFARE

9.03 Tobacco Usage

All City owned or operated facilities, including but not limited to, buildings and surrounding grounds, vehicles owned, leased or operated by the City of Westfield, parks, trails, parking lots as well as any City sponsored event wherever located within the City limits, shall be subject to the provision of Ordinance No. 09-09; Prohibiting Smoking in Public Places. The purpose of this Ordinance is to protect the public health and welfare by prohibiting smoking in public places and places of employment and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

Smoking shall be prohibited in all public places within the City of Westfield, including any outdoor area within reasonable distance of a regulated area so as to insure tobacco smoke does not enter into designated smoke free areas. In no event shall a distance less than twenty (20) feet be deemed reasonable.

A tobacco premium differential for medical insurance will be assessed to employees and/or spouses that use tobacco products unless an approved tobacco cessation program is completed. Tobacco usage is defined as the use of any tobacco product or a non-FDA approved nicotine replacement product, including cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, e-cigarettes, and any other form of tobacco, (religious purposes excused). All employees will be required to complete an Affidavit of Tobacco Use on an annual basis. Tobacco usage falsification of information may violate ethic codes set forth by the City of Westfield and may be subject to disciplinary actions.

For further information, please see Ordinance No. 09-09 of the City of Westfield, Indiana and amendments as applicable.

9.04 Security

In an effort to provide an environment that is safe and secure for the employees of the City, as well as residents, a security system has been installed at all City building locations. This system will require the use of a City issued security number to enter during certain periods of the day and in certain areas. Other security codes will be assigned as appropriate. Please see your Department Head or designated representative to receive your individual code. External doors will be unlocked to exit the building in the event of an emergency during business hours.

Informatics will be responsible for issuing identification cards for new employees with the exception of the police and fire departments. Department Heads, or their designee, must notify Human Resources of any new hires, terminations or missing identification cards. If an employee loses their identification card, a new card will be issued at the employee's expense. Employees will not be responsible for the cost of replacing damaged or defective cards due to normal wear and tear. All visitors must utilize the main entrance to city buildings, sign in and receive a visitor's badge.

10.00 OPEN DOOR POLICY

10.01 Philosophy and Process

Satisfactory working relationships depend on communication and understanding among people. Good relationships are easier to achieve when people feel that their problems and opinions can be discussed in a direct, open manner.

An open atmosphere is desirable in all areas of the City. If you have a problem or situation concerning any aspect of your employment, you are encouraged to discuss the problem or situation clearly and openly with your supervisor. It is important to understand the value of working through the "chain of command" in working your issues through upper level supervisors. In most cases, such discussion will lead to a prompt resolution of the problem or situation.

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11.00 DISCIPLINE AND DISCHARGE

11.01 Philosophy

Since circumstances vary in each case involving possible disciplinary action, each situation is handled on an individual basis. Management will work with the employee in attempting to correct the situation. The Chief of Staff may be brought into the dialogue to work with Department Heads to ensure consistent application of disciplinary measures and to, where appropriate, ensure that progressive discipline was followed.

The nature of the disciplinary action taken will depend on the nature of the problem and the circumstances involved and will be consistent across all departmental lines.

11.02 Grounds for Disciplinary Action

Employees who engage in one or any combination of the following infractions may be subject to disciplinary action by their supervisor.

1. Poor job performance
2. Disobedience of orders
3. Conduct that disregards the public good
4. Repeated tardiness and/or unexcused absence
5. Inappropriate dress
6. Failure to abide by policy of working unauthorized overtime
7. Violation of Westfield Policy(ies)

The foregoing list of inappropriate conduct is illustrative and not exhaustive. Any employee who engages in inappropriate conduct shall be subject to disciplinary action, up to and including termination. Furthermore, employees have an affirmative duty to notify the city of any arrest or conviction.

11.03 Tardiness / Unexcused Absence

Tardiness for non-supervisory personnel is defined as late arrivals past the stated starting time for the work day and unexcused absence for all personnel shall be defined as failure to personally notify authorized management when said employee is unable to report for work. Two (2) late arrivals or two (2) unexcused absences in a 90-day period shall result in a written notice from the Department Head that will be placed in the personnel record. Two (2) written notices in any six (6)-month period may result in termination of employment.

An employee who fails to show up for work for three (3) days in a row and does not call in to report will be considered to have voluntarily resigned their position.

11.00 DISCIPLINE AND DISCHARGE



11.04 Extent of Authority

A Supervisor, Department Head, and/or Chief of Staff may discipline an employee who commits any of the above infractions and may impose any one or more of the following disciplinary actions, depending on the circumstances

1. Verbal Warning
2. Written Reprimands
3. Suspension from work with or without pay
4. Discharge

All disciplinary actions involving suspension, demotions or terminations must be reviewed and approved to ensure compliance with relevant policies, procedures and laws. All personnel actions must be documented in the official employee personnel file located in the Human Resources office.

11.05 Progressive Discipline

Misconduct or unsatisfactory performance by an employee will typically be handled through a progressive disciplinary system. A progressive system of discipline is designed to allow both the City of Westfield and its employees to address unacceptable work performance or misbehavior through communication and consistent action.

1. Verbal warnings are typically the first layer of discipline issued, but may not be the only means of discipline applied, depending upon the severity of the situation as determined by the Supervisor, Department Head, and/or Chief of Staff. Verbal warning will be in writing and forwarded to the Human Resources office to be filed in the official employee personnel file.

2. Should the offense continue past the occasion upon which the verbal warning was given, the result will then be a written reprimand. Written reprimands will be placed in the employee's official personnel file in the Human Resources office.

3. An additional offense, including but not limited to a repetition of the first offense or incident, within twelve (12) months of the first offense or incident, will result in a written warning and may result in a one (1) to three (3) day suspension with or without pay or a new defined disciplinary probationary period may be established.

4. A third offense or incident, including but not limited to the repetition of previous offense or incidents, within twelve (12) months of the second offense or incident, will result in immediate discharge.

11.00 DISCIPLINE AND DISCHARGE



5. If the twelve month disciplinary period lapses without the employee moving to the third offense or incident, the employee is deemed to have complied with the progressive discipline for that twelve month period and the progressive discipline starts over with a verbal warning upon the next offense or incident. Any restrictions or conditions put upon the employee by the supervisor during the twelve month disciplinary period should be revisited by the supervisor at the end of the twelve months. Only in egregious circumstances should the conditions be continued beyond the twelve month disciplinary period. The City reserves the right in its discretion to bypass any of the above steps and utilize a higher level of discipline, including immediate termination, for any given occurrence. The severity of discipline will depend upon the severity of the occurrence, as well as the employee's work history.

11.06 Offenses That May Result in Immediate Discharge

The offenses listed below are examples of conduct for which the employee **may** be discharged immediately. This listing is not intended to be all-inclusive but rather to be illustrative in nature.

1. Reporting to work under the influence of alcohol or other drugs not prescribed by a physician
 2. Drinking and/or possession of alcoholic beverages or using and/or possessing drugs not prescribed by a physician while on the job
 3. Fighting while on the job
 4. Threatening employees or other citizens while on the job
 5. Theft while on the job
 6. Theft from the City of Westfield, which shall include unauthorized use of City property or equipment
 7. Intentional or grossly negligent destruction or damaging of City property
 8. Representing oneself as a City of Westfield employee in order to aid in committing or attempting to commit a felony or misdemeanor
 9. Flagrant insubordination regarding supervisor's directions
 10. Possession of dangerous weapons in the workplace or in any City vehicle, except when an employee is specifically authorized to by the City.
 11. Immoral or indecent conduct or use of abusive language while on the job
 12. Falsification of City records or any records kept by the City of Westfield
 13. Any attempt to commit fraud through insurance, payroll, or other administrative documents
-

11.00 DISCIPLINE AND DISCHARGE



14. Conviction of a felony, domestic violence or child abuse
15. Unauthorized disclosure of any confidential City information
16. Refusal of drug testing without good reason
17. Violation of the City's Workplace Violence Policy
18. Violation of the City's discrimination or harassment policies
19. Engaging in or permitting unethical or illegal conduct
20. Failure to maintain a valid Indiana Driver's license

In addition, the Police Department and Fire Department periodically issue General Orders for their respective departments. As General Orders relate to public safety and employee conduct, they may also be grounds for disciplinary action, even though they may not be included in the above list. Not all General Orders are related to conduct but may also be grounds for disciplinary action or termination.

11.07 Workplace Violence Policy

The City of Westfield is concerned about increased violence in society, which has also filtered into many workplaces throughout the United States. As a result, the City has developed the following policy to prevent incidents of violence from occurring at the City.

1. The City prohibits any acts or threats of violence by any employee on or off City premises at any time. Any employee or former employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures will be subject to disciplinary action, up to and including termination.

2. The City prohibits any acts or threats of violence against any of its employees, or visitors at any time while they are on City premises or engaging in business with or on behalf of the City on or off of City premises. The City will take appropriate action when dealing with employees, former employees, and visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel in prosecuting violators of this policy to the maximum extent of the law.

3. Employees, former employees, and visitors (excluding Professional Police Officers) are strictly prohibited from bringing firearms or other weapons into the workplace or in any City vehicle.

4. Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the City, in its sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.

5. In furtherance of this policy, employees have a "duty to warn" their supervisors, Department Heads, security personnel, or Human Resources of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, and threatening or offensive comments or remarks.

11.00 DISCIPLINE AND DISCHARGE



Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The City will not condone any form of retaliation against any employee for making a report under this policy.

If you are a victim of threats or acts of workplace violence, witness or hear of threats or acts of workplace violence or if you believe such violence could soon occur, notify your supervisor, Department Head, Director of Human Resources or Deputy Mayor/Chief of Staff immediately. Making a report in good faith will not reflect negatively on any employee with respect to the terms and conditions of their employment. **In an emergency, employees should dial 9-1-1 immediately.**

Remainder of page left blank intentionally.



12.00 OTHER RULES AND REGULATIONS

12.01 Purpose

The purpose of these stated rules and regulations is to help to maintain a high level of conduct on the part of the employees of the City of Westfield. In no way do these directives try to dictate personal manners or lifestyles, but they do seek to promote the effective skills and services that characterize the City's employees. The rules and regulations are to be used as guidelines and should not be seen as applying only to the general ideas listed here; City employees should also incorporate their own view of positive work habits.

12.02 Performance on the Job

Every City employee shall devote ~~their~~^{his or her} full-time and attention to the task at hand while on the job. Supervisors must be able to oversee subordinates at all times and take immediate action if indifferent or improper behavior is seen.

12.03 Conduct in the Work Place

All employees should conduct themselves on the job in a manner appropriate to the workplace. The normal standards of courtesy and consideration for others should be observed in all contacts with City associates as well as with other people who may have business to transact with our City. In particular, all employees must be sensitive to the concerns and values of others.

12.04 Contracting Conflicts of Interest

The City may enter into a contract or renew a contract for the procurement of goods or services or a contract for public works with an individual who is a relative (spouse, parent, step-parent, child, step-child, sibling, half-sibling, step-sibling, aunt, uncle, niece, nephew, daughter-in-law or son-in-law) of an elected official (Mayor, member of the City-Council or Clerk-Treasurer); or a business entity that is wholly or partially owned by a relative of an elected official; only if the requirements below are satisfied and the elected official does not violate IC 35-44.1-1-4.

The City may enter into a contract or renew a contract with an individual or business entity described above if:

- (1) the elected official files with the City a full disclosure, which must:
 - a. be in writing;
 - b. describe the contract or purchase to be made by the City;
 - c. describe the relationship that the elected official has to the individual or business entity that contracts or purchases;
 - d. be affirmed under penalty of perjury;
 - e. be submitted to the City Council and be accepted by the City Council in a public meeting prior to final action on the contract or purchase; and
 - f. be filed, not later than 15 days after final action on the contract or purchase, with:
 - i. State Board of Accounts; and
 - ii. The Clerk of the Hamilton County Circuit Court
 - g. makes a certified statement that the contract amount or purchase price was the lowest amount or price bid or offered; or

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(2) the City satisfies any other requirements under IC 5-22 or IC 36-1-12.

An elected official must also comply with the disclosure provisions of IC 35-44.1-1-4, if applicable.

These provisions do not affect the initial term of a contract in existence at the time the term of office of the elected official of the unit begins.

12.05 Theft

Employees shall not take articles of any kind, regardless of value, from any work site, emergency scene, or property that is public or private with the intent of depriving the legal owner. Violation of this regulation will result in immediate discipline.

12.06 Bribery, Gifts, and Gratuities

Employees shall reject any attempt by an individual, group, or organization to bribe or compensate for services rendered while on the job. Any such attempts must be reported to the Chief of Staff and City Council. Employees are encouraged to maintain good relations with suppliers and others with whom the City conducts business. However, the practice of accepting gifts and/or gratuities may be contrary to the public interest. -Employees shall not accept unreasonable gifts or gratuities from agents, organizations, firms, or other individuals who may or who do conduct business with the City of Westfield.

12.07 Notice of Absence or Delay

Employees who realize that they will be unavoidably late or absent from work must notify their immediate supervisor at the earliest possible time, and as otherwise provided in this handbook. Persistent lateness or absenteeism will not be tolerated.

12.08 Uniforms

Employees required to wear uniforms shall keep, maintain, and wear the uniform as specified by their supervisor. After voluntary or involuntary separation from the employment of the City, the employee must return all uniforms.

12.09 Dress Code

As in any business or job, you are expected to report to work in a clean and neat manner at all times. We request that you dress appropriately for the job you are performing with safety in mind.

Uniformed employees will be expected to care for the uniforms and comply with procedures for uniform pick-up and cleaning.

Non-uniformed employees are expected to wear casual business attire that is suitable to represent the City in interactions with City residents, other employees and all visitors that seek our services. The City's objective in establishing a business casual dress code is to allow employees to work comfortably in the workplace yet still project a professional image. Business casual attire does not include the following and is not allowed: revealing shirts (tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans, halter-tops, or tops with



12.00 OTHER AND REGULATIONS

bare shoulders), short skirts (a skirt or a split in a skirt more than 2" above the top of the knee, including mini-skirts, "skorts", or skirts that ride halfway up the thigh), sun dresses, beach dresses or spaghetti-strap dresses, and flip flops. Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing



12.00 OTHER AND REGULATIONS



that reveals too much cleavage, back, stomach or underwear is not appropriate for a place of business, even in a business casual setting. Any need for clarification should be directed to Human Resources.

Certain days may be declared dress down days. On these days, jeans and other more casual clothing are allowed but must still fall within the above guidelines regarding length, a revealing nature and type.

The above dress code is the minimum standard that should be followed. Department Heads may exercise their right to elevate a dress code specific to their department.

12.10 Commitment to Quality

Employees will strive to obtain all skills and knowledge necessary to perform their jobs in an outstanding manner and effectively represent the City of Westfield in all interactions. Indifference, insubordination, and improper conduct will not be tolerated.

12.11 Political Involvement

An employee may not perform any election or political campaign related function during the assigned work hours. An employee also may not perform election or political campaign related functions or acts if the said employee is wearing their uniform of the City of Westfield. This does not pertain to the act of voting.

12.12 Personnel Information Changes

Employees who change their address, telephone number, marital or dependent status must report the new information to their supervisor and the City's Human Resources Department within five (5) calendar days of the change. It is important to provide this new information because it may affect your pay and receipt of other City communications.

Changes in your W-4 federal personal exemption form should be made on forms available in the City's Human Resources office. If your personal family situation changes you may want to change this form.

Changes in your selection of medical coverage, dental coverage, vision coverage, and beneficiaries for life insurance purposes should be communicated directly to the City's Human Resources Department.

12.13 Records Disclosure Policy

It shall be the responsibility of the Human Resources area to maintain and store the official employment records of current and former employees of the City of Westfield. Human Resources may disclose for verification of employment the following information that is subject to public disclosure either by a written request, in person, or via telephone:

1. Hire date of employee and/or termination date
2. Position title
3. Department for which ~~they are~~~~he/she is~~ or ~~werewas~~ employed



12.00 OTHER AND REGULATIONS



4. Length of employment

All requests for salary information must be presented in writing to the Clerk-Treasurer's office for completion.

Questions concerning the nature of certain records as to whether or not those records are to be classified as public information shall be reviewed on a per request basis. The final decision will be made at the discretion of the City and legal counsel.

12.14 Conflict of Interest

An employee who knowingly or intentionally has a monetary interest in or derives a profit from a contract or purchase connected with an action by the City has a conflict of interest subject to disclosure. An employee has a monetary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the employee or a dependent of the employee.

If an employee has a conflict of interest they shall immediately disclose ~~their~~^{his or her} conflict of interest on the prescribed form in the Clerk-Treasurer's office.

12.15 Business / Work Hours

The City Hall office hours are 8:00am to 4:30pm Monday through Friday. Employees in departments working outside of the City Hall (City Services, fire, and police) will have different work shifts and schedules that are determined by the department head of those departments. [A Hybrid Work Arrangement may be available for certain job positions. Contact Human Resources for more information regarding Hybrid Work Arrangements.](#)

12.16 Lunch Time

All employees receive a 1-hour lunch break. This **lunch period is unpaid** and will be scheduled by your immediate supervisor or determined within your work group based upon work activity. Employees are not authorized to perform any work during their lunch breaks unless they have received prior authorization from their supervisors. Police and fire personnel should specifically check with their department head to verify lunch arrangements that may be unique to their work groups.

12.17 Resignation

If an employee should decide to leave the City's employment it is desirable that as much advance notice as possible be given to the City. At least a 2 week notice is required for a termination in good standing. Even though the 2 week notice is suggested, the City may request the employee terminate immediately for internal reasons. Resignations should be documented in writing by the employee and forwarded to Human Resources to be filed in the official employee file.

An employee who resigns must return all City property, including uniforms, keys, and any other items or materials that are the property of the City and have been entrusted to the employee during their employment. Exit interviews will be required and must be scheduled with the City's Human Resources Department prior to the employee's last day of service to ensure that insurance enrollment and other important changes due to the employee's separation are made in a timely manner.



12.00 OTHER AND REGULATIONS



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12.18 Gambling

Gambling on City property is prohibited and shall result in investigation by management and the Chief of Staff and may, depending on the seriousness of the offense, result in immediate dismissal.

12.19 Ethics

All City personnel shall adhere to the highest of ethical standards. Any employee associated with the expenditure of public funds shall be held to the highest degree of public trust. No employee shall engage in or permit any illegal or improper purchasing practice. Further, any employee having knowledge of any questionable practices shall immediately report this knowledge to the Chief of Staff. Your report will be treated as confidential to the maximum extent possible and will be investigated promptly and thoroughly. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action, including possible termination of employment, and/or criminal prosecution.

The City requires that all employees adhere to the following principles and standards:

1. Give first consideration to the objectives and policies of the City
2. Strive to obtain the maximum value for each dollar of expenditure
3. Grant all competitive suppliers equal consideration insofar as state and federal statute
4. Demand honesty in sales representation whether verbal or written
5. Give prompt and courteous reception to all who have legitimate business with the City including suppliers and customers
6. Foster fair, ethical and legal practices

12.20 Technology Resources Policy

12.20.1 Summary

The City provides computing resources to its employees and affiliates. Computing resources are defined as any and all technological resources and services procured or maintained through City funds or City paid employees: work stations, desktops, laptops, file servers, hardware, software, televisions, cellular phones, internal and external communication networks (e.g. internet, bulletin boards, commercial online services, and electronic mail systems) which are accessed directly or indirectly using City-owned and operated resources. Cybersecurity training is required for all employees and must be completed within the employee's first week of work. The Informatics Department may update technology protocols at any time in order to abide by regulations and all employees must abide by those updated protocols.

12.20.2 Purpose and Scope

This policy sets forth the City's policy regarding the use, access, and disclosure of computing resources. This policy applies to all employees, contractors, consultants, temporaries, and affiliates.



12.00 OTHER AND REGULATIONS



Computing Resources are a privilege, not a right. Therefore, any and all City provided computing resource-related rights may be revoked for violations of unacceptable behavior including, but not limited to:

- unsolicited and unauthorized mass electronic mail (a.k.a. spam)
- offensive language
- obscene materials
- harassment or discrimination
- direct or indirect threats
- pornographic or gaming materials
- use of unauthorized device(s)
- infringement on others' privacy
- unauthorized access to other's electronic mail or other network resources
- interference with others' work
- copyright infringement
- any illegal activity; or
- other unauthorized use of electronic mail or network resources provided by the City

Please refer to the Policies and Procedures Manual sections 11.04 and 11.05 for disciplinary actions when this policy is violated.

12.20.3 Statement of Policy

A. Privacy, Confidentiality and Public Records Considerations

The City will make reasonable efforts to maintain the integrity and effective operation of its computing resources, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. The City can assure neither the privacy nor confidentiality of messages that may be created, transmitted, received, or stored.

In addition, Indiana law provides that communications of City personnel that are sent or received may be considered public records and are subject to public inspection. See Indiana Code 5-14-3-2.

Official City Issued E-mail Address

1. To ensure that all correspondence is delivered, all City employees will be assigned an official e-mail address. It is of the expectation that this address, and no other electronic mail address, will be used for all official City electronic mail correspondence. Any employee not utilizing their provided electronic mail address may not receive some or all communication.
2. Users should utilize proper e-mail etiquette including signing e-mail messages with the appropriate identification information, avoiding the use of ALL CAPS (often referred to as e-mail 'shouting'), and refraining from confrontational e-mail messages. Employees are prohibited from sending messages with inappropriate content, such as discriminatory, harassing or otherwise offensive materials. Employees are prohibited from sending e-mail correspondence destined to ALL EMPLOYEES unless previously approved by the Departments' direct Supervisor or Director.



12.00 OTHER AND REGULATIONS



B. Permissible Uses

1. Authorized Users
 - a. Users and other persons who have received special permissions under the appropriate City authority (Mayor, Deputy Mayor/Chief of Staff, Director, and/or Informatics) are authorized users of the City's computing resources.
2. Purpose of Use
 - a. The use of any City resources must be related to the identification of one's job responsibilities. Incidental and occasional personal use may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use for personal purposes is subject to the provisions of this policy.

C. Prohibited Uses

1. Prohibited Purposes
 - a. Personal use that creates a cost for the City.
 - b. Personal monetary gain or for commercial purposes that are not directly related to one's job responsibilities.
 - c. Using the work of others in violation of copyright laws
 - d. Capturing and viewing other's electronic records except as required in order for authorized employees to diagnose and correct technical issues or abide by legal records requests
 - e. Harassment or intimidation of others in any manner including:
 - i. Creation or distribution of any offensive or disruptive messages, offensive comments about race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, national origin, age, disability, genetic information, protected veteran status, pornography, religious or political beliefs and/or practices, or any category protected under federal, state, or local law.
 - f. Violation of Federal, State, or local laws, and regulations
 - g. "Spoofing," i.e., constructing an electronic message so it appears to be from someone else without prior proper authorization
 - h. Use of an encryption device to restrict or inhibit access
 - i. Attempting unauthorized access to City computing resources without prior proper authorization including: breaching of any security measures, intercepting electronic transmissions and transferring or storing electronic transmissions outside of approved methods of transfer and storage.

12.00 OTHER AND REGULATIONS



Any employee that receives prohibited messages has the responsibility to contact their department head and should not attempt to resolve the issue on their own, or forward any of the contents.

D. City Employee's Access and Disclosure

1. Users must keep their personal username(s) and password(s) confidential. All employees must use two (2) form authentication.
2. General Provisions
 - a. The City reserves the right to access and disclose the contents of all users' electronic records without consent if there is a legitimate business need. All communications sent or received utilizing any City owned resources may be made available for review.
 - b. Electronic records are subject to the provisions of Federal Statute I.C. § 5-14-3
3. Monitoring of Computing Resources
 - a. The City may exercise the right to monitor any and all computing resources to the extent permitted by law, without notice to or further consent by employees.
4. Inspection and Disclosure

The City will inspect and disclose the contents of computing resources when action is necessary in the following conditions:

- i. in the course of an investigation conducted by City officials; or
- ii. to protect health and safety; or
- iii. to prevent the interference of any of the City's missions, objectives, or goals; or
- iv. to acquire information for the completion of one's responsibilities (only in the condition where they has the authority to authorize such action) and that is not more readily available by some other means

Electronic records must be available for inspection and copying by the public agency unless an exception to disclosure, based on the content of the message, applies.

Exemptions to disclosure are set forth in I.C. § 5-14-3-4 Sections 4(a) and 4(b).

5. Special Procedures to Approve Access to, Disclosure of, or Use of Computing Resources
 - a. Any individual seeking to obtain, use, or disclose information who does not have prior consent of the user and/or who does not directly supervise the user, must first obtain written permission from the user's department director. Only after the appropriate written permissions will Informatics grant access to the appropriate folders and/or files associated with the request.



12.00 OTHER AND REGULATIONS



E. Retention and Archiving of Electronic Mail

Electronic mail messages using City-owned equipment or software may be public record and subject to inspection and discovery. All electronic mail will be destroyed on or after its first (1st) anniversary unless stored within the Informatics' provided folder within each user's Outlook application, or as otherwise required by law.

Note, mail messages that have been previously segregated and/or stored as evidence (functions, policies, decisions, procedures, operations, or other activities of the City) or because of the value of official City Data, then such messages must be retained, archived, and destroyed in compliance with the *Cities and Towns Above 5,000 Population General Retention Schedule (CTGRS) Indiana Commission On Public Records – County Records Management*. Printing or storage of messages must comply with records management codes enforced by the State, Local, County, or Federal Governmental Agencies. It is the responsibility of each Department to know their respective records retention laws set forth by the CTGRS and abide by such policies.

All archiving activities or saving of e-mail messages outside of Outlook, Outlook Web Access, or a City provided e-mail enabled telephone device may be destroyed upon recognition.

The City reserves the right to place an official litigation hold or otherwise maintain electronic mail records beyond the 1st anniversary if such records are officially or perceived to be associated with an active investigation. Such requests for records may only originate from City Administration or from any official legal entity as defined by Federal, State, or local statute.

F. Disciplinary Action

Disciplinary action will be taken against individuals found to have engaged in prohibited use of the City's electronic mail or other network. The City reserves the right to skip sections of disciplinary action pending the severity of the offensive usage up to and including a direct referral to City judicial authorities or law enforcement officers.

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Appendix I

CITY OF WESTFIELD, INDIANA PERFORMANCE MANAGEMENT GUIDELINES FOR FULL-TIME CIVILIAN EMPLOYEES

INTRODUCTION

1. Purpose and Scope

The Performance Management Guidelines set forth the policies and procedures necessary to establish and administer the City of Westfield performance management process for full-time civilian employees. This document *does not* apply to sworn police officers or firefighters, or to part-time, seasonal and temporary employees.

2. Goals

The City's ability to provide quality services to residents and visitors is closely tied to the performance of its employees. To measure and manage performance in order to assist in achieving optimal outcomes, the City implemented a written performance management system in 2015.

The goals of performance management under this system are to:

- Create an ongoing dialogue between supervisors and employees regarding the City's expectations and the employee's progress in meeting those expectations;
- Document performance based on assigned job duties and established performance goals;
- Create a consistent and permanent record of an employee's performance;
- Identify opportunities for continuing training and education to enhance the skills required by the employee's position, or necessary for advancement;
- Establish measurable performance goals for the upcoming year;
- Identify obstacles that prevent the employee from performing at optimum levels;
- Develop plans to improve performance that does not meet expectations;
- Enable management to make informed decisions regarding an employee's job assignments and/or continued employment with the City; and
- Establish eligibility for annual salary increases.

3. Roles and Responsibilities

The Human Resources Department will oversee the performance management process, develop or amend policies and procedures as needed, ensure supervisors are properly trained to evaluate employees and establish annual deadlines.

The Department of Human Resources will collect and maintain all performance evaluations and analyze data on a supervisory, department and City-wide level.

Department Directors will ensure performance evaluation are completed in a timely manner for their departments. All performance evaluations must be reviewed and signed by the Department Director before being submitted to Human Resources.

Supervisors with direct and/or indirect oversight will evaluate subordinate employees. **This is the most critical element of the process.** In order to protect the integrity of the entire process, supervisors are required to be trained in the performance management process. Their work will be reviewed by the Department Director and by the Director of Human Resources.

Employees will be required to complete a self-assessment form and to engage with their supervisor during the performance evaluation interview. Employees are not asked or expected to evaluate their supervisors, although relevant comments made in the course of the performance management process may be used in their supervisor's own performance evaluation.

THE MANAGEMENT PROCESS

4. Performance Management Schedule

The performance management process has two components to be completed annually: an employee self-assessment and a supervisor evaluation. A Performance Improvement Plan will also be required in some cases. The 2023~~32~~ schedule is outlined below.

- a) Supervisor provides employee with self-assessment form no earlier than September ~~4³~~, 2023~~32~~, and no later than October ~~20¹⁸~~, 2023~~32~~, and sets date and time for performance evaluation meeting (employee must have at least five (5) calendar days to complete self-assessment form).
- b) Employee completes self-assessment form and returns to supervisor no less than two (2) calendar days before performance evaluation interview.
- c) Supervisor completes written performance evaluation form, excluding achievements and goals.
- d) Supervisor(s) meets individually with employee to review employee's self-assessment and to discuss supervisor's performance evaluation, no later than October ~~27⁵~~, 2023~~32~~. Achievements and goals are discussed and added at this meeting. Employee signs completed form and receives copy.
- e) Performance evaluation form is submitted to Department Director for review and signature. Original signed form and employee self-assessment are sent to Human Resources no later than ~~November 3⁰~~October ~~31~~, 2023~~32~~. Department keeps a copy.
- f) Employee has ten (10) calendar days following the performance evaluation interview to append no more than one (1) page of written comments to the evaluation, with original to Human Resources and copy to Department Director.

- g) Second evaluation interview and Performance Improvement Plan, when required, are completed and submitted to Department Director for review and signature no later than ~~December 1~~^{November 27}, 2023~~2~~. Original is retained by department with a copy to employee and Human Resources.
- h) Three-month re-evaluation based on Performance Improvement Plan is completed and submitted to Department Director for review and signature no later than ~~March 1~~^{February 28}, 2024~~3~~. Original signed form is sent to Human Resources no later than March ~~8~~⁷, 2024~~3~~. Department and employee each get a copy.

5. Employee Self-Assessment

Employees are expected to honestly assess their strengths and weaknesses and to develop work-related goals for the following year. Employees may also identify desired training and/or career development to help enhance skills for their positions or to prepare them for advancement. Training opportunities are provided at the sole discretion of the department.

6. Supervisor's Performance Evaluation

The performance evaluation consists of the following sections:

- Personal/Work Attributes
- Areas for Development
- Achievements and Goals (to be completed jointly by supervisor and employee)
- Other Comments (supervisor and/or employee)
- Acknowledgements (supervisor, employee and director)

Supervisors will evaluate their subordinate employees' work performance for the entire 12-month period preceding the interview. Since the initial performance evaluation will take place in 2023~~2~~, supervisors may go back further than 12 months to establish a pattern of behavior.

The performance evaluation will be based on a standard set of expectations. Although job responsibilities vary from position to position, success in any position depends on a common set of attributes which includes adhering to the City's Goals of Employee Engagement, Enhanced Infrastructure, Safe City, Fiscal Responsibility and Excellence in Customer Relations.

7. Performance Ratings

The evaluation structure for personal/work attributes utilizes a 4-tier rating system:

- Meets Expectations
- Exceeds Expectations
- Needs Improvement
- Unacceptable

"Meets Expectations" is a positive rating. This indicates the employee is meeting all job requirements in the area being evaluated, performs consistently and dependably in this regard, and achieves fully satisfactory results. It is expected that most employees will be given this rating level.

To receive an "Exceeds Expectations" rating, the employee must significantly and consistently perform at levels above expectations. An employee in this category will regularly exceed job requirements in the area being evaluated—not just once in a while—and achieve correspondingly superior results. This rating will be given sparingly.

For underperforming employees, two ratings are available. "Needs Improvement" is for the employee whose performance is somewhat deficient in the area being evaluated. This employee needs to make some improvements to meet minimum job requirements. An employee who receives three (3) or more "Needs Improvement" ratings will be required to develop a Performance Improvement Plan with ~~their~~his supervisor and will be re-evaluated within 3 months.

The "Unacceptable" rating will be used for an employee whose performance is unsatisfactory in the area being evaluated, and from whom substantial and immediate improvement is necessary. An employee receiving one (1) or more "Unacceptable" ratings will be required to develop a Performance Improvement Plan with ~~their~~his supervisor and will be re-evaluated within 3 months.

Every rating on the performance evaluation except "Meets Expectations" must be supported with a concise but descriptive narrative. Performance ratings should be based primarily on the supervisor's direct observation or knowledge of the employee's work, although they may also incorporate verifiable comments from other members of the evaluation team, coworkers or customers when available and/or appropriate.

8. Evaluation Interview

Upon completion of the written performance evaluation (and any management approvals required by the department), the supervisor will meet with the employee to review and discuss the employee's self-assessment and the supervisor's written performance evaluation. This meeting serves as an opportunity for a candid discussion between the supervisor and the employee, with a focus on how the employee can achieve maximum productivity.

Two (2) copies of the written performance evaluation should be brought to the evaluation meeting: one to be forwarded to Human Resources for the employee's personnel file and one to be given to the employee for ~~their~~his personal records. Both copies should be signed by the employee and the supervisor performing the evaluation. The City's copy should also be signed by the Department Director before being sent to Human Resources.

9. Employee Comments and Acknowledgement

The employee will initial the bottom of each page of the performance evaluation to indicate the supervisor has discussed it with him. The employee will also be given the opportunity to

respond in writing to ~~their~~his performance evaluation. Brief comments may be added at the time of the performance evaluation interview. Additional feedback, not to exceed one (1) typewritten or handwritten page, may be submitted within ten (10) days after the interview. These comments will be filed with the original performance evaluation form. After 10 days, no further comments will be accepted.

The employee will be expected to sign the performance evaluation, whether or not they agree with the supervisor's evaluation. The employee's signature is merely an acknowledgement that the employee had an opportunity to provide input prior to the performance evaluation interview, discuss the performance evaluation with their supervisor and provide verbal and written feedback regarding the content of the performance evaluation. An employee's refusal to sign the performance evaluation form may lead to disciplinary action.

BEYOND THE PERFORMANCE EVALUATION

10. Follow-Up

Any employee who receives one or more "Unacceptable" ratings or three or more "Needs Improvement" ratings must meet again with ~~their~~his supervisor to develop a Performance Improvement Plan. The Performance Improvement Plan will outline the performance deficiencies, expectations and steps required for improvement.

Another performance evaluation meeting will be scheduled three (3) months out. If the employee has not made adequate progress, further action will be determined on a case-by-case basis. At minimum, the employee will be scheduled for another 3-month evaluation. For the most serious shortcomings (e.g., the employee has shown little or no improvement, the shortcomings are seriously disruptive to the operations of the department, the employee is resistant to changing ~~their~~his behavior), employment may be terminated.

In addition to the Performance Improvement Plan, the evaluation team may elect to pursue other disciplinary or remediation procedures.

Although performance evaluations will not be specifically tied to the level of pay increases, underperforming employees, as measured by the performance evaluation process, may be denied a cost-of-living adjustment (COLA).

11. Ongoing Feedback

The performance evaluation is a valuable mechanism to give an employee feedback on ~~their~~his work performance, but it should not be the only source of communication used by a supervisor. Supervisors should provide their employees open and honest feedback on a continual basis, and be receptive to comments from the employee. It is important to address issues in the appropriate manner when they occur as opposed to waiting for a scheduled performance evaluation and presenting a laundry list of issues. If the lines of communication are truly open between a supervisor and employee, there will be no real surprises at the time of the performance evaluation.

Appendix II



Appendix III

City of Westfield, Indiana 2023~~2~~ Employee Self-Assessment

Employee Name _____ Department: _____

You are scheduled for a performance evaluation interview with your supervisor (and/or another member of your department's management team) on or about _____.

In preparation for your interview, please respond to the following questions to the best of your ability. Return the completed form to your supervisor no later than _____. **Attach additional pages if you need more space to respond to any question below.**

1. From the following list, please consider the personal attributes you bring to the job. Put an "S" beside the three (3) attributes you consider your greatest strengths. Put a "W" beside the three (3) attributes you think you are weakest. A description of these attributes is attached for your reference. Do not consider the "Leadership" attribute unless you are a supervisor.

Job Knowledge	Problem Solving	Accountability
Productivity	Adaptability	Time Management
Quality of Work	Attitude	Training/Development
Teamwork	Attendance	Analytical Thinking
Communication	Compliance	Decision Making
Customer Service	Leadership	Fiscal Management
Initiative	Professionalism	Innovation

2. Do you feel that you are currently in the position that best suits your skills and talents?
3. What do you consider your major job accomplishments over the past year?
4. What would you like to achieve in your job over the next year?
5. Do you have the resources (equipment, time, training, instruction, teamwork, etc.) you need to do your job? If not, please describe the additional resources you need.
6. Do you think your job could be modified in any way to make you more efficient or effective?
7. Where do you want to be next year? 5 years from now? Other?

Employee Signature

Date

Description of Attributes

Your supervisor will be rating you on each of these attributes, selecting from the following categories:
Meets Expectations, Exceeds Expectations, Needs Improvement, Unacceptable

JOB KNOWLEDGE	You understand job requirements and seek to obtain knowledge, skills and abilities. You know when your skills are adequate for a task and when to ask for help.
PRODUCTIVITY	You make good use of time and produce results consistent with your efforts. You are able to prioritize tasks, respond to requests in a timely manner and meet deadlines.
QUALITY OF WORK	Your work is accurate, thorough and neat, and meets department and governmental standards. You set high standards for yourself and act quickly to identify and correct errors.
TEAMWORK	You cooperate and work well with others to complete projects and achieve goals. You maintain positive relationships with coworkers and respect their contributions to team efforts.
COMMUNICATION	You communicate well with others, both verbally and in writing, as needed. You are a good listener, able to ask questions and/or provide explanations to ensure understanding.
CUSTOMER SERVICE	You provide superior service to internal and external customers. You represent the City and/or your department in a courteous, positive and professional manner.
INITIATIVE	You are self-motivated to remain active without constant oversight. You can be relied upon to follow through with a plan of action in order to complete tasks and meet goals.
PROBLEM SOLVING	You recognize problems that arise in the course of your work activities and develop effective solutions. You apply logic and innovation to workplace situations.
ADAPTABILITY	You respond to shifting requirements, goals and priorities without undue stress or disruption. You can work effectively in a variety of environments and with a variety of people.
ATTITUDE	You display a willingness to do whatever needs to be done on job assignments. You take personal pride in your performance and make a positive contribution to workplace morale.
ATTENDANCE	You report to work as scheduled, with minimal tardiness and unplanned absences. You are fully attentive while at work and seek to avoid unnecessary distractions.
COMPLIANCE	You comply with City policies and procedures, and with written and oral instructions from your supervisors. You show respect for management and department decisions.
LEADERSHIP	You identify and assume all responsibilities associated with supervision. You effectively mentor and motivate subordinates to achieve maximum morale and productivity.

Appendix IV

CITY OF WESTFIELD, INDIANA 202³²
PERFORMANCE EVALUATION



Employee Name: _____

Department: _____

Job Title: _____

Date: _____

Please check one: Regular Annual Evaluation ☐ Other ☐ _____

Supervisor(s) conducting performance evaluation interview: _____

Attach additional pages if more space is needed for any portion of this performance evaluation.

PERSONAL/WORK ATTRIBUTES

JOB KNOWLEDGE	<i>Expectations: Employee understands practical/technical job requirements and seeks to acquire and update relevant knowledge, skills and abilities. Employee knows when skills are adequate for tasks and when to ask for assistance.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
PRODUCTIVITY	<i>Expectations: Employee makes good use of time and produces results consistent with individual and/or group efforts. Employee prioritizes assignments, responds to requests in a timely manner and meets deadlines.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
QUALITY OF WORK	<i>Expectations: Employee's work is accurate, thorough and neat, and consistently meets department standards and/or government requirements. Employee sets high personal standards and acts quickly to identify and correct errors.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
TEAMWORK	<i>Expectations: Employee works cooperatively with others to complete projects and achieve goals. Employee fosters positive relationships with colleagues and demonstrates respect for their contributions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
COMMUNICATION	<i>Expectations: Employee communicates effectively with others, verbally and/or in writing as necessary, to complete assigned tasks. Employee listens carefully and provides explanations or asks questions when necessary to ensure understanding.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			

PERSONAL/WORK ATTRIBUTES (continued)

CUSTOMER SERVICE	<i>Expectations: Employee is attentive to the needs of internal and external customers and seeks to provide superior service. Employee represents the City and/or Department in a courteous, positive and professional manner.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
INITIATIVE	<i>Expectations: Employee is self-motivated to remain active and productive without constant oversight. Employee is able to follow through with a plan of action to complete tasks or reach goals.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
PROBLEM SOLVING	<i>Expectations: Employee recognizes problems that arise in the course of performing work activities and develops effective solutions. Employee applies logic and innovation to work situations.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
ADAPTABILITY	<i>Expectations: Employee is an agent for positive change, responding to shifting requirements, goals and priorities without undue stress or disruption. Employee works effectively in a variety of environments and with a variety of people.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
ATTITUDE	<i>Expectations: Employee approaches people and job assignments with respect and a willingness to do whatever needs to be done. Employee takes personal pride in a job well done and makes a positive contribution to workplace morale.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			

PERSONAL/WORK ATTRIBUTES (continued)

ATTENDANCE	<i>Expectations: Employee reports to work as scheduled and minimizes tardiness and unplanned time off. Employee is fully attentive when on the job, and seeks to avoid unnecessary distractions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
COMPLIANCE	<i>Expectations: Employee complies with City policies and procedures and with written and oral instructions provided by supervisory staff. Employee shows respect for management and department decisions.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
LEADERSHIP (supervisors only)	<i>Expectations: Employee identifies with and assumes the tasks and responsibilities associated with supervision. Employee is effective at mentoring and motivating subordinates to achieve maximum morale and productivity.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			

CITY GOALS

EMPLOYEE ENGAGEMENT	<i>Expectations: Employee takes an active role City activities or in assisting in the development and planning of our processes.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
ENHANCED INFRASTRUCTURE	<i>Expectations: Employee actively pursues the preservation of our City infrastructure and looks for ways to improve items or processes that will assist in the long term preservation of City infrastructure.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
SAFE CITY	<i>Expectations: Employee is aware of City safety protocols and helps to promote a safe live, work and play environment.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
FISCAL RESPONSIBILITY	<i>Expectations: Employee recognizes opportunities of waste and does all within their^{his/her} power to provide solutions that stimulate and foster a culture of fiscal responsibility.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			
EXCELLENCE IN CUSTOMER RELATIONS	<i>Expectations: Employee is aware of the need for maintaining good relations with residents, visitors, business owners and others. Employee promotes the City of Westfield.</i>		
Meets Expectations ☐	Exceeds Expectations ☐	Needs Improvement ☐	Unacceptable ☐
Comments (required for anything other than Meets Expectations):			



AREAS FOR DEVELOPMENT

Specific areas for improvement:

Recommendations for training or professional development:

ACHIEVEMENTS AND GOALS

Notable achievements in past 12 months:

List two goals for next 12 months (goals should be specific, measurable and achievable):

OTHER COMMENTS

<i>Additional supervisor comments (optional):</i>
<i>Employee feedback (optional):</i>

ACKNOWLEDGEMENTS

Supervisor Acknowledgement: I attest that I have discussed the contents of this performance evaluation with the employee, and addressed the employee's strengths, weaknesses, achievements and goals.

Next evaluation recommended: Annual ☐ Three Months for Performance Improvement Plan ☐

Supervisor Signature

Date

Employee Acknowledgement:

I attest that I have had an opportunity to:

- 1) Provide input regarding my performance prior to my performance evaluation, a copy of which is attached;
- 2) Discuss the contents of this performance evaluation with an immediate supervisor and/or member of my department's management staff; and
- 3) Provide verbal and written feedback regarding the content of the performance evaluation. (Employee may attach additional written response within 10 calendar days after the evaluation interview, not to exceed 1 page in length, which will be filed with the performance evaluation form.)

Signature does not necessarily indicate agreement with the contents of the performance evaluation, but acknowledges receipt of the performance evaluation.

Employee Signature

Date

Management Acknowledgement:

I attest that I have reviewed and approved this performance evaluation and all attachments thereto.

Department Director Signature

Date

Director of Human Resources Signature

Appendix V

Annual Manager Feedback Form (COMPLETE IN PHASE II)

To be completed by employees: Please mark the answer that most closely reflects your response, and enter comments to provide more understanding:

- a. I receive frequent, on-going, timely feedback about my performance:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- b. I have the necessary tools and resources to perform my job :

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- c. I have the necessary information to perform my job accurately:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- d. I am given opportunities to grow and learn new skills:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- e. I understand how what I do on a daily basis contributes toward the goals and objectives of my department and the City/Town:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

- f. Conflicts and differences of opinion are resolved respectfully in our department:

Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐

Provide comments to clarify your answer:

Employee Signature: _____ Department: _____

Manager/Supervisor Signature: _____ Date: _____

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT

READ CAREFULLY

I acknowledge and agree that:

1. I have received a copy or have access to an electronic version of the City of Westfield's Personnel Policies, Procedures, and Benefits Manual ("the Manual").
2. I will familiarize myself with the provisions of the Manual and read its provisions carefully.
3. Unless otherwise provided for in a collective bargaining agreement, a written employment contract signed by me and the Chief of Staff or Mayor of the City, or by law, I understand that my employment relationship with the City is terminable at will by either party without notice or cause, notwithstanding any other oral or written statements by either party prior to, at, or following the date of employment.

Employee Signature

Employee Name (Printed)

Date of Signature

End of 2023 City of Westfield Personnel Policies, Procedures and Benefits Manual.

2023 Summary of Policy Changes

2.05 Responsibility for Recruitment

Recruitment of candidates for specific departmental openings will be the responsibility of the Department Head of that function. All posting decisions will be made jointly by the Department Head and the Human Resources Department. Responsibility for the recruitment hiring of department heads and the Chief of Staff is the sole responsibility of the Mayor.

3.06 University & Technical Schools Educational Programs, Tuition and Educational Assistance

The City recognizes that the knowledge and skills of its employees are critical to the success of the organization. The tuition and educational assistance program encourages formal education courses, professional licensing, and certifications from reputable or accredited institutions, so employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable City jobs. While tuition and educational assistance is expected to enhance an employee's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Eligibility and Terms

The Department Head may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an employee in preparation for future responsibilities with the City. The employee is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Department Head prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the employee's personnel file.

The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the employee must provide their supervisor, Human Resources, and the Clerk's office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the employee must provide their supervisor and Human Resources with proof of completion. If the employee fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the employee will be responsible for repaying the City the cost of the course, license or certification.

Any employee who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an employee who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an employee's employment terminates for any reason before the employee completes an approved course, license, or certification for which the City paid, the employee shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the employee is unable to work for health reasons or if the City terminates employment for reasons unrelated to performance.

An employee shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

<u>Years of employment after successful completion of course or certification:</u>	<u>Percentage of tuition and educational reimbursement to be repaid:</u>
<u>Less than 1 year</u>	<u>100 percent</u>
<u>1 year, but less than 2 years</u>	<u>50 percent</u>
<u>2 years or more</u>	<u>0 percent</u>

3.06

~~The Department Head may consider for approval, on a case by case basis, requests for tuition assistance for specific university or technical school classes and preparatory courses that are directly work related. The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The employee will use a Purchase Card (if vendor accepts) to pay for course(s). Upon completion of the course the employee must provide their supervisor and the Clerk's office with proof of earning a minimum grade of C. The employee will be responsible for the costs if the minimum grade is not earned or the employee withdraws from the class.~~

4.09 Vacation Overview

ADMINISTRATION AND PUBLIC WORKS PERSONNEL VACATION POLICY

Vacation Carryover. An employee may carry over five days of earned and unused vacation at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless otherwise approved by the Chief of Staff or Mayor. If additional vacation carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused vacation days at the end of a calendar year will be lost and not paid out; ~~unless otherwise approved by the Chief of Staff or Mayor.~~ In other words, no payments will be made in lieu of taking vacation, except, as described below, for payment of vacation days at the time of termination.

4.13 Fixed & Floating Holidays

A fixed holiday schedule will be approved by the Board of Public Works and Safety of Westfield each year and communicated to the employees once approved. These fixed holidays will be observed and paid for all full-time and probationary employees as further defined below:

202~~32~~ Holiday Schedule for Civilian Employees

New Year's Day Celebrated	Monday	January 23 , 202 32
Martin Luther King Jr. Day	Monday	January 16 ⁷ , 202 32
Presidents' Day	Monday	February 20 ¹ , 202 32
Memorial Day	Monday	May 29 ³⁰ , 202 32
Independence Day	Tuesday Monday	July 4, 202 32
Labor Day	Monday	September 4 ⁵ , 202 32
Thanksgiving Day	Thursday	November 23 ⁴ , 202 32
Day after Thanksgiving	Friday	November 24 ⁵ , 202 32
Christmas Eve Holiday, (Observed)	Friday	December 22 ³ , 202 32
Christmas Holiday, (Observed)	Monday	December 25 ⁶ , 202 32
New Year's Eve	Friday	December 29 ³⁰ , 202 32
Two Floating Holidays		

7.01 Medical Leave (Sick Leave)

Sick leave (provided after completion of 90 days of employment) is defined as absence from work with pay by any full-time regular employee as a result of any physical injury or illness, psychological condition or disability that incapacitates the **employee** to a degree that performance of the employee's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an employee is unable to work because the employee is quarantined. However, sick leave shall not be considered a benefit of employment with the City and upon separation from employment for any reason, voluntary or involuntary; the City shall not pay such employee for any unused and/or accumulated sick leave. Pay for sick time will be based upon your normally scheduled workday (7 ½, 8, 12, or 24 hours) and can be taken in half-hour increments.

Employees (other than firefighters) will be permitted to substitute available paid time (e.g. vacation, compensatory time, personal time, or floating holidays) for sick days.

8.06 1977 Police and Firefighters Fund

The 1977 Police and Firefighters Fund ('77 Fund) maintained by the State of Indiana is available to all professional firefighters of the City's Fire Department and to all professional police officers hired on or after January 1, 2008 who are 36 years of age or less on their dates of employment. The '77 Fund was also made available to those professional police officers who enrolled in the Fund effective as of January 1, 2008. Eligible employees are enrolled as of the first day of their employment with the City.

The '77 Fund is designed as an employer **and** employee contributory plan. Each of the eligible participants has a payroll deduction of 6% of a 1st Class Patrolman or 1st Class Firefighter's~~Sr. Firefighter's~~ base salary plus 20 years of longevity pay placed into the '77 Fund. The City of Westfield contributes an additional 18.75%~~18.75%~~ of the 1st Class Patrolman or 1st Class Firefighter's~~Sr. Firefighter's~~ base salary plus 20 years of longevity pay into the '77 Fund.

The '77 Fund pays benefits to police officers and firefighters upon retirement or in certain cases, their serious illness or injury, or to their survivor upon the police officer's or firefighter's death.

In order to receive retirement benefits, members of the '77 Fund must have completed at least 20 years of creditable service and attained age 52 for an unreduced benefit or age 50 for a reduced early retirement benefit. If a member of the '77 Fund ends employment for any reason other than your death or disability before completing 20 years of creditable service, the member's employee contributions are eligible to be refunded to the member.

Additional information regarding the '77 Fund is available contained in the Police and Firefighters Member Handbook provided on-line at www.in.gov/inprs/policeandfirefighters.htm. Additional questions should be directed to the Clerk Treasurer's office.

12.06 Bribery, Gifts, and Gratuities

Employees shall reject any attempt by an individual, group, or organization to bribe or compensate for services rendered while on the job. Any such attempts must be reported to the Chief of Staff and City Council. Employees are encouraged to maintain good relations with suppliers and others with whom the City conducts business. However, the practice of accepting gifts and/or gratuities may be contrary to the public interest. -Employees shall not accept unreasonable gifts or gratuities from agents, organizations, firms, or other individuals who may or who do conduct business with the City of Westfield.

12.15 Business / Work Hours

The City Hall office hours are 8:00am to 4:30pm Monday through Friday. Employees in departments working outside of the City Hall (City Services, fire, and police) will have different work shifts and schedules that are determined by the department head of those departments. A Hybrid Work Arrangement may be available for certain job positions. Contact Human Resources for more information regarding Hybrid Work Arrangements.

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2022, by and between the City of Westfield, Indiana, (“**City**”), a duly formed Indiana municipal corporation, and Westtec Land Acquisitions, LLC (“**Developer**”) (collectively, the “**Parties**”). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure within certain real estate owned by Developer, more particularly identified in Exhibit A (the “**Real Estate**”), attached hereto and incorporated herein; and

WHEREAS, as part of the development of the Real Estate, road impact fees will be required to be paid to the City by the Developer, or Developer’s successor(s) in interest to the Real Estate, in accordance with City Ordinance 17-43; and

WHEREAS, the City has completed construction of the Westfield Boulevard Extension on the Real Estate; and

WHEREAS, Developer has agreed to donate the portion of the Real Estate on which the Westfield Boulevard Extension is located (the “**Extension Property**”) to the City in exchange for certain road impact fee credits or reimbursements associated with the development of the Real Estate; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, which are incorporated herein as if restated, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now stipulate and agree as follows:

1. Developer shall donate the Extension Property identified in Exhibit B, to City.
2. Developer shall receive road impact fee credits or reimbursements in in the amount of \$179,500 from City (the “**RIF Credit**”).
3. The parties acknowledge and agree that the RIF Credit shall be accounted for in one of the following ways, at the Developer’s sole discretion:

For any building permits issued to the Developer for the improvements on the Real Estate, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits which will be credited from the RIF Credit until such time as the RIF Credit is completely accounted.

For any building permits issued to a party other than the Developer for construction on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit and those funds shall be reimbursed to the Developer within forty-five (45) days of receipt. Such reimbursements shall continue until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates, nor do the Parties intend to benefit a third-party beneficiary through this Agreement.

4. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Jonathan Nail
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft
Attn: Blake J. Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

If to Developer:

James P. Fohl
Westtec Land Acquisitions, LLC
P.O. Box 36399
Indianapolis, IN 46236

With a copy to:

Matthew S. Skelton
Church Church Hittle + Antrim
Two North Ninth Street
Noblesville IN 46060

5. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions shall remain in full force and effect.

6. Under Ind. Code § 22-5-1.7-11, by entering into the Agreement with the City, Developer is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Developer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Developer hereby states that it does not knowingly employ an unauthorized alien. Developer further affirms that, prior to entering into the Agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

7. Developer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

9. The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City, and shall reasonably cooperate with the City in effectuating that recording.

10. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana, or the Federal District Court for the Southern District of Indiana. In the event a dispute arises or litigation is undertaken related to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees for efforts undertaken to enforce this Agreement.

11. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

12. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

13. Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

On _____, 2022 the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Westtec Land Acquisitions, LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Jonathan Nail, Director

Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit A
“Real Estate”

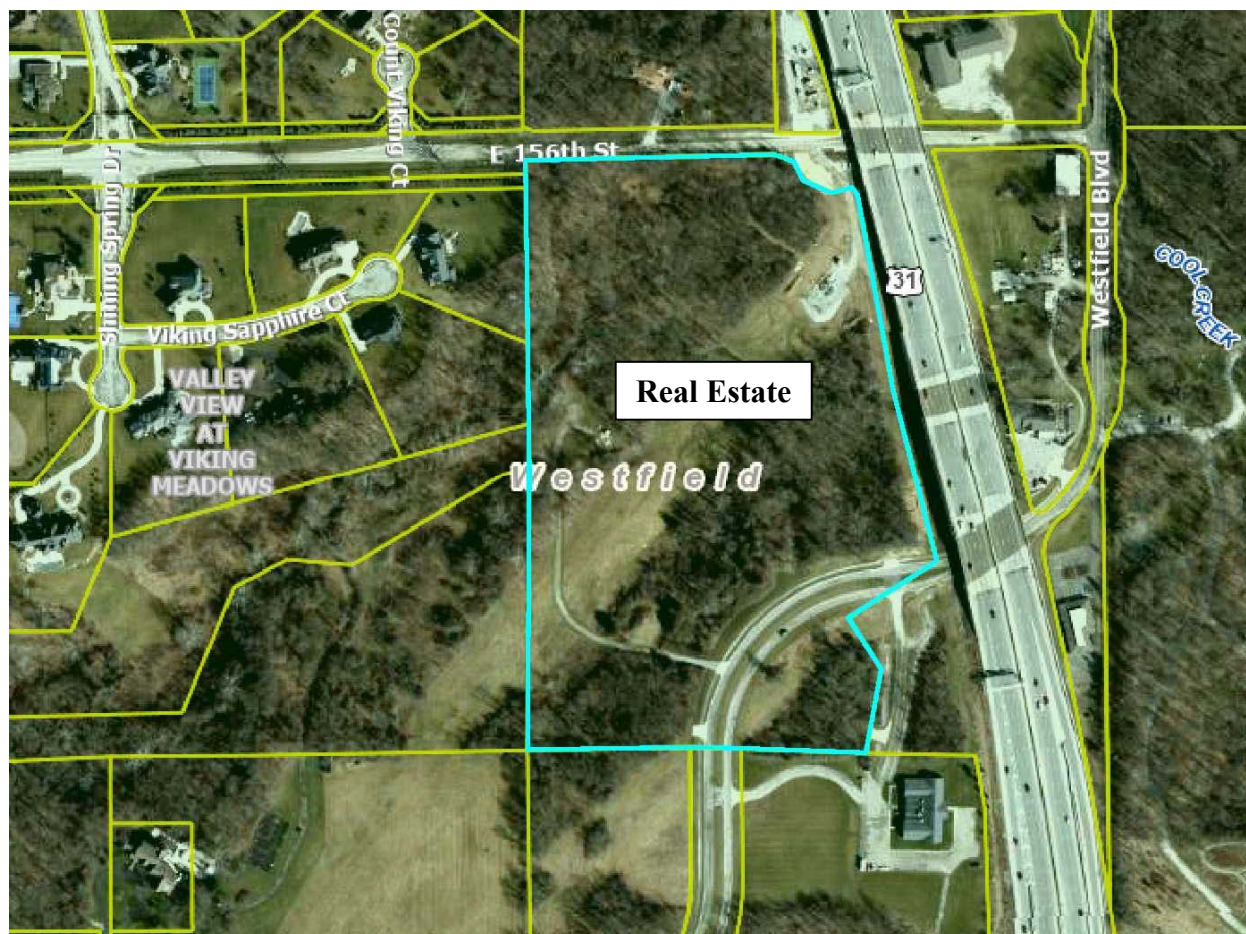
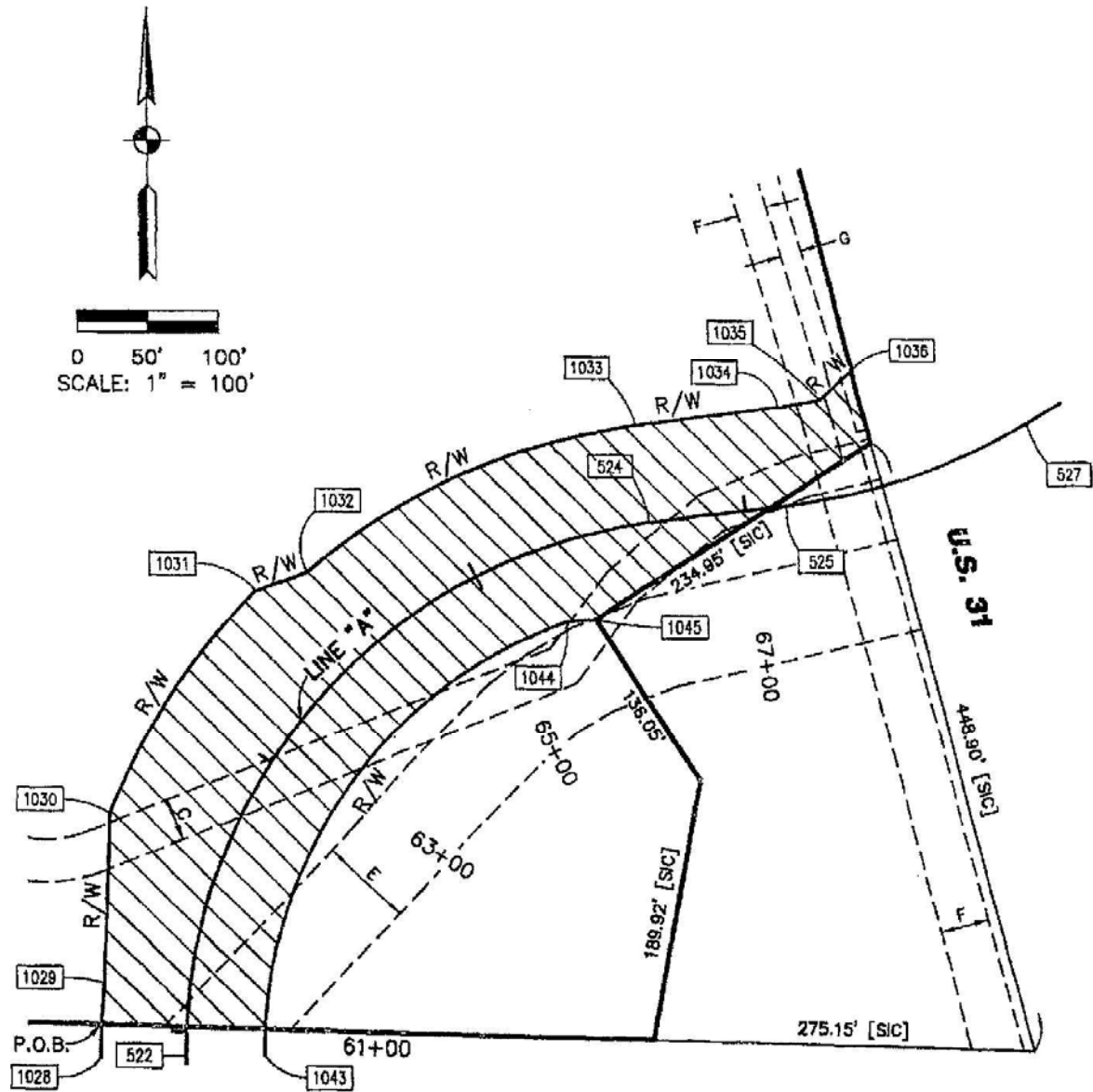


Exhibit B
“Extension Property”



SETTLEMENT AGREEMENT AND GENERAL LIABILITY RELEASE

The following constitutes the complete Settlement Agreement and General Liability Release (“**Agreement**”) by and between Westtec Land Acquisitions, LLC (“**Westtec**”) and the City of Westfield, Indiana (the “**City**”) (collectively “**Parties**”).

WHEREAS, Westtec is the owner of certain real property located on or about 15208 Westfield Blvd., Carmel, Indiana 46074 (mailing address), in Washington Township, Westfield, Indiana (the “**Property**”);

WHEREAS, the Property comprises approximately 24.17 acres, a portion of which the City has determined is necessary for fee simple right of way;

WHEREAS, the City has taken possession of a portion of the Property (the “**Road Extension Area**”) and has currently turned the Road Extension Area into a City roadway;

WHEREAS, the Road Extension Area comprises approximately 2.093 acres of the Property which the City has determined are necessary for use as a fee simple right-of-way and a true and accurate depiction of the Road Extension Area is included on Exhibit A;

WHEREAS, the City initiated an action for condemnation of real property against Westtec related to the Road Extension Area in the Hamilton County Courts under Cause No. 29D04-1601-PL-734 (the “**Lawsuit**”);

WHEREAS, the sum of Sixty-Seven Thousand Dollars (\$67,000.00) has been deposited with the Hamilton County Clerk of Courts in the Lawsuit;

WHEREAS, the Lawsuit has been dismissed as a result of certain inaction by the City and certain representations to the Court which are disputed by Westtec;

WHEREAS, the City has not remitted payment in full for the condemnation of the Road Extension Area; and

WHEREAS, the Parties have agreed to resolve their disputes related to the condemnation and the actions taken in the Court by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree that:

1. The above recitals are hereby agreed to and incorporated into this Agreement.
2. The City agrees to pay the sum of Two Hundred Forty-Six Thousand Five Hundred Dollars (\$246,500.00; the “**Settlement Price**”) to compensate Westtec for the taking of the Road Extension Area and for expenses related thereto.

3. The City agrees to pay the Settlement Price thusly:

- a. The City and Westtec will agree to immediately file a joint motion for the release to Westtec of the Sixty-Seven Thousand Dollars (\$67,000.00) currently held by the Clerk of Courts related to the Lawsuit; and
- b. The remaining One Hundred Seventy-Nine Thousand Five Hundred Dollars (\$179,500.00) shall be paid from the City to Westtec pursuant to a separate "Road Impact Fee Agreement", in the same or similar form as the document attached hereto and incorporated as Exhibit B.

4. Westtec, on behalf itself, its shareholders, members, officers, directors, employees, and attorneys, in their official and individual capacities, and their predecessors, successors, heirs, executors, and assigns irrevocably and unconditionally releases City, its representatives, employees, officials, officers, agents, attorneys, affiliates, departments, insurers, insurance adjusters of and from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, related to the condemnation of the Road Extension Area.

5. City, on behalf of itself, its representatives, employees, officials, officers, agents, attorneys, affiliates, departments, insurers, insurance adjusters irrevocably and unconditionally releases Westtec, its shareholders, members, officers, directors, employees, and attorneys, in their official and individual capacities, and their predecessors, successors, heirs, executors, and assigns of and from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, related to the condemnation of the Road Extension Area.

6. This Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by any Party and all Parties expressly deny that they have done anything wrong or unlawful related to the issues described in this Agreement.

7. The Parties acknowledge the following: (a) they have carefully read this Agreement and understand its contents and consequences; (b) they have been given the opportunity to consult with their attorney of record and other attorneys of their choosing concerning this Agreement; (c) they have not relied on any representations, promises or agreements made to them by any Party or third-party in connection with the decision to execute this Agreement; (d) they have had sufficient time to review this Agreement; and (e) they sign this Agreement knowingly and voluntarily, without any coercion nor duress and with the full intent of releasing the persons listed above.

8. This Agreement constitutes the entire agreement between Westtec and the City and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Agreement. This Agreement may not be modified or amended except by a writing signed

by Westtec and the City.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any action to enforce this agreement shall be brought exclusively in state court located in Hamilton County, Indiana.

10. This Agreement has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement. Neither Party shall be considered the drafter of this Agreement.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement and shall be binding upon delivery to all Parties. Facsimile signatures and/or scanned and emailed signatures shall be deemed originals.

12. The individual signatories below hereby warrants and represents that he/she/they has the authority to enter into this Agreement on behalf of the Party for whom they sign.

13. The parties agree that should either party bring suit to enforce this Agreement, the prevailing party will receive its attorneys fees and costs of litigation from the other party.

The remainder of this page left purposely blank.

The Parties hereby execute this Agreement this _____ day of _____, 2022.

Westtec Land Acquisitions, LLC

Printed and Position

City of Westfield, Indiana

Printed and Position

EXHIBIT A

"Road Extension Area"

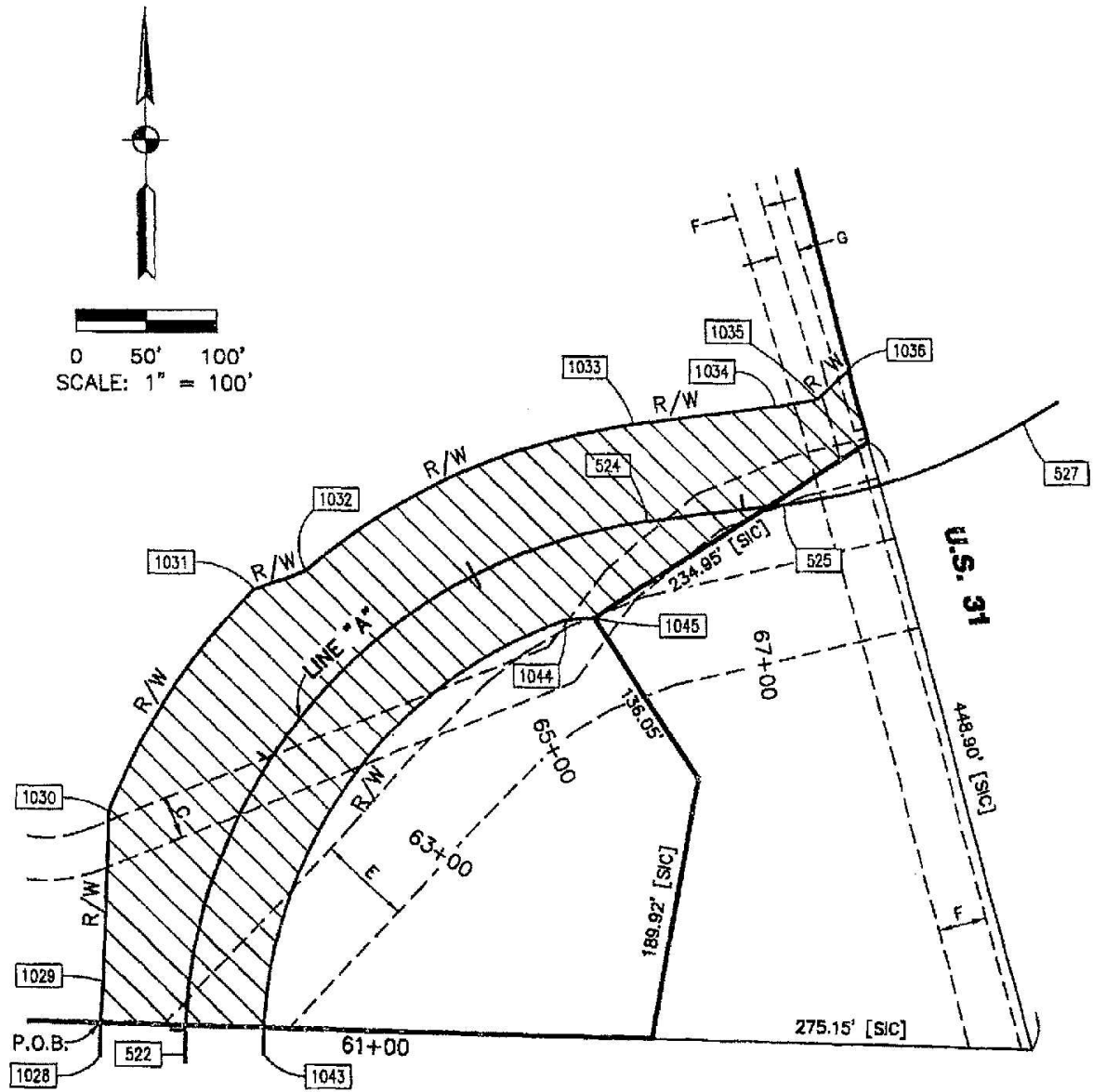


EXHIBIT B

“Road Impact Fee Agreement”

The Road Impact Fee Agreement appears on the following five (5) pages of this Exhibit B.

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“**Agreement**”) is made and entered into as of the _____ day of _____, 2022, by and between the City of Westfield, Indiana, (“**City**”), a duly formed Indiana municipal corporation, and Westtec Land Acquisitions, LLC (“**Developer**”) (collectively, the “**Parties**”). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure within certain real estate owned by Developer, more particularly identified in Exhibit A (the “**Real Estate**”), attached hereto and incorporated herein; and

WHEREAS, as part of the development of the Real Estate, road impact fees will be required to be paid to the City by the Developer, or Developer’s successor(s) in interest to the Real Estate, in accordance with City Ordinance 17-43; and

WHEREAS, the City has completed construction of the Westfield Boulevard Extension on the Real Estate; and

WHEREAS, Developer has agreed to donate the portion of the Real Estate on which the Westfield Boulevard Extension is located (the “**Extension Property**”) to the City in exchange for certain road impact fee credits or reimbursements associated with the development of the Real Estate; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, which are incorporated herein as if restated, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now stipulate and agree as follows:

1. Developer shall donate the Extension Property identified in Exhibit B, to City.
2. Developer shall receive road impact fee credits or reimbursements in in the amount of \$179,500 from City (the “**RIF Credit**”).
3. The parties acknowledge and agree that the RIF Credit shall be accounted for in one of the following ways, at the Developer’s sole discretion:

For any building permits issued to the Developer for the improvements on the Real Estate, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits which will be credited from the RIF Credit until such time as the RIF Credit is completely accounted.

For any building permits issued to a party other than the Developer for construction on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit and those funds shall be reimbursed to the Developer within forty-five (45) days of receipt. Such reimbursements shall continue until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates, nor do the Parties intend to benefit a third-party beneficiary through this Agreement.

4. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Jonathan Nail
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft
Attn: Blake J. Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

If to Developer:

James P. Fohl
Westtec Land Acquisitions, LLC
P.O. Box 36399
Indianapolis, IN 46236

With a copy to:

Matthew S. Skelton
Church Church Hittle + Antrim
Two North Ninth Street
Noblesville IN 46060

5. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions shall remain in full force and effect.

6. Under Ind. Code § 22-5-1.7-11, by entering into the Agreement with the City, Developer is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Developer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Developer hereby states that it does not knowingly employ an unauthorized alien. Developer further affirms that, prior to entering into the Agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

7. Developer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

9. The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City, and shall reasonably cooperate with the City in effectuating that recording.

10. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana, or the Federal District Court for the Southern District of Indiana. In the event a dispute arises or litigation is undertaken related to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees for efforts undertaken to enforce this Agreement.

11. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

12. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

13. Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

On _____, 2022 the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Westtec Land Acquisitions, LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Jonathan Nail, Director

Title: _____

Public Works Department

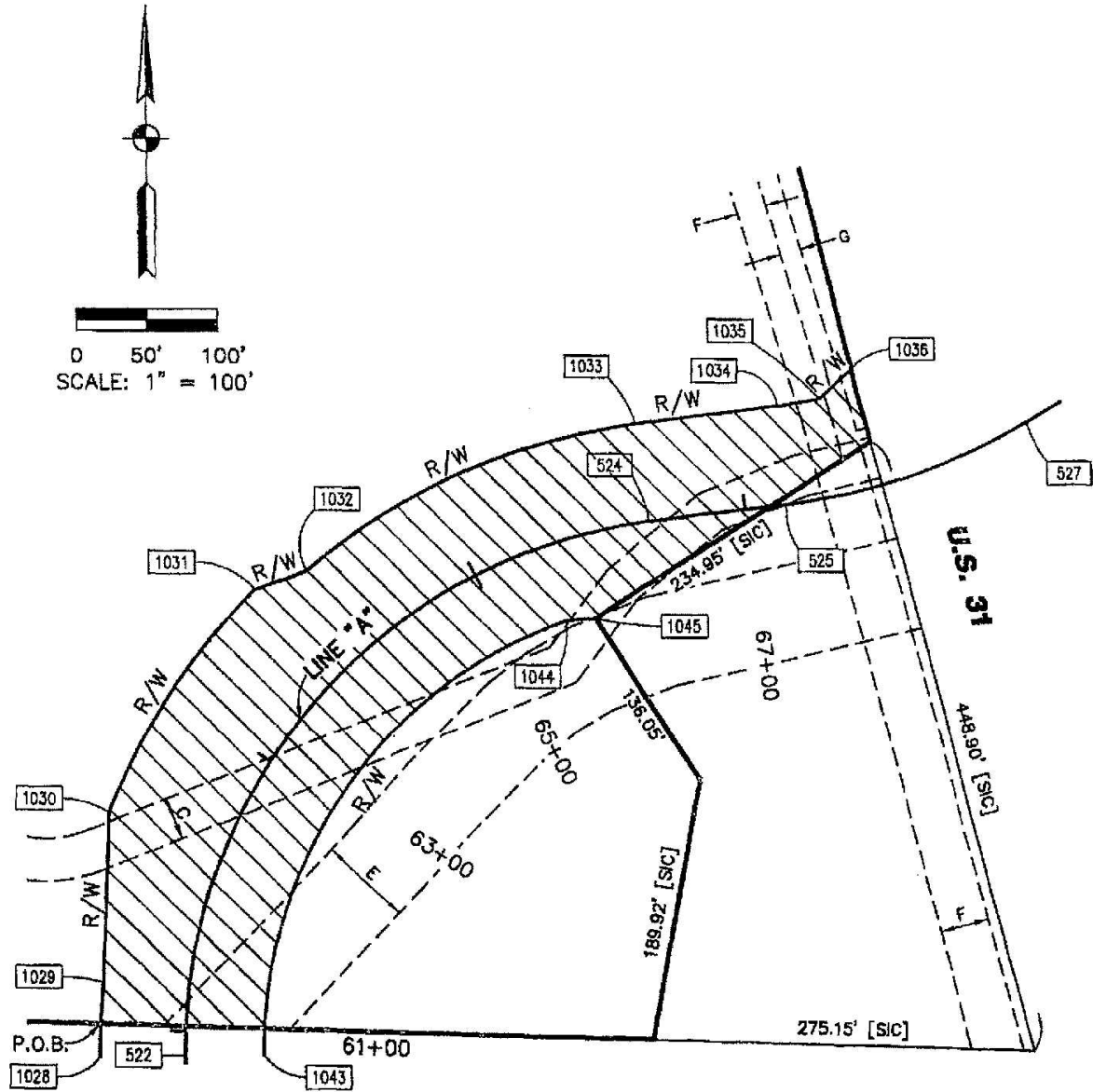
Date: _____

Date: _____

Exhibit A
“Real Estate”



Exhibit B
“Extension Property”



CONTRACT

THIS CONTRACT is made and entered into _____, 2022, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Westfield on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2023.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY . Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

The CONSULTANT and their subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the LOCAL PUBLIC AGENCY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates

showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

- (A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.
- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein - before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract. Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

5.16 Non-Discrimination

CONSULTANT agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

5.17 E-Verify

Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into this Contract with LOCAL PUBLIC AGENCY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all of its newly hired employees through the

E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

5.18 Non-Appropriation

The Parties acknowledge that LOCAL PUBLIC AGENCY is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, LOCAL PUBLIC AGENCY'S fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. LOCAL PUBLIC AGENCY shall not be obligated to perform unless and until sufficient funds are appropriated. LOCAL PUBLIC AGENCY agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. LOCAL PUBLIC AGENCY agrees to inform CONSULTANT in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

5.19 Governing Law and Venue

This Contract shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Contract.

5.20 Severability

The invalidity of any section, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Contract.

5.21 Counterparts

This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Contract. Delivery of this Contract may be accomplished by facsimile.

5.22 Headings

The headings of this Contract are for reference only, and shall not limit or otherwise affect the terms or provisions of this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC.

BY 
Steven J. Fehribach, P.E.
President

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY _____
Member

BY _____
Member

BY _____
Member

Attest:

BY 
Joseph T. Rengel, P.E., PTOE
Vice President

Attest:

BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the annual agreement. The agreement is to provide the LOCAL PUBLIC AGENCY of Westfield with Professional Engineering Services on a as needed basis. The items listed below are examples of work previously conducted for LOCAL PUBLIC AGENCIES. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies

3. MISCELLANEOUS

- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Signal Timing Analysis

4. ADDITIONAL SERVICES

For all design services, a lump sum contract will be provided, if requested.

APPENDIX "B"

**INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL
PUBLIC AGENCY**

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:
 - A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.
 - B. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Not to Exceed Fee:

This Contract shall be an hourly rate contract based on the following rates. However, a lump sum will be provided if requested by the LOCAL PUBLIC AGENCY. The maximum Contract amount is \$20,000.00 unless modified by the LOCAL PUBLIC AGENCY.

Department Manager	\$225.00
Lead Engineer	\$175.00
Staff Engineer	\$140.00
CADD Technician	\$115.00
Inspector	\$105.00
Data Collector	\$ 95.00
Administrative	\$ 85.00

SHORT FORM ASSIGNMENT LETTER

December 12, 2022



Jonathon Nail, Senior Project Manager
City of Westfield, IN
2706 E 171st St,
Westfield, IN 46074
jnail@westfield.in.gov

Dear Mr. Nail,

Reference: **Assignment of Contract(s)**
 City of Westfield: Westfield Boulevard Connector

Please be informed that on December 8, 2021, Stantec (TSX, NYSE: STN) purchased the North America and Asia Pacific engineering and consulting groups of Cardno Limited. As a result, the ongoing business, and affairs of Cardno USA, Inc., Cardno, Inc., Cardno ChemRisk, Inc., Cardno Holdings Pty Ltd, Cardno Holdings New Zealand Limited, and several other related party affiliates and subsidiaries (collectively, the “**Acquired Cardno Group**”) will be continued through Stantec. Stantec will maintain the Acquired Cardno Group’s present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites more than 25,000 employees working in over 400 locations across 6 continents. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Stantec’s vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of Cardno, Inc., or any of its affiliates, to Stantec Consulting Services Inc. A list of those contracts is attached to this letter. Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of City of Westfield, IN to cardnocontracts@stantec.com . If there is any additional information you need, please let me know.

Sincerely,

Cardno

/s/ Crystal Renski
Project Ecologist

The undersigned hereby consents to the assignment of the Contracts on the attached list to Stantec Consulting Services Inc. effective January 1, 2023.

City of Westfield, IN

Assignment of Contracts:

Service Agreement dated November 1, 2019 between City of Westfield, IN and Cardno, Inc. and all associated task

orders thereunder:

Client	Project Name	Stantec Project Number	Project Manager	Cardno Project Number
City of Westfield, IN	City of Westfield: Westfield Boulevard Connector	238100366	Renskers, Crystal	J185215500



Bank of America Merrill Lynch
Treasury Fulfillment Service Operations
275 Valencia Ave
Brea, Ca, 92823
f.ayala.svc@bofa.com

April 28, 2022

STANTEC CONSULTING SERVICES INC

Regarding: Account / Routing Number Confirmation

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:	3752096026
Account Currency:	US Dollar
Active ACH Blocks/Filters on file	Yes
Routing number ACH/EFT	111000012
Routing number DOM. WIRES	026009593
SWIFT Code INTL WIRES	BOFAUS3N (BOFAUS6S if incoming wire is in foreign currency)
Account Name:	STANTEC CONSULTING SERVICES INC
Account Address:	400-10220 103 AVE NW Edmonton, AB T5J OK4

The information set forth above is as of April 28, 2022. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at 1.888.715.1000, extension 21040

Sincerely,

A handwritten signature in cursive script that reads "Fred Ayala".

Fred Ayala
AVP, Treasury F&S Manager
Treasury Fulfillment Service Operations



"Bank of America" and "BofA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of SIPC, and, in other jurisdictions, by locally registered entities. BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA.

**Investment products offered by Investment Banking Affiliates:
Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed.**

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Stantec Consulting Services Inc.
400-10220 103 Avenue NW, Edmonton AB T5J 0K4

April 1, 2022

Reference: Information to make payments to Stantec Consulting Services Inc.

Good Day,

This is to confirm that as of the date of this letter, the following information is correct to make electronic payments to Stantec Consulting Services Inc.

For Wire payments:

Bank Name: Bank of America
ABA Number: 026009593
SWIFT: BOFAUS3N
Bank Account Number: 3752096026
Bank Account Name: Stantec Consulting Services Inc.
Bank Address: 100 North Tryon Street, Charlotte, NC 28202 United States

For ACH payments:

Bank Name: Bank of America
ABA Number: 111000012
Bank Account Number: 3752096026
Bank Account Name: Stantec Consulting Services Inc.
Bank Address: 100 North Tryon Street, Charlotte, NC 28202 United States

Please send an email with remittance details to eft@stantec.com when a wire or ACH payment is made to the account. For ACH payments CTX format should be selected if available and invoice numbers included when communicating to the bank. This information is correct as of the date of this letter. Stantec will not update this letter unless changes occur in the information provided.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read "Kristy Spurrell", written over a faint circular stamp.

Kristy Spurrell
Authorized Signer

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stantec Consulting Services Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 13980 Collections Center Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60693	
7 List account number(s) here (optional) Stantec prefers payment via ACH, please inquire for instructions		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
1	1	-	2	1	6	7	1	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Randy Bershaw</i>	Date ► 09/09/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



December 7, 2022

Mr. Wes Rood
City of Westfield
2706 E. 171st St.
Westfield, IN 46074

Subject: **On-Call Stormwater Services
Professional Services Proposal**

Dear Mr. Rood:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for providing as-needed, ongoing support to the City of Westfield as you implement various stormwater-related tasks. The following is our understanding of the assignment, scope of services, and fee structure in support of these on-call, as-needed tasks.

UNDERSTANDING OF THE ASSIGNMENT

The professional services will consist of on-going, as-needed support and assistance with various required permit activities related to the City's compliance with the Indiana Department of Environmental Management's MS4 General Permit, as detailed below.

SCOPE OF SERVICES

Task 1 – MS4 Services: Burke will provide MS4 on-call services and program support as assigned by the City's Stormwater Coordinator. We will develop or update and revise a public education/involvement plan, illicit discharge detection and elimination plan, standard operating procedures, and other written procedures required by the MS4GP. We will review the City's construction and post-construction program and develop or update required documents, maps and additional deliverables. Burke will update or develop stormwater pollution prevention plans for facilities subject to the MS4 good housekeeping requirements and assist in facility walkthroughs and inspections. We will assist with preparation and response to IDEM MS4GP compliance audits and annual reporting, as well as with completing necessary permitting that may be associated with tasks assigned to the City. Burke will perform additional MS4-related duties as agreed upon and as budget allows.

Task 2 – Illicit Discharge Detection and Elimination: Burke will review the City's IDDE program and outfall mapping and screening completed to date to determine program needs. We will perform dry weather field screening of at least 25% of the City's mapped stormwater outfalls that are owned and/or operated by the MS4. We will identify additional MS4 owned and/or operated outfalls that are observed during field screening as well as perform other IDDE-related tasks as agreed upon and as budget allows. Primary deliverables for this task include completed outfall screening inspection forms and a final report to summarize findings and recommendations.

FEE STRUCTURE

We have estimated the total fee for completing this project shall not exceed **\$40,000**. We will bill you monthly, on a time and material basis, for assigned tasks, in accordance with our standard charges for professional services in effect at the time each task is initiated. Our current standard charges for professional services are

attached. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services.

When working on assigned tasks, a statement will be sent to you every month showing the number of hours of staff involvement and direct expenses incurred in that month broken down by job and task. If, at any time, the City of Westfield determines that it no longer requires the services of Burke, this contract will be considered completed. Burke would be entitled to reimbursement according only to the actual time and material it has incurred and would have no claims on any remaining unused budget set for this contract.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Emily Myers at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, SCOPE OF SERVICES, FEE STRUCTURE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY CITY OF WESTFIELD:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



Standard Charges for Professional Services, January 2022

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V	210
Engineer IV.....	175
Engineer III	155
Engineer I/II	113
Resource Planner V	175
Resource Planner IV.....	150
Resource Planner III	130
Resource Planner I/II	105
Engineering Technician IV	165
Engineering Technician III	139
Engineering Technician I/II	105
CAD II.....	130
CAD I	107
GIS Specialist IV	160
GIS Specialist III.....	150
GIS Specialist I/II	100
Environmental Resource Specialist V	175
Environmental Resource Specialist IV	145
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician.....	100
Administrative	85
Engineering Intern.....	60
Information Technician I/II.....	85

Direct Costs

Outside Copies, Messenger, Delivery Services, Mileage..... Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2022.



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including reasonable attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be

limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert

witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Subject to Item 33 of this Agreement, Client agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. Subject to Item 33 of this Agreement if the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor

shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

31. **Non-Discrimination.** Engineer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
32. **E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Engineer, by entering into this Agreement with Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Engineer hereby states that it does not knowingly employ an unauthorized alien. Engineer further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
33. **Non-Appropriation.** The Parties acknowledge that Client is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Client shall not be obligated to perform unless and until sufficient funds are appropriated. Client agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Client agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

February 23, 2010-INDIANA

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 21st day of December 2022, by and between City of Westfield ("Contracting Party") and H&N Outdoor Services ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by Vendor: H&N Outdoor Services (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Only North zone; December 21st 2022– December 20th 2025- All routes shown in Exhibit B in Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: To start December 20th 2025 (the "Completion Date").
- (d) Purchase Price: See Exhibit B
- (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - c. Invoices are payable within forty-five (45) days following Contracting Parties receipt of an invoice at the address specified below. Invoices are payable with-in 5 days if contractor accepts Mastercard.
- (f) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Johnathon Nail
2706 East 171st Street
Westfield, Indiana 46074

ap@westfield.in.gov
or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

H & N Outdoor Services
Attn; Ryan Hufferd
2011 west 246th
Sheridan, Indiana 46069

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply

with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"):
(a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such

shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee’s hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the

employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this _____ day of _____, 2015.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

H & N Outdoor Services
2011 west 246th
Sheridan, Indiana 46069

Signature

Printed Name

Title

Date

Chelsie Hefford
Signature

Chelsie Hefford
Printed Name

Owner
Title

12/13/2022
Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

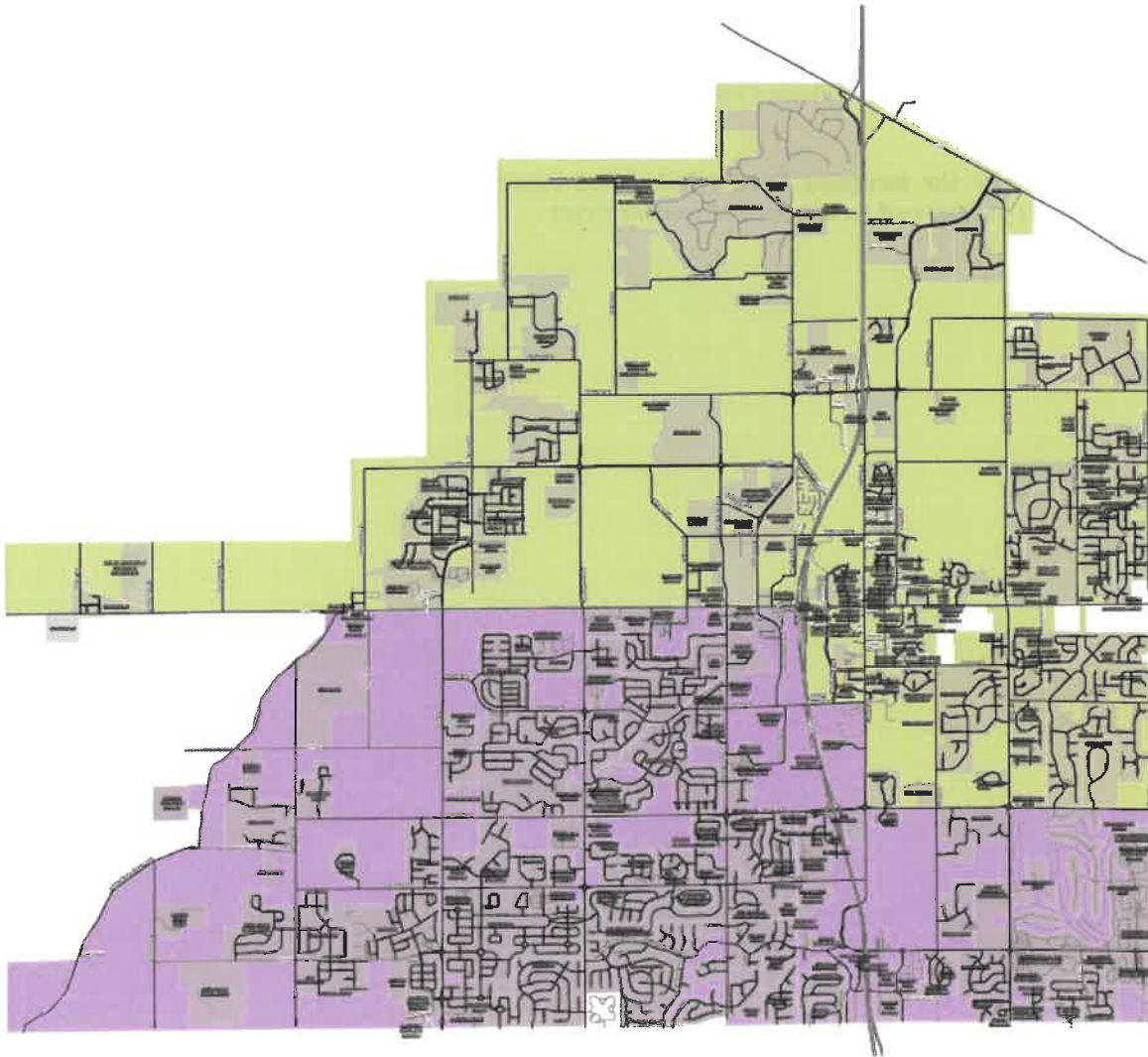
See attached Proposal dated 10/12/22



Snow Removal 2022-2023

<https://www.westfield.in.gov>

10/12/2022



Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Snow removal North Zone

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Snow Removal North Route project, hereinafter referred to as the “Project”;

WHEREAS, H&N Outdoor Solutions, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Chelsie Huffard
Signature:

Chelsie Huffard

Printed Name:

STATE OF INDIANA:

Signature:

Printed Name:

SS:

COUNTY OF _____ :

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of H&N Outdoor Services, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	
Vendor Name:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 + 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 21st day of December 2022, by and between City of Westfield ("Contracting Party") and Practical Property Group ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: Practical Property Group (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Only South zone; December 21st – December 20th 2025- All routes shown in Exhibit B in Westfield, Indiana 46074 (the "City Property")
 - (c) Date by which the Services shall be completed: To start December 20th 2025 (the "Completion Date").
 - (d) Purchase Price: See Exhibit B
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - c. Invoices are payable within forty-five (45) days following Contracting Parties receipt of an invoice at the address specified below. Invoices are payable with-in 5 days if contractor accepts Mastercard.
 - (f) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Johnathon Nail
2706 East 171st Street
Westfield, Indiana 46074

ap@westfield.in.gov
or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Practical Property Group
Attn; Daniel Davis
17925 Sun Park Drive, W
Westfield, Indiana, 46074

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply

with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"):
(a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such

shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee’s hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the

employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this _____ day of _____, 2015.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Signature

Printed Name

Title

Date

Vendor:

Practical Property Group
17925 Sun Park Drive
Westfield, Indiana 46074

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

- ☐ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ☐ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ☐ Project parking is allowed at designated areas of the Project.
- ☐ Personal vehicles are to remain in provided parking areas.
- ☐ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ☐ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ☐ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ☐ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ☐ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ☐ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ☐ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ☐ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ☐ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ☐ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ☐ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

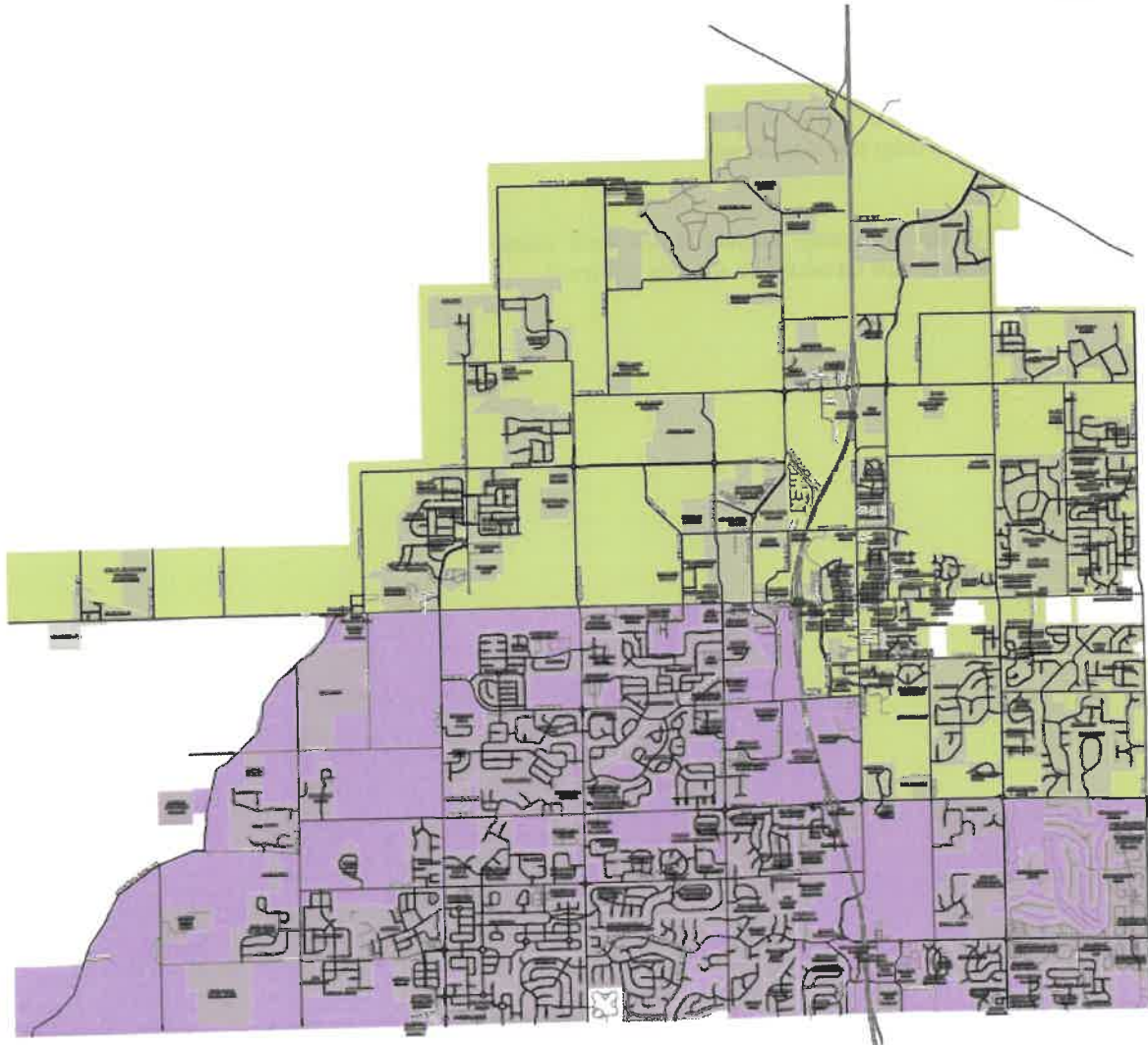
See attached Proposal dated 10/12/2022



Snow Removal 2022-2023

<http://www.cityofwestfield.in.gov>

10/12/2022



Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – South zone snow plowing

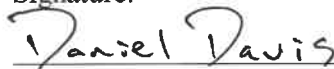
WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the **South Zone** project, hereinafter referred to as the “Project”;

WHEREAS, **Practical Property Group**, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.



Signature:


Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Practical Property Group, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	
Vendor Name:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 ± 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

RFP Response Form

Vendor Name:

Practical Property Group LLC

Date:

11/14/2022

Project:

City of Westfield Snow Removal
For 2022-2025



	North Zone	South Zone	Combination North and South Zones
Total miles	59.18	97.83	157.01
1" - 3.9" Total Snow Fall Recorded cost per mile		\$12,228.75 \$125.00	
4" - 5.9" Total Snow Fall Recorded cost per mile		\$19,076.85 \$195.00	
6" - 7.9" Total Snow Fall Recorded cost per mile		\$25,435.80 \$260.00	
8" + Total Snow Fall Recorded cost per mile		\$40,012.47 \$409.00	
Cost per Additional Lane Mile (for ongoing development added to system)		See above/snow amount	

Vendor Information:

Vendor Point of Contact

Daniel Davis

Phone Number

317-213-7976

Email

ddavis@practicalpropertygroup.com

Vendor response shall only fill in shaded green areas. The vendor does not need to respond to all zones or any combinations if they so choose.

MED-BILL CORPORATION

BILLING SERVICE AGREEMENT

For

WESTFIELD FIRE DEPARTMENT

01/01/2023

MED-BILL Corporation
8646 Castle Park Drive
Indianapolis, Indiana 46256
Voice: (317) 775-6751
Fax: (317) 849-6632

MED-BILL Corporation/Westfield Fire Department Agreement

THIS AGREEMENT ("Agreement") is made and entered into at Indianapolis, Indiana, January 1, 2023 by and between MED-BILL Corporation, an Indiana corporation operating as an EMS Billing Service and doing business as MED-BILL, hereinafter referred to as "MED-BILL" and "WESTFIELD FIRE DEPARTMENT", (hereinafter referred to as "Ambulance Service".) and shall be effective the date of the last signature of the parties hereto ("Effective Date").

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE INCORPORATED HEREIN AND MADE A PART OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. AMBULANCE SERVICE AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY MED-BILL.

WITNESSETH:

WHEREAS, MED-BILL maintains a commercial/ambulance billing service and has the necessary equipment and office staff to receive and process charges for patient services, receive and process monies collected (for which federal funds are deposited into accounts maintained and controlled by Ambulance Service so as to not violate prohibitions against reassignment of benefits) on those patient accounts, and maintain an accounting of said charges and collections, and

WHEREAS, Ambulance Service is in need of a computer billing service to receive and process charges for patient services, undertake initial EMS billing services for patient accounts, receive and process monies collected on those patient accounts, and maintain an accounting of said charges and monies collected, and

Now, THEREFORE, in consideration of the terms, conditions, covenants, and agreements hereinafter set forth, the parties agree as follows:

I. SERVICES

A. From the Effective Date until the termination of this Agreement, MED-BILL agrees to perform those activities which are reasonably necessary to invoice on behalf of Ambulance Service the following services provided by Ambulance Service (check the applicable boxes as MED-BILL will only performed the services identified in the checked boxes below)

- ✓ Commence and perform Initial EMS Billing Services as described in **Exhibit A**.
- ✓ Provide follow-up Billing and Collection Services as described in Exhibit A-2

☐ Conduct A/R clean-up and follow-up services on non-default accounts in order to recover outstanding payments for services performed and initially billed prior to the Effective Date of this Agreement

☐ Bill for Fire Services consistent with and as permitted under state and/or local law. For this Agreement, the term "Fire Services" shall include services provided by the Ambulance Service, which MED-BILL agrees to invoice on behalf of the Ambulance Service, such as, but not limited to, Hazmat, Extrication, Special Event billing, and similar services.

- ✓ Provide the Compliance Services detailed in **Exhibit B**. Please note and agree to the fact that certain compliance services will be performed by an outside, third-party vendor, Armor LLC. By agreeing to the Compliance services outlined in this Exhibit, Ambulance Service expressly recognizes that certain information and data will be shared with or otherwise provided to (directly or indirectly) with Armor LLC.

Furthermore, MED-BILL agrees to provide to Ambulance Service the following software solutions and hardware products (check the applicable boxes)

- ✓ Electronic Patient Care Reporting (**Exhibit C**)

☐ Hardware products

B. Ambulance Service acknowledges and agrees that:

- (i) during the term of this Agreement all relevant information relating to the selected services identified in Section IA shall be delivered to MED-BILL and MED-BILL shall be the sole source for making billing decisions (i.e., level of service, proper payer, etc.) and processing such bills;
- (ii) MED-BILL is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section IA;
- (iii) MED-BILL is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section IA;
- (iv) it shall provide accurate and complete information to allow MED-BILL to perform the services described in Section I.A. of this agreement, including but not limited to: the amount Ambulance Service charges for its services, a fully completed incident report (e.g., Trip Report, PCR) which would satisfy all signature requirements, including the then-current Medicare signature and authorization requirements, satisfy all documentation requirements in the state the service was rendered, demographics, procedure charge, diagnosis and treatment-related information, Advanced Beneficiary Notice, Physician's Certification Statement, a copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports

as well as such other information and documentation (e.g., Hospital face sheet) as MED-BILL shall reasonably request (collectively the "Billing Information");

(a) Ambulance Service agrees that it shall take all reasonable measures as may be necessary to ensure compliance with Section I.B.(iv) including, but not limited to: the requirement of the use of a dispatch call intake forms; to have adequate intake staff to obtain all appropriate documents and complete intake forms; to require verification of completed Physician Certification Statement (PCS) forms when necessary; and require staff to inquire as to available insurance coverage, including Medicare Part A stay during the scheduling and/or intake process.

(b) Ambulance Service agrees to follow and complete all necessary components associated with Medicare's RSNAT program. MED-BILL shall take no responsibility for this program.

(v) it will provide copies of deposits and correspondence to MED-BILL;

(vi) it will only transfer and refer accounts that have not yet been deemed in default at the time of referral to MED-BILL, and that referral of an account by Ambulance Service to MED-BILL shall, alone, be sufficient for MED-BILL to assume non-default and treat the account as such, it being understood that MED-BILL will not accept referral of any account that Ambulance Provider has deemed to be in default prior to the time of transfer and referral to MED-BILL;

(vii) it shall refer any patient inquiries to MED-BILL at 317-849-6628 press 1; and

(viii) it reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state, and local laws and regulations to implement, enforce and collect the costs and /or fees for the selected services. MED-BILL shall begin processing all invoices for services rendered by Ambulance Service within a reasonable time following the date MED-BILL receives accurate and complete information, which will permit it to perform its services identified in Section IA of this Agreement. Ambulance Service agrees that MED-BILL shall have no liability or responsibility for any change or changes made by Ambulance Service to any of the Billing Information until MED-BILL has accepted in writing such change or changes.

C. If Follow-Up Billing and Collections Services are chosen in Section IA, Ambulance Services acknowledges and understands that MED-BILL will retain ownership of said invoice during the term of this Agreement and until resolved or until recalled by Ambulance Service. MED-BILL's actions will be continuous as the servicer of the original invoice and will comply with all applicable state and federal law. MED-BILL may refer patient accounts to a third-party for further collection activity/services pursuant to § XIV of this Agreement.

II. FEE SCHEDULES

A. Ambulance Service shall develop, maintain and communicate by way of written notice to MED-BILL a schedule of ambulance services performed for patients and a corresponding patient charge for each patient service. Ambulance Service also agrees to communicate its

fee schedule to third-party payers as Ambulance Service deems such communication is necessary.

III. BILLING DATA

- A. Ambulance Service shall furnish MED-BILL all information necessary for billing procedures. Ambulance Service accepts all responsibility for the accuracy of billing information submitted to MED-BILL and understands and acknowledges that MED-BILL relies solely upon Ambulance Service's representations of fact regarding the accuracy of such information and that MED-BILL has no responsibility to independently verify such information.

IV. FEES FOR SERVICES

- A. **MED-BILL will collect a one-time \$1,500.00 Set-up Fee** to create the Ambulance Service database, integrate ePCR systems, and process all initial applications, insurance, and otherwise. For the claims management services to be rendered by MED-BILL identified in **Exhibit A**, which is (attached hereto and incorporated herein by reference) ("Initial Billing Services"), each month, Ambulance Service agrees to pay MED-BILL a Service Fee according to the following yearly schedule:

January 1, 2023-December 31, 2028

- 5.95% of total gross revenue collected on accounts placed with MED-BILL for Initial Billing Services
 - Includes annual payment for ESO EHR fees
- 1.35 % of total gross revenues collected on accounts placed with MED-BILL for Initial Billing Services to compensate for compliance services as described in Exhibit B
- 30% of total collections for accounts 120+ days and older

Payments are to be made on a monthly basis based on collections received by Ambulance Service as a result of the services provided by MED-BILL. If Electronic Patient Care Reporting and/or Hardware is provided by MED-BILL, the associated cost is reflected in the Service Fee. For patient accounts which are unpaid for over one hundred and twenty days (120 days), the collection rates are laid out in the above Schedule. MED-BILL may refer patient accounts to a third-party for further collection activity/services pursuant to § XIV of this Agreement.

- B. Ambulance Service agrees to pay MED-BILL a sum equal to five and nine-five percent (5.95%) for any additional annual reimbursement set forth by Medicare and Medicaid for accounts that MED-BILL processed for original payment. MED-BILL will provide all billing reports to complete the application process. A primary example of the circumstances under which this would apply is the Supplemental Medicaid reimbursement program in which the government provides lump sum additional reimbursement based on costs, volume and other factors. Such payment typically comes as lump sum payment and is correlated to billing services and additional data compiled by MED-BILL.

- C. Ambulance Service agrees to pay MED-BILL at a rate of three hundred dollars (\$300.00) per application prepared and completed by MED-BILL for all Medicare and Medicaid revalidations (every 3-5 years). Ambulance Service is also responsible for paying the Revalidation Fee. Additionally, Ambulance Service agrees to pay MED-BILL at a rate of fifty dollars (\$50.00) , for each update made to such enrollment or application as required due to changes made between such revalidations (e.g., ownership, address, vehicle, or management changes).
- D. In the event that either or both of the boxes relating to EMS services is checked in Section IA above, and there is a decrease of ten (10%) percent or more in the annual billable run volume, or an increase in total annual run volume, which necessitates an ePCR software fee increase or decrease, then Ambulance Service agrees to negotiate in good faith with MED-BILL to increase the percentage payable to MED-BILL for all amounts collected for those EMS services.
- E. In the event that either or both of the boxes relating to EMS services is checked in Section IA above, and there is an unexpected increase of five (5%) percent or more in the operating costs, then MED-BILL shall be entitled to an equivalent increase in the fee schedule herein upon providing information to Ambulance Services supporting the cost increase. MED-Bill insures that it will act in good faith with regard to any increase the percentage payable to MED-BILL for all amounts collected for those EMS services.

V. PAYMENT OF FEES

- A. MED-BILL shall invoice Ambulance Service on a monthly basis for the services provided under this Agreement. Payments are due to MED-BILL upon receipt of the invoice. Services that were rendered subject to the provisions for refund are noted below. The fee is all-inclusive and includes, but is not limited to, billing supplies, forms, and postage.
- B. Any amounts which Ambulance Service fails to pay by the last day of the month in which the invoice is issued shall bear interest at the rate of one and one-half (1-1/2) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due. Further, Ambulance Service agrees to pay all costs and expenses, including actual attorney's fees filing fees, expert witness fees, travel expenses, and court costs, which MED-BILL incurs in collecting any past due amounts from Ambulance Service.

VI. BILLING SERVICES AND PATIENT REFUNDS

- A. MED-BILL shall receive and process all charges submitted by Ambulance Service for patient services, submit claims for monies to parties acting as guarantor of payment for such patient services, receive and process all monies collected on patient accounts, and perform various billing follow-up as related to the receipt of monies for patient services rendered. In the event of duplicate payments or a payer that overpaid on a claim, MED-BILL will notify the Ambulance Service of such, along with instructions as to how to make an appropriate refund. Ambulance Service will notify MED-BILL when such refund is

made and provide MED-BILL with copies of refund paperwork, including the check to attach to the Patient Account.

VII. BUSINESS ASSOCIATE ASSURANCES

- A. MED-BILL and Ambulance Service will at all times comply with the Business Associate Assurances between the parties, a copy of which is attached hereto, made a part hereof and marked as Exhibit D to this Agreement. The Business Associate Assurances will be controlling except if the parties agree to be bound by a Business Associate Agreement as offered by Ambulance Service and incorporated into this agreement. Please also note that, to the extent applicable, MED-BILL maintains a business associate agreement with its vendor, Armor LLC.

VIII. TERM

- A. This Agreement shall be in full force and effect for five (5) years beginning on the date first written above, with automatic renewal for periods of one (1) year increments, unless Notice of Termination is given. Either party may terminate this Agreement, without cause, by giving notice of such termination, in writing, to the other party of such termination not less than ninety (90) days prior to such termination date. The parties shall continue to honor all obligations under the agreement from the point of notice of such termination until the effective date of the termination. If Ambulance Service fails to pay any fees owed to MED-BILL within forty-five (45) days of invoice, after providing written notice to the Ambulance Service, MED-BILL may, in its sole discretion, stop all Services on behalf of the Ambulance Service until such fees are paid.

IX. BILLING ACCOUNTING

- A. MED-BILL shall furnish documentation necessary for Ambulance Service to verify charges and monies received and balances of accounts due and outstanding.

X. FACILITIES, EQUIPMENT AND SUPPLIES

- A. MED-BILL agrees to furnish, at its expense, sufficient space, equipment, personnel, supplies, and materials as may be needed from time to time to maintain an adequate computer billing service.

XI. INSURANCE:

- A. MED-BILL agrees to maintain at its expense adequate general liability insurance.

B. Comprehensive General Liability:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Liability and Medical Expenses	\$1,000,000 per occurrence
Medical expense	\$5,000 per person

B. Errors and Omissions Insurance Coverage:	
Professional Liability	\$2,000,000

XII. INDEPENDENT CONTRACTORS

A. In accordance with this Agreement, MED-BILL, at all times, shall act as an independent contractor. Ambulance Service shall not have nor exercise any control over the office personnel provided by MED-BILL.

XIII. MATERIALITY OF PATIENT ACCOUNTS

A. Ambulance Service agrees to furnish and maintain a stated dollar limit of ten dollars (\$10) upon which a patient account is deemed immaterial for further MED-BILL action, and the patient account is therefore written off from MED-BILL account files.

XIV. REFERRAL OF ACCOUNTS TO THIRD-PARTY FOR COLLECTION ACTIVITY: Ambulance Service authorizes MED-BILL to refer patient accounts to a third-party for further collection activity/services, and accepts responsibility for all patient accounts referred to a third-party collection service and for efforts expended by the third-party collection service; provided, however, that Ambulance Service shall be notified prior to placing any patient account with a third-party collection service and hereby agrees to such placement. Ambulance Service may recall any patient account from MED-BILL at any time; provided, however, MED-BILL shall be entitled to the fees pursuant to the above Section if amounts are collected by MED-BILL within thirty (30) days of being recalled by Ambulance Service. MED-BILL agrees to cease all efforts to collect patient accounts that Ambulance Service has recalled. The recalled patient accounts will be returned by MED-BILL, along with related material and documentation, within thirty (30) days.

XV. RECORD RETENTION: MED-BILL agrees to retain all necessary billing information as related to patient accounts receivable, in full compliance with appropriate federal, state, and local record retention requirements, until such time that information will be properly destroyed. Upon the termination of this Agreement for any reason, and upon request by Ambulance Service, MED-BILL will return to Ambulance Service all patient accounts, along with all related material and documentation, referred to MED-BILL for billing and collections, together with a final report relating to the status of each patient account within ninety (90) days of the effective date of termination, and shall rely solely upon Ambulance Service to maintain such information in full compliance with appropriate Federal, State, and local retention requirements. Unless specifically requested by Ambulance Service to return all records, MED-BILL will retain all billing information in its archives (for a period of up to ten (10) years, to be available in the event of audit, investigation, or other lawful purpose or request. Additionally, Ambulance Services agrees that MED-BILL can retain certain billing data and information in its archives for purposes of compliance functions, data reporting and analytics. In many cases, such information will be redacted and/or not contain PHI. Additionally, as needed, such redacted information can be shared with (or otherwise stored and maintained by) third parties for data analysis functions, including, but not limited to, Armor LLC.

XVI. MODIFICATION: The parties mutually understand that a satisfactory working relationship may require modification of the understanding reached with regards to the computer billing Services. Therefore, this Agreement may be modified from time to time by expansion or restriction of the Services and reports to be provided by MED-BILL, including changes in utilization of computer equipment and programming provided by MED-BILL, which shall be in writing and by the addendum attached hereto, pursuant to Section XXX of this Agreement.

XVII. SOFTWARE ENHANCEMENTS: Ambulance Service agrees MED-BILL is under no obligation to create programming for information purposes. MED-BILL agrees to make available to Ambulance Service a list and description of available reports generated in the ordinary course of business. Any additional custom reports requested will be subject to an \$85.00 per hour programming fee. MED-BILL will provide Ambulance Service with a Statement of Work (SOW) to get signed off before performing work.

XVIII. INDEMNIFICATION:

A. Ambulance Service shall hold harmless, indemnify and defend MED-BILL against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payor, financially responsible party, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of Ambulance Service or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

(i) If Ambulance Service provides non-emergency transports, the Ambulance Service agrees to hold harmless, indemnify, and defend MED-BILL against any and all claims, causes of action, and damages of any nature relating to such non-emergency transports, except for actions solely relating to the gross negligence of MED-BILL.

B. MED-BILL agrees to indemnify, defend and hold harmless Ambulance Service and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney fees, arising from the willful or intentional misconduct of any MED-BILL agent, servant, contractor or employee and which relate to the Services performed by MED-BILL under this Agreement. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

C. EXAMINATION OF ACCOUNTS: Ambulance Service may at any reasonable time, examine MED-BILL's records, or the records of any organization or company providing Services for MED-BILL, pertaining to patient accounts referred to MED-BILL by the Ambulance Service under this Agreement.

XIX. OPERATING PROCEDURES: Pursuant to Section III above, Ambulance Service, agrees to provide or cause others to provide to MED-BILL accurate and complete demographic and procedure charge information. Ambulance Service acknowledges that MED-BILL has every incentive to perform the services in a timely and proficient manner but that the timing and

amount of net collections generated by the Initial Billing Services are subject to numerous variables beyond the control of MED-BILL.

- XX. BINDING REGULATIONS: MED-BILL will comply with all applicable policies, procedures, guidelines, regulations, and laws governing reimbursement to Ambulance Service (including those set out by individual payers and under the Medicare program) and will not engage in any activity that will adversely impact reimbursement to Ambulance Service, Ambulance Service's status with any payor, or Ambulance Service's status under the Medicare program or any other government or government-funded program. Notwithstanding anything in this Agreement to the contrary, if MED-BILL fails to fulfill its obligations under this Section or if MED-BILL is found to be in violation of any material policy, procedure, guideline, regulation, and/or law governing the services provided hereunder, Ambulance Service may terminate this Agreement upon written notice after providing MED-BILL an opportunity to cure. Ambulance Service agrees to provide MED-BILL a copy of any Ordinance or Protocols on a yearly basis or anytime a new Ordinance or Protocol has been created.
- XXI. MEDICAL RECORD REQUESTS: MED-BILL will process all medical record requests received directly or to the Ambulance Service. MED-BILL may charge in accordance with prevailing state and federal laws, including but not limited to HIPAA.
- XXII. EFFECT OF TERMINATION: Except as set forth below, in the event the Agreement is terminated for whatever reason, MED-BILL, at its sole option, may continue to process all of Ambulance Service's patient accounts existing on the date of termination for a period of one hundred and eighty (180) days. Other than processing the patient accounts existing on the date of termination, MED-BILL will have no further obligations to Ambulance Service. Ambulance Service will be responsible for compensating MED-BILL for the Services MED-BILL provides after the date of termination in accordance with the terms of this Agreement. Upon expiration of the one hundred and eighty (180) day period, MED-BILL will (I) discontinue processing Ambulance Service accounts and deliver to Ambulance Service after full payment of all fees owed, a final list of accounts (II) all records, documents, and materials provided to MED-BILL by Ambulance Service and (III) have no further obligation to Ambulance Service.
- XXIII. SEVERABILITY: The invalidity of any provision of this Agreement will not affect the validity or enforceability of any other provision.
- XXIV. CUSTOMER AUDITS: Ambulance Service has the right under this Agreement to contract independent auditors ("Auditors") for the purpose of performing audits that the Ambulance Service considers necessary to ensure accuracy and correctness of MED-BILL's performance, including accounting and internal controls. This expense will be the sole responsibility of the Ambulance Service, and the Auditors may not be employed by or in any manner affiliated with any entity that performs services considerably similar to any services then being provided by MED-BILL. MED-BILL will cooperate by providing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors.

XXV. NOTICE: Any notice or payment permitted or required by this Agreement will be considered made on the date personally delivered in writing, or mailed by certified mail, postage prepaid, to the other party at the address set forth below, or to such other person or address as either party may designate in writing.

MED-BILL: MED-BILL CORPORATION
8646 Castle Park Dr.
Indianapolis, IN 46256

Ambulance Service: WESTFIELD FIRE DEPARTMENT
17535 Dartown Road
Westfield, IN 46074

- XXVI. GOVERNING LAW: The interpretation and enforcement of this Agreement will be governed by the laws of the State of Indiana and any litigation brought under this Agreement by either party shall be in an Indiana State Court or in a Federal Court located in Marion County, Indiana.
- XXVII. COUNTERPARTS: This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Agreement.
- XXVIII. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters and parol, or extrinsic evidence shall not be admissible to explain or modify its terms. No oral modifications or waiver of any of the provisions of this Agreement shall be binding on either party.
- XXIX. FORCE MAJEURE: No party shall be liable for failure to perform its obligations where such failure results from any act of God or other cause beyond such party's reasonable control that is not caused by the fault of the negligence of such party (including, without limitation, any mechanical, electronic or communications failure) and which prevents such party from performing such party's obligations under this Agreement, and which such party has been unable to overcome by the exercise of due diligence.
- XXX. REMEDIES: In addition to the other remedies provided herein, in the event Ambulance Service breaches any other provisions of the Agreement, MED-BILL may pursue any and all remedies available at law or in equity, including but not exclusively injunctive relief, damages, attorneys' fees, expert witness fees, interest, and cost.
- XXXI. CONFIDENTIALITY: Except as required by law, the parties shall preserve as confidential all proprietary or confidential business information of the other party to which it may have access during the Term of this Agreement unless the information was known to the public prior to such parties obtaining the information. The parties' obligations of confidentiality shall survive the expiration or termination of this Agreement and shall last until the date five (5) years from the expiration or termination of this Agreement.

- XXXII. NON-DISCLOSURE OF AGREEMENT: Unless required by law or as necessary to obtain legal or accounting advice, neither party shall disclose to any third party the terms or existence of this Agreement without the prior written consent of the other party.
- XXXIII. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of MED-BILL, its successors, and, to the extent permitted, its assigns.
- XXXIV. MUTUAL NON DISPARAGEMENT: Neither the Ambulance Service nor MED-BILL shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party or otherwise degrade the other party's reputation in the business.
- XXXV. HEADINGS: The Article and Section titles and headings contained in this Agreement are for organizational purposes only and shall not be admissible to modify the terms of this Agreement.
- XXXVI. OFFICE OF INSPECTOR GENERAL: MED-BILL and Ambulance Service both agree to process each of its employees through the OIG Exclusion website: <https://exclusions.oig.hhs.gov/Default.aspx>. If any employees appear on the exclusion list, MED-BILL and Ambulance Service agree to notify each other and take the necessary steps to rectify any claims that were processed.
- XXXVII. ELECTRONIC DATA ENROLLMENT: Ambulance Service hereby authorizes MED-BILL to sign on behalf of Ambulance Service to enroll in any and all Electronic Data and Electronic Remittance Advice enrollment applications, which is necessary to electronically file claims and receive remittance advice.
- XXXVIII. EMPLOYMENT ELIGIBILITY VERIFICATION REQUIRED BY INDIANA CODE 22-5-1.7-11: MED-BILL affirms that MED-BILL does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program. MED-BILL agrees to provide documentation demonstrating that MED-BILL has enrolled and is participating in the E-Verify Program. The Ambulance Service may terminate for default if MED-BILL fails to cure a breach of this provision no later than thirty (30) days after being notified. An E-Verify AFFIDAVIT, signed by MED-BILL, in compliance with Indiana Code 22-5-1.7-11, is attached to the Agreement.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written:

MED-BILL CORPORATION

Derrica O Borden

DERRICA BORDEN, CEO

12/6/2023

DATE

WESTFIELD FIRE DEPARTMENT

SIGNATURE

PRINTED NAME, TITLE

DATE

Exhibit A

MED-BILL Corporation Claims Management Process

1. Receive run sheet and charges via Electronic Patient Care Reporting or paper;
2. Contact Hospitals to obtain insurance information if not obtained at the time of service;
3. Use Hospital HDE system in applicable;
4. Verify patient's insurance obtained on PCR;
5. Verify patient Medicare and Medicaid eligibility on associated sites;
6. Use Payorlogic service for insurance verification and discovery;
7. Code Diagnosis and Procedures;
8. Enter patient information and charges into the system on import via XML from the EPCR company;
9. Obtain patient or guarantor signatures for processing of claims if not obtained at the time of service;
10. Send a patient statement with an insurance form for completion and return (3 - 4 monthly statements)
(If no response, these accounts will be deemed "non-voluntary pay" status at 120 days and subsequent follow-up actions will be taken with collection letters instead of statements);
11. Skip Tracing on any returned mail and updating of address;
12. File insurance claims (primary, secondary, tertiary) including submitting client and patient information through electronic claim submission channels and sharing such data with third parties such as payers and clearinghouses;
13. Perform Timely Telephone and online claim follow-up;
14. Receive payments and correspondence from Ambulance Service;
15. Analyze and post payments;
16. Work all correspondence and denials and send reviews and appeals for claims denied in error, where applicable;
17. MED-BILL will handle all patient, insurance, and attorney inquiries on accounts;
18. Upon 120 days, accounts will be deemed "non-voluntary pay" status; and
19. A Complete recap of the account with a paper trail of each claim is available upon request for audit (this includes notes on an account, copies of all claims, payments, and correspondence).
20. Ambulance Service Portal site login and password to log into MED-BILL's billing system to view accounts and month-end reports are provided.
21. MED-BILL will provide Ambulance Service with copy of month end reports by the 15th of each month for the previous months

MED-BILL Exclusions (Services not covered)

1. Provide legal advice.
2. Pursue litigation for past due accounts, notwithstanding the right to transfer the account to a third-party under § XIV of this Agreement.
3. Accept direct payment from a payer into an account controlled directly by Med-Bill.
4. When participating with the Compliance Package, regarding crew Drivers Licenses, MED-BILL is only responsible for checking the expiration dates. MED-BILL is not responsible for checking BMV records in case of suspensions, license revoking, etc. Please also note that certain Compliance Package functions can be outsourced to third party vendors including, but not limited to Armor, LLC.

Exhibit A-2

MED-BILL Corporation Follow-Up Process for Non-Voluntary Pay Accounts

1. Once an account reaches 120 days without payment arrangements, accounts are deemed "Non-Voluntary Pay Status".
2. A repeat of Claims Management Process.
3. Skip Tracing: Address, Phones, Bankruptcy, Deceased reports are run.
4. 1st Reminder Letter is sent to patient.
5. If no response is received from 1st Reminder Letter, then Inbound/Outbound telephone call procedures will begin.
6. If account remains unresolved after 30 days, 2nd Reminder/ Demand Letter will be sent to patient.
7. Bankruptcy and estate filing will be made as required.
8. Yearly Tax time Settlement Promotions mailed.
9. If accounts remain unresolved, accounts will be reviewed for transfer to a third-party for further collection action/services.

Exhibit B

MED-BILL shall facilitate and supply Ambulance Service with certain compliance services, as set forth herein. MED-BILL is hereby authorized to contract with a third-party vendor in the course of MED-BILL's efforts to provide compliance services to Ambulance Service, at no further cost to Ambulance Service. MED-BILL maintains an exclusive services agreement with Armor, LLC, which is MED-BILL's preferred vendor for compliance service needs. Ambulance Service hereby agrees to provide MED-BILL, and/or its compliance vendor(s) access to Ambulance Service's systems and records in order to provide compliance services. MED-BILL will provide Ambulance Service with notice of any change of vendor that it uses with regard to compliance services and Ambulance Service shall have an opportunity to terminate its compliance services with MED-BILL if it does not approve of any change in vendor, other than Armor, LLC. MED-BILL's compliance services include the following:

MED-BILL Corporation Compliance Services

- Certified Ambulance Compliance officer will create a customized compliance plan for your service
- Outline Billing Protocols for State and Federal Regulations and Requirements
- Med-Bill will go over the compliance plan with you and your crews
- Maintain copies of all driver's licenses for your EMTs / Paramedics / Drivers
- Maintain EMT and Paramedic Certifications
- Locate and collect any missing EMT/Paramedic certification records
- Notify you of any upcoming renewals for certifications
- Maintain copies of all Ambulance VIN/Registration Certifications
- Maintain copies of all Ambulance Commission Certifications
- Maintain copies of all State ALS/BLS Certifications
- Review the (OIG) Office of Inspector General's exclusion list for all employees monthly
- Notify you and take future steps for resolution if an employee is on the OIG list
- Create a signature log to serve as tracking for all EMT/Paramedic Signatures
- Maintain copies of Liability/Professional Insurance Declarations
- Provide customized onsite training sessions for your entire team , including but not limited to:
 - Documentation/Narrative Training
 - CMS Signature Rule
 - Closest Appropriate Facility
 - Prior Authorization Training
 - Physician Certification Statement Training
- Conduct monthly claims mock Medicare and Medicaid audits to ensure all documentation is in order
- Provide quarterly compliance report
- Maintain records, statistical reports, and data analytics (typically redacted and not containing PHI) even after the contract has terminated.

MED-BILL CORPORATION

Derrica O Borden

DERRICA BORDEN, CEO

12/6/2023

DATE

WESTFIELD FIRE DEPARTMENT

SIGNATURE

PRINTED NAME, TITLE

DATE

Exhibit C

MED-BILL will cover the yearly cost of the EHR ESO fees, paid directly to ESO. If Ambulance Service terminates this Agreement, with or without cause, Ambulance Service shall pay MED-BILL the prorated amount of the remaining yearly subscription fee for the EHR ESO.

MED-BILL CORPORATION



DERRICA BORDEN, CEO

12/6/2023

DATE

WESTFIELD FIRE DEPARTMENT

SIGNATURE

PRINTED NAME, TITLE

DATE

Exhibit D

BUSINESS ASSOCIATE ASSURANCES

a. HIPAA Privacy Rule. MED-BILL (herein the “Billing Company”), in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, Billing Company agrees that it will:

- i. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- iii. Report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
- iv. Ensure that any agents, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- v. Provide access to PHI in a Designated Record Set to an individual in accordance with 45 CFR § 164.524.
- vi. Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- viii. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of Health and Human Services for purposes of determining compliance with the Privacy Rule.
- ix. At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created or received by Billing Company on behalf of Client, and if return is infeasible, the protections of this agreement will extend to such PHI.

b. HIPAA Security Rule. Billing Company, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), regarding the security of electronic protected health information ("e-PHI") that is received as a result of the Services provided hereunder. In conformity therewith, Billing Company agrees that it will:

i. Implement administrative safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.308.

ii. Implement physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.310.

iii. Implement technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR § 164.312.

iv. Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the Security Rule, as required by 45 CFR § 164.316.

v. Report to Covered Entity any use or disclosure of the e-PHI not provided for by this Agreement of which it becomes aware.

vi. Ensure that any agents, including a subcontractor, to whom it provides e-PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

c. American Recovery and Reinvestment Act of 2009. Billing Company, in its capacity as a Business Associate, shall carry out its obligations under this Agreement in compliance with the applicable provisions of the American Recovery and Reinvestment Act of 2009, Sections 13400, *et seq.*, as amended ("the Recovery Act of 2009") and any regulations promulgated pursuant thereto. This includes all subsequent, updated, amended or revised provisions of the Act. In conformity therewith, Billing Company agrees that it will:

i. Notify Covered Entity following the discovery of a breach of unsecured PHI, without unreasonable delay, and in no case later than 60 calendar days after the discovery of a breach. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach.

ii. Comply with its obligations under Section 13405(e) of the Recovery Act of 2009 regarding the sale of certain electronic health records or PHI obtained from electronic health records.

iii. Comply with its obligations under Section 13406 of the Recovery Act of 2009 regarding certain marketing communications.

iv. Comply with any other applicable provisions of the Recovery Act of 2009 that Business Associate is currently subject to or becomes subject to in the future.

v. Comply with any future regulations enacted by the Department of Health & Human Services, in accordance with the Recovery Act of 2009.

d. Red Flag Rules. Billing Company, in its capacity as a “Service Provider” (which performs activities on behalf of a “Creditor” (Client), shall carry out its obligations under this Agreement in compliance with the applicable provisions of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”) found at 16 C.F.R Part 681. In conformity therewith, Billing Company agrees that it will:

i. Ensure that its activities for Client are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

ii. To have in place policies and procedures to detect relevant Red Flags that may arise in the performance of services on behalf of Client.

iii. To take all steps necessary to comply with the policies and procedures therein in the Identity Theft Prevention Program of the Client.

iv. Ensure that any agent or third party who performs services on its behalf in connection with covered accounts of the covered entity, including a subcontractor, agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

v. Agrees to alert the covered entity of any red flag incident (as defined by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.

e. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Covered Entity if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI.

f. Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Covered Entity or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for these purposes provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

ii. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

g. Confidentiality. Both parties agree to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Services provided by the Business Associate. This Agreement sets forth the terms and conditions pursuant to which PHI that is provided to, or created or received by, the Business Associate from or on behalf of the Covered Entity, will be handled.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between **CITY OF WESTFIELD, INDIANA** acting through its **BOARD OF PUBLIC WORKS AND SAFETY**, hereinafter referred to as the "LOCAL PUBLIC AGENCY" or "LPA", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services for the project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to provide said for engineering services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

181ST STREET AND WHEELER ROAD, NEW ROUNDAABOUT - PE

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the

LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence (whether sole, concurrent, or contributory).
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.

- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- | | | |
|----|----------------------------------|---|
| A. | Workers' Compensation Insurance: | Employer's Liability:
\$1,000,000 each accident
\$1,000,000 Disease - Each employee
\$1,000,000 Disease - Policy Limit |
| B. | General Liability Insurance: | \$1,000,000 per occurrence bodily injury
or property damage
\$300,000 Damage to Rented Property
(each occurrence)
\$5,000 Medical Expense per person
\$2,000,000 Annual aggregate
\$1,000,000 Personal & Adv. Injury
\$2,000,000 Products- Comp/OP/Agg |
| C. | Automobile Liability | \$1,000,000 Combined Single Limit |
| D. | Professional Liability | \$5,000,000 each claim
\$5,000,000 annual aggregate |

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be best of its knowledge, information and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:

Johnathon Nail, PE
City Engineer
2706 E 171st Street
Westfield, IN 46074
317-804-3150
jnail@westfield.in.gov

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

15. Abandonment and Termination

The CONSULTANT and LOCAL PUBLIC AGENCY reserve the right to terminate or suspend this Agreement for any reason upon written notice.

If either the CONSULTANT or the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, computer files in a format acceptable to the Local Public Agency and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimates of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this contract, then the contract is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this contract, this contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed, but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements, computer files in a format acceptable to the Local Public Agency and data pertaining to the project, prepared under the terms or in fulfillment of this contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

16. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

17. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

18. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

19. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT’s failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

20. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of the CONSULTANT or any individual in a management position with CONSULTANT is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SDN, (b) the

transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

21. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

23. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

Johnathon Nail, PE
City Engineer
2706 E 171st Street
Westfield, IN 46074
317-804-3150
jnail@westfield.in.gov

CONSULTANT:

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
Phone: (317) 544-4996

24. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

25. Dispute Resolution

In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

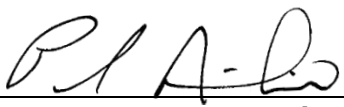
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
USI CONSULTANTS, INC.

LOCAL PUBLIC AGENCY
THE CITY OF WESTFIELD BOARD OF PUBLIC
WORKS AND SAFETY

BY: 
Philip D. Beer II, PE, PS, FACEC
President

BY: _____
Mayor Andy Cook

BY: 
Paul Aikins, PE, PS
Vice President

BY: _____
Larry Clarino, Member

DATE: December 9, 2022

BY: _____
Jim Ake, Member

ATTEST: _____
Cindy Gossard, Clerk-Treasurer

Date: _____

APPENDIX "A"

SERVICES BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations and requirements of the LOCAL PUBLIC AGENCY.

General Project Scope

The general project scope includes the survey and design of a new roundabout at 181st Street and Wheeler Road in Westfield, Indiana.

The CONSULTANT shall be responsible for performing the following activities:

- TASK 1. Topographic Survey Data Collection
- TASK 2. Roadway and Utility Design and Plan Development
- TASK 3. Utility Coordination
- TASK 4. Subsurface Utility Engineering
- TASK 5. Geotechnical Services
- TASK 6. Environmental Permitting
- TASK 7. Special Investigations
- TASK 8. Construction Phase Services

Remainder of this page left blank intentionally.

TASK 1. TOPOGRAPHIC SURVEY DATA COLLECTION

When directed, the CONSULTANT shall survey the project location. The CONSULTANT shall obtain deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and commissioners records for all properties within the project limits. The CONSULTANT's survey shall be in accordance with the following, listed in order of precedence, and incorporated by reference:

- A. Title 865 IAC 1-12 et sequential
- B. I.C. 25-21.5
- C. 865 I.A.C. 1-12
- D. INDOT Design Manual

Deliverables: If requested, the CONSULTANT will provide LPA with all survey information relative to the project, including a survey book.

TASK 2. ROAD DESIGN AND PLAN DEVELOPMENT

Preliminary

The CONSULTANT shall prepare the plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any.

Final

Following preliminary field check, approval of the Preliminary Plans, and notice to proceed for the final design, the CONSULTANT shall prepare Final Plans. The CONSULTANT shall prepare special provisions for the specifications, and final cost estimates for the construction of the project. The cost estimates for construction shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties will perform the actual construction, or engineering.

Following notification of receipt of Funding by the LPA, the CONSULTANT shall prepare construction bid documents for submittal to the LPA.

The CONSULTANT shall attend up to two meetings with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the even unforeseen or unusual conditions may arise.

TASK 3. UTILITY COORDINATION SERVICES

The CONSULTANT shall perform utility coordination in accordance with the following:

- A. Utility coordination activities, as presented during Utility Coordinator Certification Training
- B. 105 IAC 13 Utility Facility Relocations on Construction Contracts
- C. Indiana Design Manual (IDM) Chapter 104 Utility Coordination INDOT Accommodation Policy
- D. FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects

The CONSULTANT shall coordinate, review, and approve the utility relocation work plan; sign the utility coordination certificate, if applicable; and develop the utility special provision in accordance with the IDM.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The CONSULTANT shall design the project to potentially avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

NOTE: Reimbursable utility agreements are anticipated. Existing utility, CenterPoint, is within an easement.

TASK 4. SUBSURFACE UTILITY ENGINEERING SERVICES (SUE)

The CONSULTANT shall perform the required services in two phases. The first phase consists of the CONSULTANT's designating services. For the purposes of this contract, "designate" means to indicate, by marking, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques. This phase is defined as Quality Level B (QL-B). The second phase consists of subsurface utility location (test hole) services. For the purposes of this contract, "locate" means to obtain the accurate horizontal and vertical position of subsurface utilities by excavating a test hole. This phase is defined as Quality Level A (QL-A). The CONSULTANT shall provide these services as identified in the fee schedule listed in Appendix D and as requested in writing by LPA to aid in the design of the project, rights-of-way or construction plans for the project.

This work does not include robotic camera services. If LOCAL PUBLIC AGENCY determines robotic camera services are required, fees shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

TASK 5. GEOTECHNICAL INVESTIGATION

The work shall be performed in accordance with the requirements set out in the most current Geotechnical Design Manual.

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the "Instruction for Entering upon Private Property" as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference.

The CONSULTANT shall obtain necessary permits for maintenance of traffic before drilling operations can proceed.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than the end of each workweek.

The format for the Geotechnical Reports and drawings/logs should be a Windows based version and should be as specified in the Geotechnical Design Manual with the addition that all borings shall have northern and eastern coordinates in a global system and the name of the system utilized. Scanning should be kept to a minimum unless absolutely necessary such as hand calculations, and drawings, etc.

The CONSULTANT shall provide these services as identified in the fee schedule listed in Appendix D and as requested in writing by LPA to aid in the design of the project.

TASK 6. ENVIRONMENTAL DOCUMENT PREPARATION (SEPA)

The CONSULTANT shall prepare the State Exempted Memorandum in accordance with the State Environmental Policy Act (SEPA), which will include a Red Flag Investigation and a literature review of the State Historic Architectural and Archaeological Research Database (SHAARD) files for Section 106 concurrence.

TASK 7. ENVIRONMENTAL PERMITTING

The CONSULTANT shall assist the LPA in securing the necessary environmental permits by developing permit-compliant drawings, drafting the permit applications, and coordinating, applying for, and tracking the status of the permits until it is received. The CONSULTANT shall assist the LOCAL PUBLIC AGENCY in securing the environmental permits marked with an “x” in the box below:

- ☐ Indiana Department of Environmental Management (IDEM) Section 401 Individual Permit
- ☐ Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Regional General Permit.
- ☐ Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- ☐ Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit with Replacement-in-Kind Worksheet, excluding hydraulic analysis and modeling
- ☐ Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit including hydraulic analysis and modeling
- ☒ IDEM Construction Stormwater General Permit (Formally Rule 5)
- ☐ County Regulated Drainage Permit
- ☐ Federal Aviation Administration Permit
- ☐ Other (i.e. US Coast Guard Permit, IDEM Section 10, etc.): _____
- ☐ Coordination for the Acquisition of mitigation credits

The CONSULTANT shall track the status of permits and permit expiration dates to determine if valid permits will be available for the current project construction schedule.

If the CONSULTANT is requested or required to assist the LOCAL PUBLIC AGENCY in securing a permit not selected above, the work to provide such assistance shall be considered a change in the scope of the work. If additional permitting, outside the scope listed above, are required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Waters of the United State Report is not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.
Environmental mitigation design, implementation, or acquisition of mitigation credits are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 8. SPECIAL INVESTIGATIONS

During the design and plan development, certain special investigations, such as, but not limited to septic exploration, endangered species study, bat study, etc. may become necessary. If something is discovered and is outside the scope of services and become(s) necessary, the CONSULTANT shall submit an estimated costs to the LOCAL PUBLIC AGENCY for review, prior to execution of such services.

TASK 9. CONSTRUCTION PHASE SERVICES

Following the award of the construction contract, the CONSULTANT shall be responsible for attending the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LOCAL PUBLIC AGENCY to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LOCAL PUBLIC AGENCY 's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(08). This includes Mechanically Stabilized Earth (MSE) retaining walls, Sound Barrier Systems, and Precast Concrete 3-Sided Structures and Box Culverts.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with LOCAL PUBLIC AGENCY's approval.

If requested by LOCAL PUBLIC AGENCY, the CONSULTANT shall have the CONSULTANT's project design engineer attend and participate in partnering (1) a workshop with employees of INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

TASK 10. EXCLUDED PROFESSIONAL SERVICES

At the request of the LOCAL PUBLIC AGENCY, the following professional services that are marked with an "x" are excluded from this agreement:

- ☐ Topographic or Route Survey
- ☐ Hydraulic Analysis

- ☐ Utility Coordination
- ☒ Railroad Coordination
- ☐ Environmental Permitting
- ☐ Environmental Documentation Preparation (i.e. SEPA, CE-1, etc.)
- ☐ Geotechnical Investigation
- ☒ Lead Based Paint Testing (structure built prior to 1978, assumption is lead based paint)
- ☒ Pavement Design
- ☒ Asbestos Investigation
- ☒ Right-of-Way Engineering
- ☒ Right-of-Way Services
- ☐ Bid Documents, except special provisions, and Bid Assistance
- ☐ Construction Phases Services
- ☒ Construction Inspection

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following (if requested):

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by the LOCAL PUBLIC AGENCY
4. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
5. Available data from the transportation planning process
6. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities govern the location of signals and underground conduits throughout the affected areas
7. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

Remainder of this page left blank intentionally.

APPENDIX “C”

SCHEDULE:

The CONSULTANT shall begin the work to be performed under this agreement within thirty (30) days upon receipt of the written Notice-to-Proceed (NTP) from the LOCAL PUBLIC AGENCY and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Schedule is based off an anticipated Notice to Proceed Date of January 2, 2023 or sooner.

It is assumed that design reviews will take no longer than 30 calendar days.

It is understood that an expedited schedule is planned, and the goal of the project is to construct in the summer when school is out. With a justified good faith effort, the schedule could be flexible upon approval by the LOCAL PUBLIC AGENCY to let in March of 2025 with a Summer of 2025 construction.

Stage 1.....	April 1, 2023
Stage 3.....	October 1, 2023
Final Tracings.....	December 15, 2023
Anticipated Bid Date	March 2024

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed \$294,300.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

A.	Topographic Survey (JQOL)	\$	17,500.00	
B.	Topographic Survey	\$	14,800.00	NTE
C.	Roadway Design and Plan Development	\$	149,500.00	
D.	Utility Coordination	\$	32,100.00	
E.	Subsurface Utility Engineering (Mason)	\$	22,300.00	NTE
F.	Geotechnical Services (Terracon) including.....	\$	14,700.00	
	• Geotechnical Report			
G.	Geotechnical Services Traffic Control	\$	3,000.00	Unit NTE
H.	Environmental Document Preparation (SEPA)	\$	18,000.00	
I.	Environmental Permitting including.....	\$	7,400.00	
	• IDEM Construction Stormwater General Permit (Formally Rule 5)			
J.	Special Investigations	\$	10,000.00	NTE
K.	Construction & Utility Phase Services	\$	5,000.00	Hourly NTE
TOTAL NOT-TO-EXCEED FEE =		\$	294,300.00	

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

1. Method of Payment

The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Cindy Gossard, Clerk-Treasurer
LPA Contact Name

clerktreasurer@westfield.in.gov
Email

The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted.

Hourly Not-to-Exceed (NTE) fees to be paid at the USI Billable Hourly Rates Per Classification and direct expense rates listed below. Any NTE fees occurring after July 1 of the year listed in the effective date below shall have hourly rates updated as submitted by CONSULTANT to the LOCAL PUBLIC AGENCY.

Remainder of this page left blank intentionally.

2022 – 2023 USI Billable Hourly Rates Per Classification

Effective: 10/18/2022

CLASSIFICATION		BILLABLE HOURLY RATE
1	Business Development	\$ 188.00
2	CADD Technician	\$ 90.00
3	Clerical	\$ 118.00
4	Construction Project Manager I	\$ 131.00
5	Construction Project Manager II	\$ 144.00
6	Construction Project Manager III	\$ 166.00
7	Construction Project Manager IV	\$ 184.00
8	Construction Project Manager V - Dept Manager	\$ 216.00
9	Designer/Detailer I	\$ 186.00
10	Designer/Detailer II	\$ 206.00
11	Drone Operator	\$ 137.00
12	Engineer Intern	\$ 140.00
13	Engineer I - Project Engineer/Non-PE PM	\$ 155.00
14	Engineer II - Project Manager	\$ 179.00
15	Engineer III - Senior Project Engineer	\$ 205.00
16	Engineer IV - Senior Project Manager	\$ 218.00
17	Engineer V - Department Manager	\$ 272.00
18	Engineer VI - Principal Engineer*	\$ 279.00
19	Environmental Specialist	\$ 117.00
20	Intern	\$ 78.00
21	Project Coordinator	\$ 153.00
22	Right of Way I - ROW Technician	\$ 96.00
23	Right of Way II - Project Manager/Buying Agent	\$ 136.00
24	Right of Way III - Senior Project Manager	\$ 178.00
25	Surveyor I - Survey Technician I	\$ 89.00
26	Surveyor II - Survey Technician II	\$ 93.00
27	Surveyor III - Party Chief I	\$ 140.00
28	Surveyor IV - Party Chief II	\$ 158.00
29	Surveyor V - Project Surveyor	\$ 175.00
30	Surveyor VI - Construction Survey Manager	\$ 206.00
31	Surveyor VII - Design Survey Manager	\$ 247.00
32	Utility Coordinator I	\$ 86.00
33	Utility Coordinator II	\$ 196.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.
4. Per Diem expense will be \$41.00 per night per individual.
5. Mileage Rates will be \$0.585 per mile (Federal Mileage Rate)
6. Unmanned Aircraft System (UAS/Drone) Rate will be \$225.00 per hour in 2022 and \$250.00 per hour in 2023.

SYCAMORE GLEN DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of September ___, 2022, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and CORONADO DEVELOPMENT CORPORATION an Indiana corporation (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

RECITALS

1. The Developer has proposed a 31-lot subdivision that will construct a public roadway with access via 159th Street (the “**Project**”). The Developer is required to follow the City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards for the Project, which include constructing an acceleration and deceleration lane at the subdivision entrance and resurfacing 159th Street 50’ past the end of each taper. 159th Street was recently resurfaced by the Bent Creek development project on the north side of 159th Street through the limits of the resurfacing that would otherwise be required by this Project. The City has agreed to not require the resurfacing requirements of the Project entrance provided the Developer pays a fee to the City in-lieu of resurfacing.

2. The City is willing to permit the development of the Project under certain conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I **Term**

This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate upon completion of the Project.

ARTICLE II **Covenants of Parties**

- 2.1 Developer shall construct the roadway improvements as shown the Sycamore Glen approved construction documents.
- 2.2 Developer shall contribute \$34,000.00 to the Westfield Road Impact Fee Fund for future roadway improvement projects.
- 2.3 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

ARTICLE III

Miscellaneous

- 3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.
- 3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an "independent contractor" with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.
- 3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.
- 3.5 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City: City of Westfield, Indiana
Westfield City Hall
130 Penn Street
Westfield, Indiana 46074
Attn: Michael Pearce, Assistant City Engineer

With a copy to: Taft Law

One Indianapolis Square, Suite 3500
Indianapolis, Indiana 46204
Attn: Manny Herceg

To the Developer: Coronado Development Corporation
8425 Woodfield Crossing Blvd.
Indianapolis, IN 46240
Attn: Keith Blais

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 7.6.

- 3.6 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 3.7 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 3.8 **No Waiver.** Neither failure nor delay on the part of the City or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.
- 3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.
- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other

such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.

- 3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
- 4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.
- 3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.16 **Indemnification.**

- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
 - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

- 3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force

Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

- 3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

"DEVELOPER"

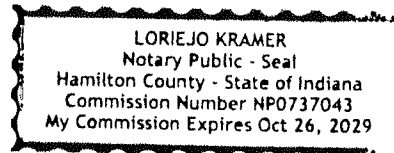
CORONADO DEVELOPMENT CORP.
an Indiana limited liability corporation

By: Martin S. Shore

Printed: MARTIN S. SHORE

Title: PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)



Before me, a Notary Public in and for the State of Indiana, personally appeared Sept, the 22 of 2022, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 22 day of Sept, 2022.

My Commission Expires:

Oct 26, 2029

My County of Residence:

Hamilton

Loriejo Kramer
NOTARY PUBLIC

Loriejo Kramer
Printed

“CITY”

CITY OF WESTFIELD

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2022 .

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

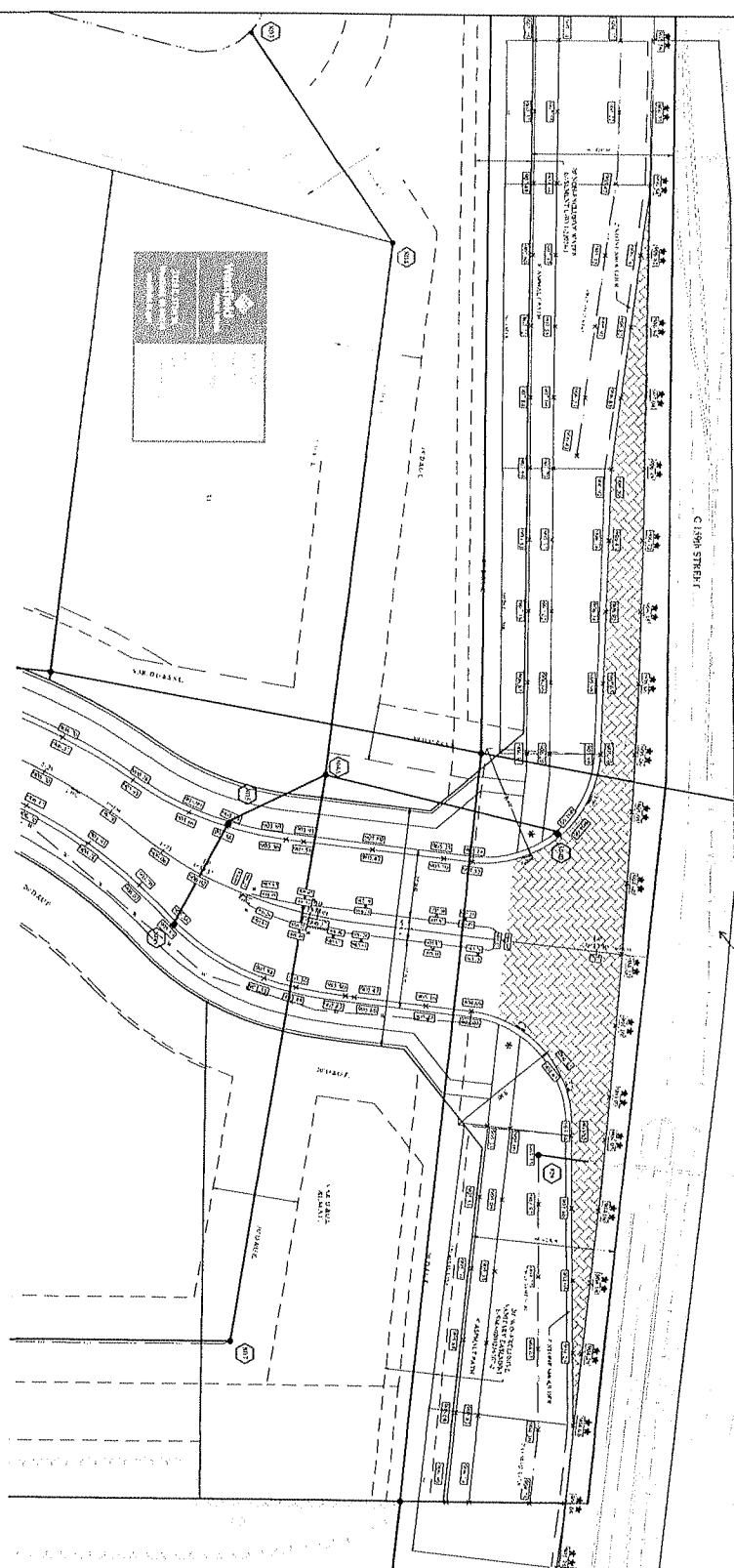
Printed

This instrument prepared by Michael Pearce, City of Westfield, 2706 E 171st St,
Westfield, Indiana, 46074.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Michael Pearce.*

Exhibit A

Approximate limits of resurfacing required per City of Westfield Standards



1. MIND YOUR OWN BUSINESS. DON'T INTERFERE WITH ANYONE ELSE'S BUSINESS.
2. LITTL'Y CROSSING BUREAU: AVOID OPEN CONFLICT.
3. LITTL'Y COMBAT: COMPLETELY FREE ACCELERATION AND DRILLING. LANDS INCLUDE RECONSTRUCTION, ETC.
4. ALL BLOKS MUST BE USED TO BUILD STRONG STONES. BUILDING SMALL CITIES.

- [illegible]

**Know what's below.
Call before you dig.**

INTERSECTION PLAN AND DETAILS

HAMILTON COUNTY, INDIANA



STOEPPELWERTH

ALWAYS ON
2965 E. 196th Street, Fishers, IN 46038-2505
phone: 317.849.5933 fax: 317.849.5947

THIS DRAWING IS NOT INTENDED TO BE
REPRESENTED AS A REFRACMENT OR
ORIGIN OF INFORMATION. IT IS A
SURVEY OR A SURVEYOR'S STATEMENT
REPORT.

CERTIFICATE: 05/04/21

David J. Stapp



01/24/22	REVISED PER CFC COMMENTS	JAW
08/08/22	REVISED PER TFC COMMENTS	JAW
07/28/22	REVISED PER EAC COMMENTS	JAW
06/21/22	REVISED PER TW COMMENTS	JAW

Exhibit B

\$ 34,000.
IMPACT FEE TO BE
PAID TO WESTFIELD.
MS
9-12-22

Proposal

September 6, 2021

To: Coronado Development Corporation / Sycamore Glen, LLC

Attn: Martin Short, President CDC/SG, LLC

From: Denali Construction and Excavation, LLC

EM: Jay@DenaliConstructionCo.com

Project: 159th Street Mill and Resurface (Entry 159th 300/24

+++++

Provide Material and Equipment to mill and resurface approx. 12,000 SF.

Westfield Standards 1.5"

NO TRAFFIC CONTROL OR BARRICADES

No Tax

No Striping

This estimate is for determination of Impact Fee Payment.

Est. Cost: \$34,000.00

+++++

Acceptance: Martin Short CDC

Date: 9-12-22

SYCAMORE GLEN LLC
1730 E 156TH ST. P.O. BOX 647
CARVEL, IN 46033-9488
WESTFIELD, IN 46074

71-65/749

112

DATE 9-22-2022

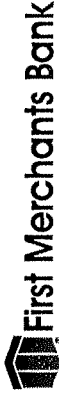
MP

PAY TO THE ORDER OF \$34,000.⁰⁰

Thirty Four Thousand & 00/100 Dollars

Heat
Reactive
Ink

SECURE GRAPHIC SECURITY



www.firstmerchants.com
SYCAMORE GLEN IMPACT FEE
MEMO PER AGREEMENT SIGNED 9-22-22.

Martin Short

MP

⑆074900657⑆0101251462⑆0112

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Hand Delivered
Payment on
9-22-22 By
MS

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- **CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

**Please contact Hunter Pflugh at 463-206-0105 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

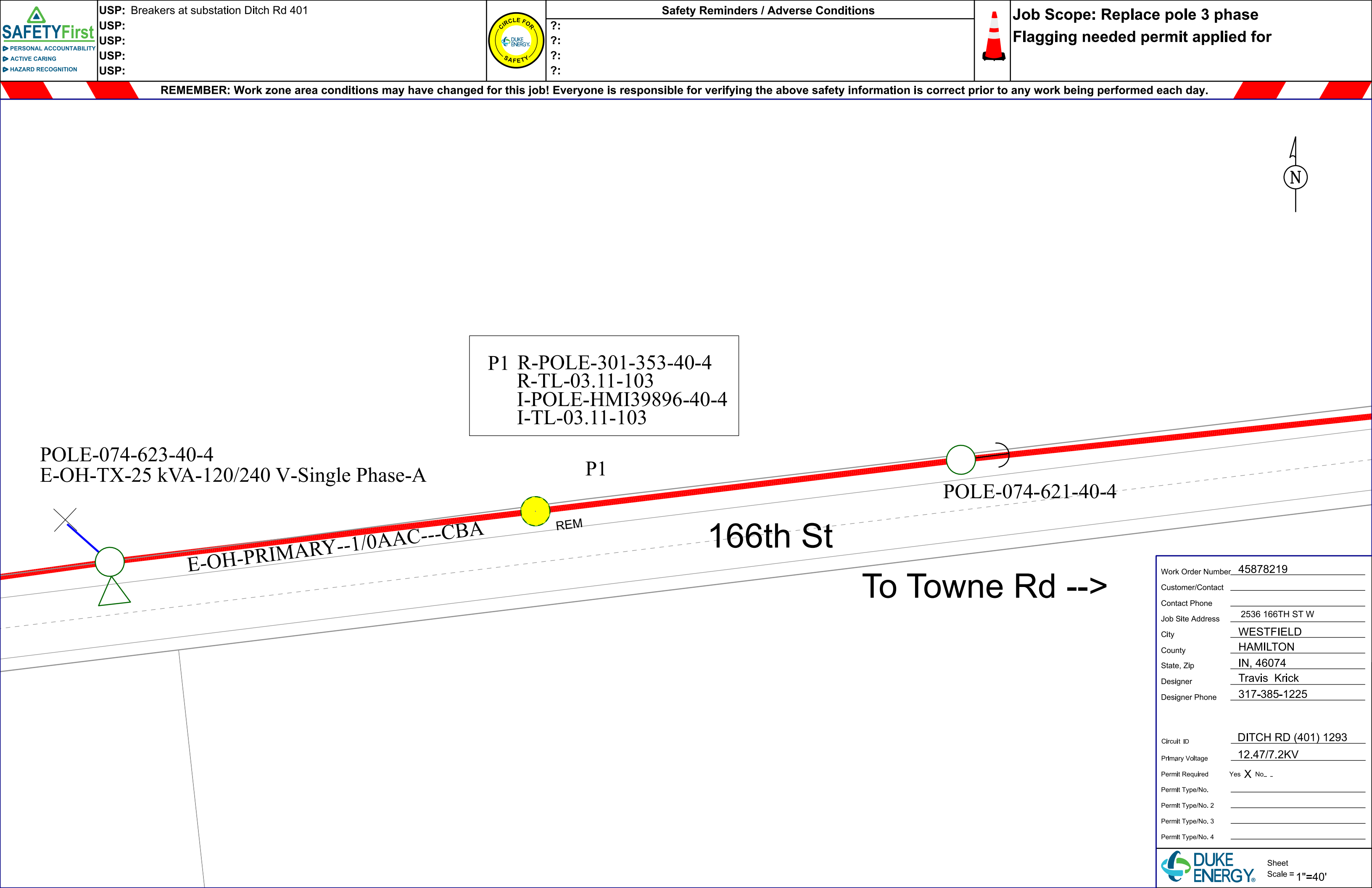
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved



ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- **CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

**Please contact Hunter Pflugh at 463-206-0105 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
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6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
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8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
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11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved

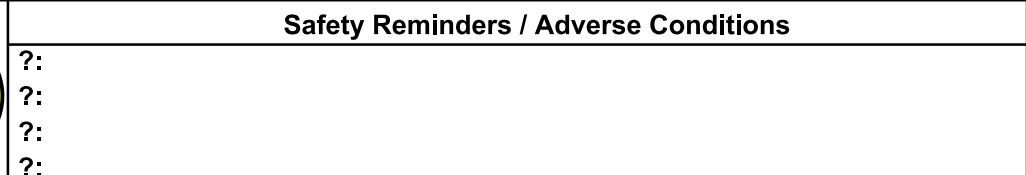
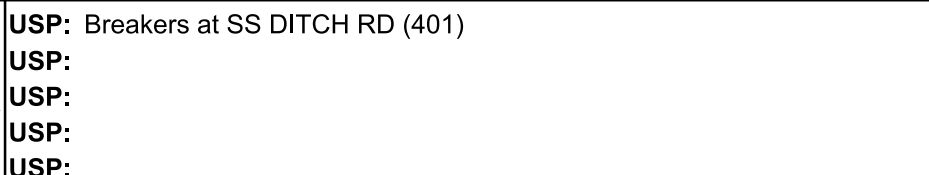


Diagram illustrating a power line installation project. The main line is labeled "Joliet Rd" and "To SR-32 -->". The line is marked with poles and equipment:

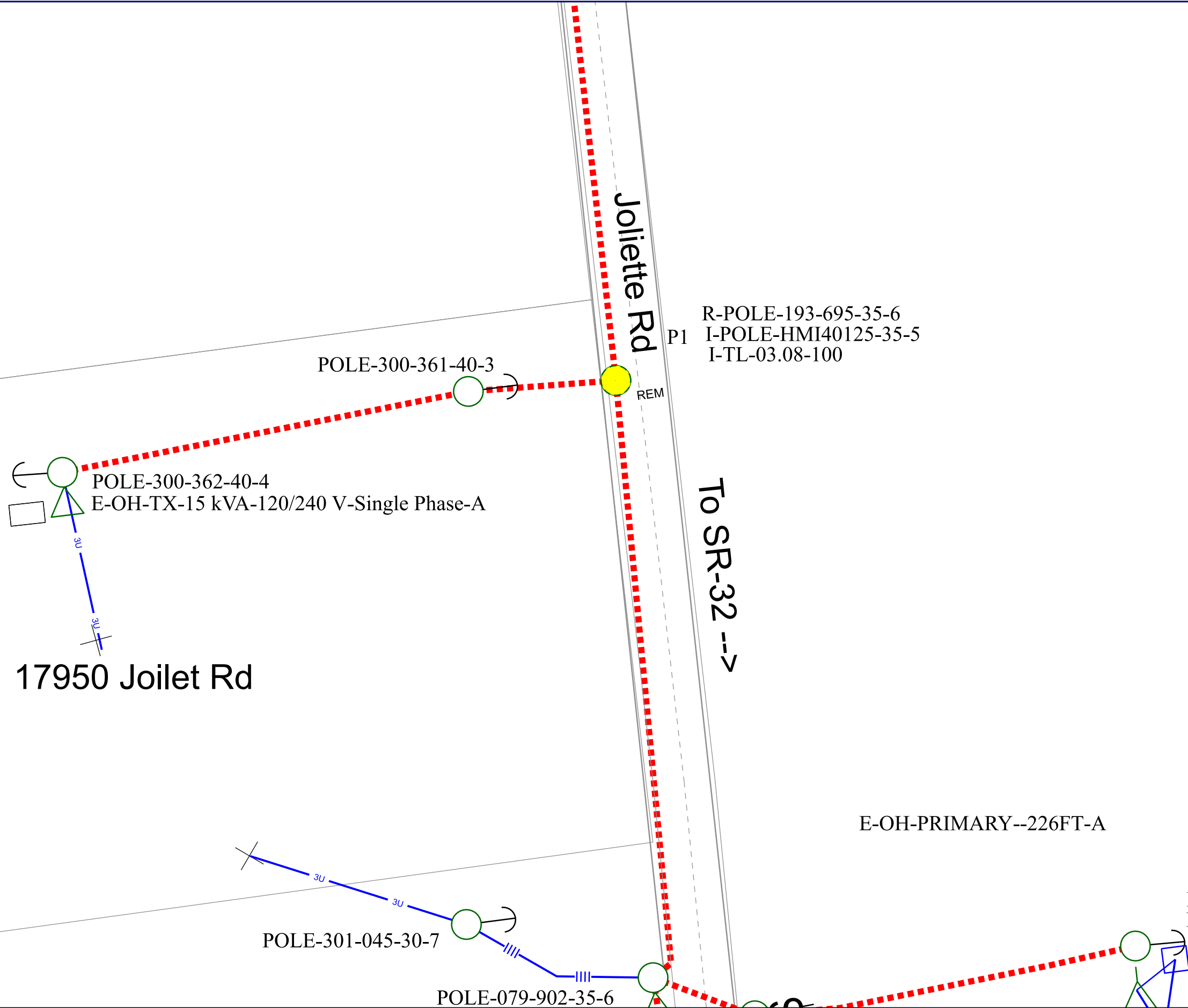
- POLE-300-361-40-3
- POLE-300-362-40-4 (E-OH-TX-15 kVA-120/240 V-Single Phase-A)
- POLE-301-045-30-7
- POLE-079-902-35-6
- POLE-193-695-35-6 (I-POLE-HMI40125-35-5, I-TL-03.08-100)

The diagram also shows a transformer and a line labeled "17950 Joilet Rd". The line is marked with "3U" and "E-OH-PRIMARY--226FT-A".

Work Order Number	46054258
Customer/Contact	
Contact Phone	
Job Site Address	18019 JOLIET RD
City	SHERIDAN
County	HAMILTON
State, Zip	IN, 46069
Designer	Travis Krick
Designer Phone	317-385-1225
Circuit ID	DITCH RD (401) 1290
Primary Voltage	12.47/7.2KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

DUKE ENERGY

Sheet Scale = 1"=50'



Work Order Number	46054258
Customer/Contact	
Contact Phone	
Job Site Address	18019 JOLIET RD
City	SHERIDAN
County	HAMILTON
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Designer	Travis Krick
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Primary Voltage	12.47/7.2KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Westfield Board of Public Works & Safety

Meeting 2023 Schedule

Monthly Meeting Date	Deadline to Submit Agenda items
----------------------	---------------------------------

January 25, 2023	January 18, 2023
------------------	------------------

February 22, 2023	February 15, 2023
-------------------	-------------------

March 22, 2023	March 15, 2023
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*April 26, 2023	April 19, 2023
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May 24, 2023	May 17, 2023
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June 28, 2023	June 21, 2023
---------------	---------------

July 26, 2023	July 19, 2023
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August 23, 2023	August 16, 2023
-----------------	-----------------

September 27, 2023	September 20, 2023
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*October 25, 2023	October 18, 2023
-------------------	------------------

*November 15, 2023	November 8, 2023
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*December 13, 2023	December 6, 2023
--------------------	------------------

Meetings are held at the Westfield City Hall, Assembly Room, 130 Penn Street, Westfield, IN 46074. They are the 4th Wednesday of each month and begin at 1:00 pm.

*Special dates due to the holiday schedule.

*Different locations due to early voting.



Fire Incident Summary Report

Print Date/Time: 12/05/2022 09:41

Login ID: rgaylor

Station:

Incident Type(s): All

From Date: 11/01/2022

To Date: 11/30/2022

Location: All

Westfield Fire Department

FDID Number: 29010

General Information

Total Number of Calls	Fire:	13	EMS:	271	Unknown:	0	All:	432
Average Calls per Day	Fire:	0.45	EMS:	9.34	All:	14.90		
Total Number of Arson Calls	All:	1						
Estimated Dollar Loss	Fire:	\$23,500.00	Other:	\$0.00	All:	\$23,500.00	Arson:	\$0.00
Estimated Value	Fire:	\$1,050,000.00	Other:	\$0.00	All:	\$1,050,000.00	Arson:	\$0.00
Percentage Saved	Fire:	9,800.00%	Other:	0.00%	All:	9,800.00%	Arson:	0.00%
Total Injuries	Fire Service:	4	Civilian Fire:	0	EMS:	2	Arson:	0
Total Fatalities	Fire Service:	0	Civilian Fire:	0	Arson:	0		
Total Apparatus Responses	All:	891						
Average Responses per Day	All:	14.90						
Average Apparatus per Call	Fire:	4.38	EMS:	2.06	All:	2.06		
Average Turnout Time	All:	00:01:33						
Average Response Time	All:	00:05:02						
Average Contain Time	All:	01:03:07						
Average Total Time	All:	00:39:20						
Average Personnel per Call	Fire:	10.31	EMS:	5.23	All:	5.20		
Total Aid Given Calls	All:	21						
Total Aid Received Calls	All:	42						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	13	00:06:21	0
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	271	00:05:01	9
400 - 499 Hazardous Conditions(No Fire)	17	00:07:12	0
500 - 599 Service Call	44	00:06:10	11
600 - 699 Good Intent Call	45	- 00:03:09	0
700 - 799 False Alarm AND False Call	40	00:07:04	1
800 - 899 Severe Weather & Natural Disaster	1	00:09:50	0
900 - 999 Special Incident Type	1	00:11:58	0

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	3	0	7
113 113 Cooking fire, confined to container	2	0	0
130 130 Mobile property (vehicle) fire, other	1	0	2
132 132 Road freight or transport vehicle fire	1	0	0
140 140 Natural vegetation fire, other	1	0	0
150 150 Outside rubbish fire, other	1	0	0
151 151 Outside rubbish, trash or waste fire	2	0	0
160 160 Special outside fire, other	1	0	0
161 161 Outside storage fire	1	0	0



Fire Incident Summary Report

Print Date/Time: 12/05/2022 09:41

Login ID: rgaylor

Station:

Incident Type(s): All

From Date: 11/01/2022

To Date: 11/30/2022

Location: All

Westfield Fire Department

FDID Number: 29010

311 311 Medical assist, assist EMS crew	3	0	2
320 320 Emergency medical service, other (conversion only)	14	1	0
321 321 EMS call, excluding vehicle accident with injury	238	7	22
322 322 Motor vehicle accident with injuries	7	0	2
324 324 Motor vehicle accident with no injuries.	7	0	1
353 353 Removal of victim(s) from stalled elevator	1	0	0
381 381 Rescue or EMS standby	1	1	0
412 412 Gas leak (natural gas or LPG)	6	0	0
424 424 Carbon monoxide incident	3	0	0
440 440 Electrical wiring/equipment problem, other	1	0	0
444 444 Power line down	4	0	0
445 445 Arcing, shorted electrical equipment	3	0	0
511 511 Lock-out	2	0	0
522 522 Water or steam leak	1	0	1
550 550 Public service assistance, other	6	0	0
551 551 Assist police or other governmental agency	11	11	1
553 5531 Public Service - Community Paramedicine	2	0	0
553 553 Public service	3	0	0
554 554 Assist invalid	14	0	0
561 561 Unauthorized burning	4	0	0
571 571 Cover assignment, standby, moveup	1	0	1
611 611 Dispatched & canceled en route	28	0	0
622 622 No incident found on arrival at dispatch address	10	0	2
651 651 Smoke scare, odor of smoke	4	0	0
671 671 HazMat release investigation w/no HazMat	3	0	0
721 721 Bomb scare - no bomb	1	0	0
733 733 Smoke detector activation due to malfunction	2	0	0
735 735 Alarm system sounded due to malfunction	6	1	0
736 736 CO detector activation due to malfunction	4	0	0
740 740 Unintentional transmission of alarm, other	4	0	1
743 743 Smoke detector activation, no fire - unintentional	4	0	0
744 744 Detector activation, no fire - unintentional	3	0	0
745 745 Alarm system activation, no fire - unintentional	14	0	0
746 746 Carbon monoxide detector activation, no CO	2	0	0
813 813 Wind storm, tornado/hurricane assessment	1	0	0
911 911 Citizen complaint	1	0	0

Total Calls By Property Use

Count

Arson



Fire Incident Summary Report

Print Date/Time: 12/05/2022 09:41
Login ID: rgaylor
Station:
Incident Type(s): All

From Date: 11/01/2022
To Date: 11/30/2022
Location: All

Westfield Fire Department
FDID Number: 29010

Total Calls By Station	Count	Aid Given
381	173	8
382	159	11
383	96	2

Total Calls By Shift	Count
A-shift	143
B-shift	131
C-shift	158

Apparatus Totals	Responses	Average per Day
Apparatus		
BAT308	28	0.97
C81	1	0.03
C82	2	0.07
C83	2	0.07
C84	3	0.10
C86	3	0.10
C88	3	0.10
C881	2	0.07
E381	165	5.69
E382	135	4.66
E383	106	3.66
EDO308	54	1.86
L381	62	2.14
M381	143	4.93
M382	124	4.28

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

November 2022

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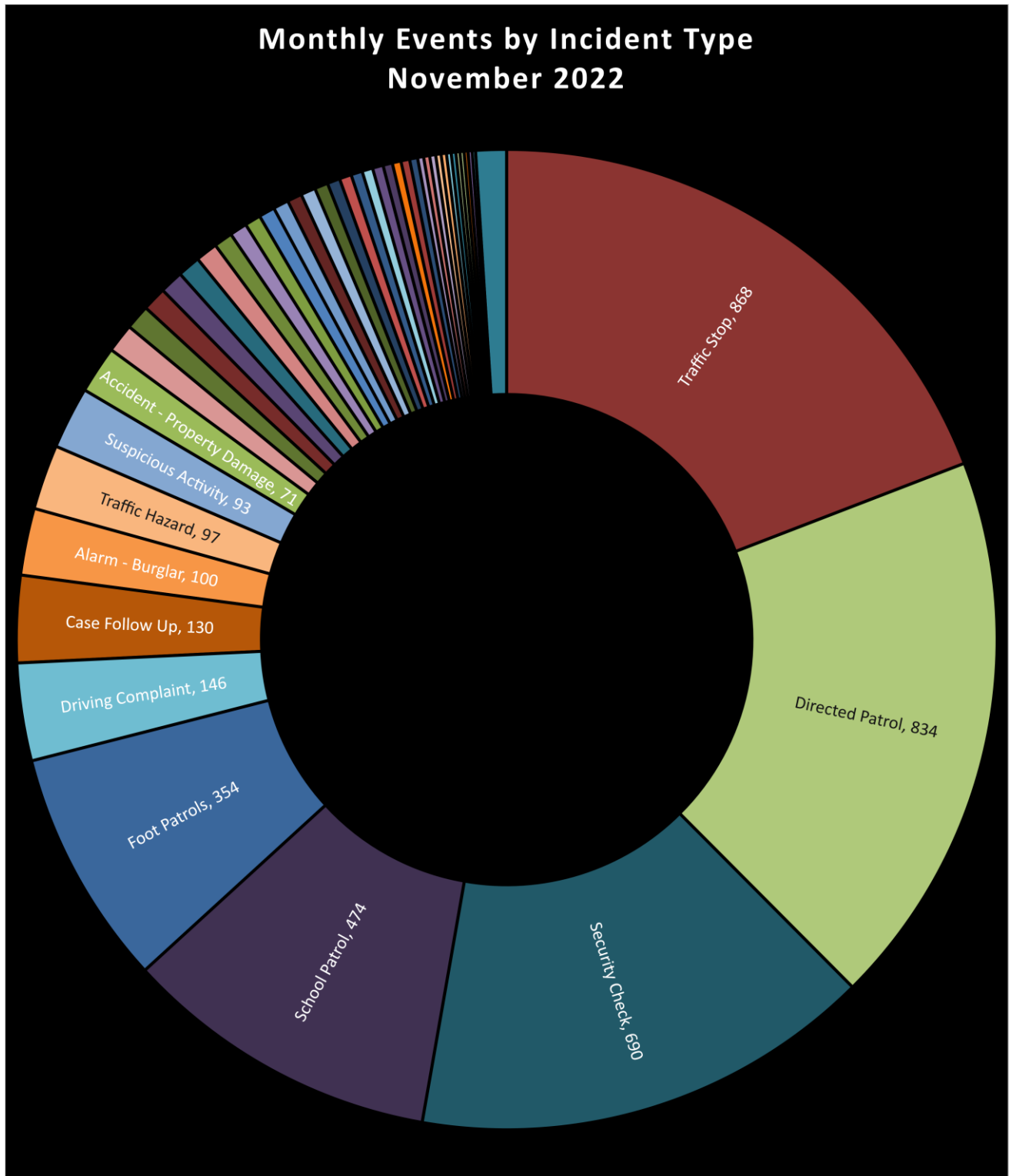
Westfield Police Department

November 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	24	Investigative Stop	2
Abandoned Vehicle	3	Juvenile Complaint	22
Abandonment	0	K9 Detail	1
Abuse / Neglect	4	Kidnapping	0
Accident - Hit & Run PD	18	Lock Out	43
Accident - Hit & Run PI	0	Loud Party	0
Accident - Other	0	Mental Emotional - Violent	6
Accident - Property Damage	71	Mental Emotial/Suicide Attempt	0
Accident - Personal Injury	6	Mental Person	9
Accident - Sinking Vehicle	0	Miscellaneous	16
Accident - Unknown	5	Missing Person	8
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	1	Nuisance	2
Alarm - Vehicle	2	Ordinance Misc.	19
Alarm - Burglar	100	Parking Complaint	22
Alarm - Hold Up	12	Physical Disturbance	20
Animal Bite / Attack	2	Product Contamination	0
Animal Complaint	36	Reckless Activity	1
Assist Fire	37	Road Rage	4
Assist Other Department	14	Robbery	0
Assist Public	34	Runaway	2
Battery	4	School Patrol	474
Bike Patrol	0	Security Check	690
Bomb Device Found	0	Sex Offense	6
Bomb Threat	1	Shooting	0
Burglary	3	Solicitor	1
Carjacking	0	Special Detail	1
Case Follow Up	130	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	23	Suspicious Activity	93
Criminal Mischief	9	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	1	Test	0
Directed Patrol	834	Theft	33
Disturbance	26	Theft - From a Vehicle	6
Domestic	0	Theft - of a Vehicle	3
Driving Complaint	146	Theft Shoplifter	0
Drug Complaint	8	Threat to Life	9
Drug Lab	0	Threatening Suicide	7
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	97
Fight	0	Transport	0
Firearms Shots Fired	2	Trespassing	17
Foot Patrols	354	Traffic Stop	868
Found / Lost Property	13	Unknown Call for Police	0
Found Person	1	VIN Check	28
Fraud Prescription	0	Wanted	2
Fraud / Deception	24	Warrant Service	2
Harassment	16	Weapons Complaint	1
Intoxicated Person	7	Welfare Check	35
Investigation	13	Total	4534

Westfield Police Department
November 2022

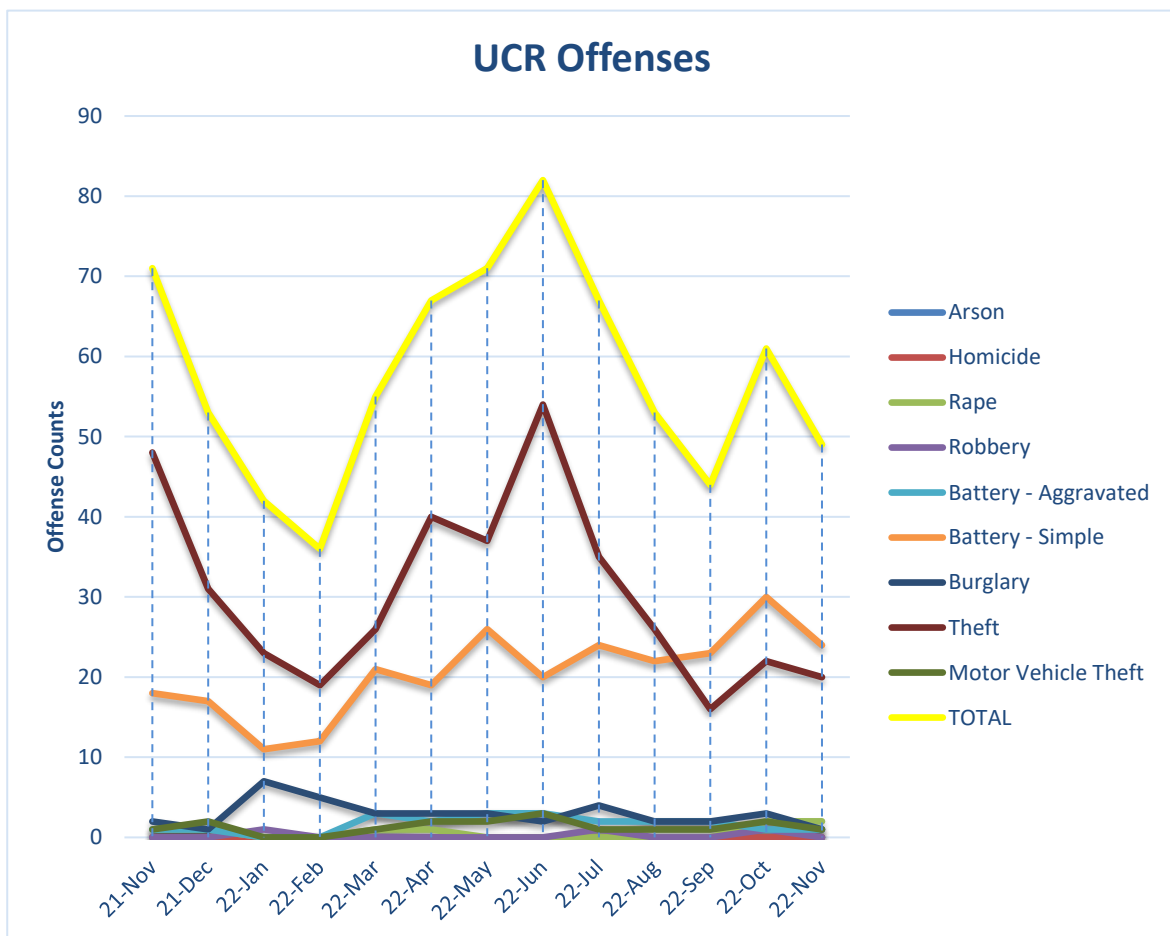


Westfield Police Department

November 2022

UCR OFFENSES

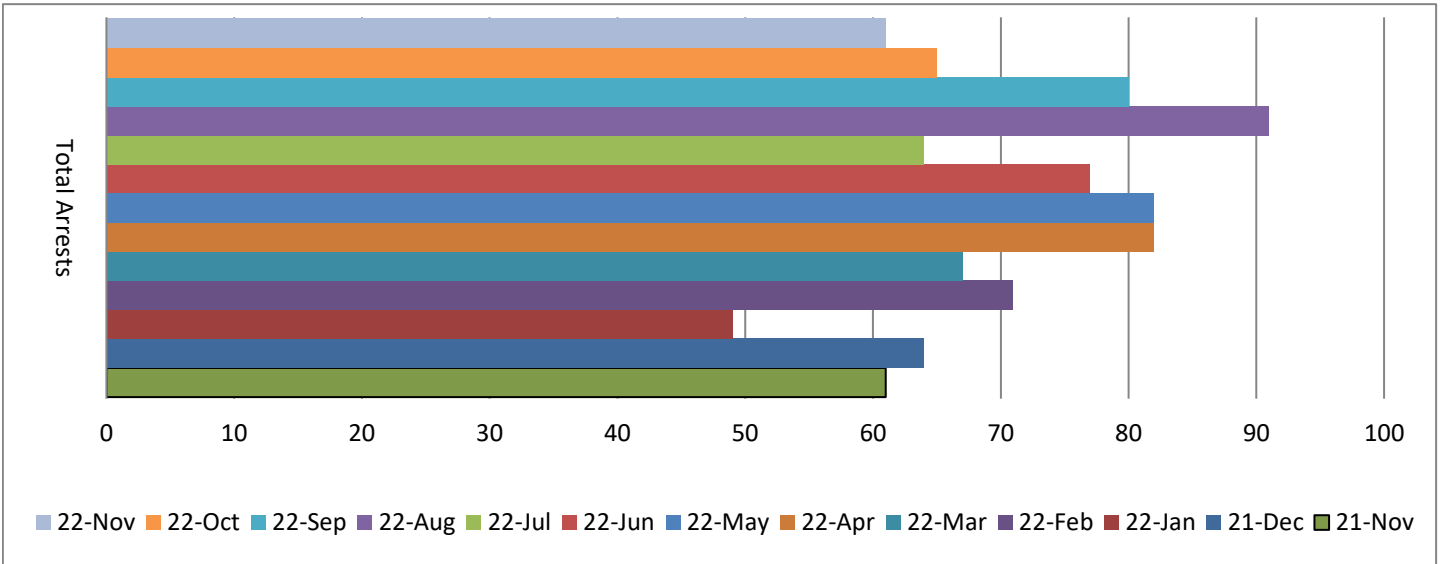
OFFENSE	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	1	0	0	1	1	0	0	0	0	0	2	2
Robbery	0	0	1	0	0	0	0	0	1	0	0	1	0
Battery - Aggravated	1	1	0	0	3	2	3	3	2	2	2	1	1
Battery - Simple	18	17	11	12	21	19	26	20	24	22	23	30	24
Burglary	2	1	7	5	3	3	3	2	4	2	2	3	1
Theft	48	31	23	19	26	40	37	54	35	26	16	22	20
Motor Vehicle Theft	1	2	0	0	1	2	2	3	1	1	1	2	1
TOTAL	71	53	42	36	55	67	71	82	67	53	44	61	49



Westfield Police Department

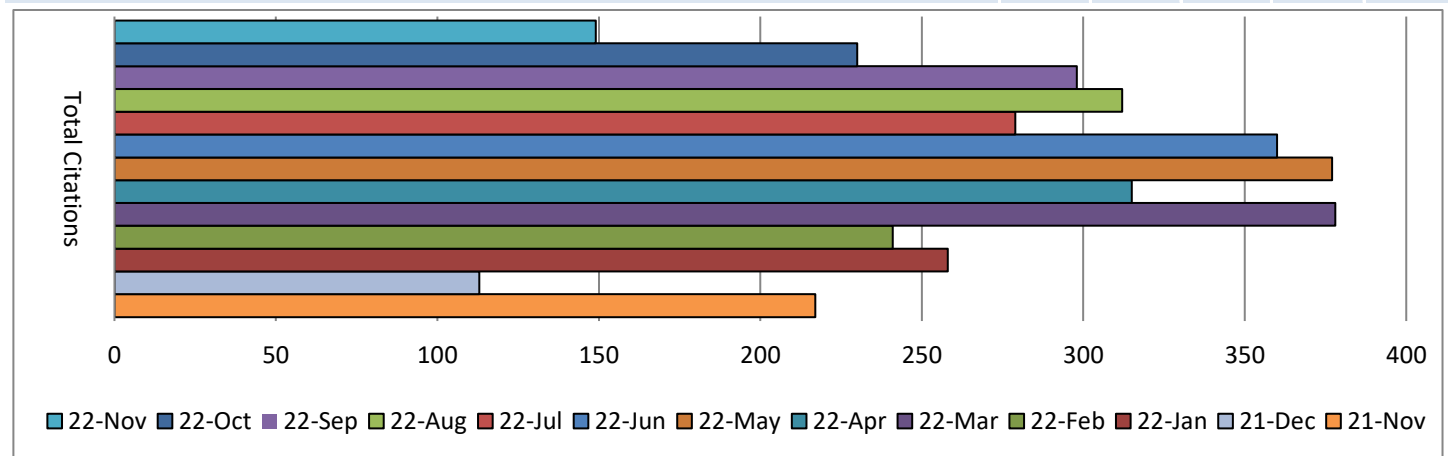
November 2022

Arrest Reports Taken	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov
Alcohol/ Drug Related	22	28	25	33	26	28	36	39	22	35	28	21	23
Felony Charges	34	26	15	25	24	31	46	41	37	60	37	20	31
Misdemeanor Charges	74	75	67	92	80	95	99	100	68	114	101	85	83
Total Arrests	61	64	49	71	67	82	82	77	64	91	80	65	61



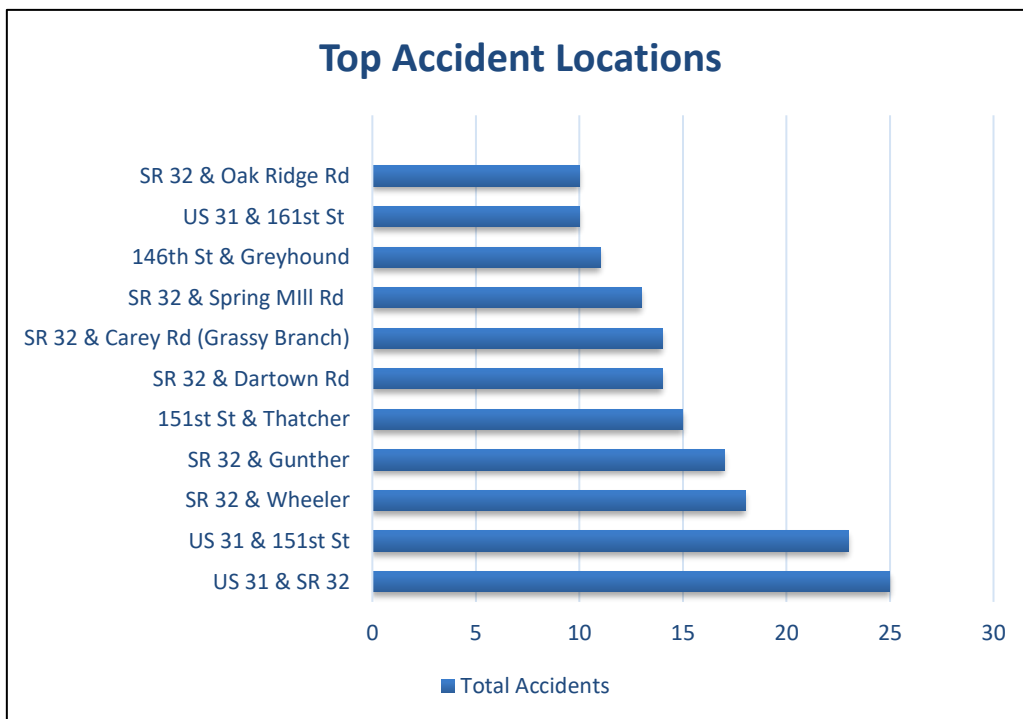
Traffic	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov
Total Citations	217	113	258	241	378	315	377	360	279	312	298	230	149
Total Written Warning	1161	788	1225	1225	1476	1178	1309	1218	1090	1442	1264	977	889
Total Traffic Accidents	81	84	75	81	62	61	63	96	76	84	70	92	61
Property Damage	76	77	75	68	55	53	55	88	70	69	61	80	54
Personal Injury	5	7	0	13	7	8	8	8	6	15	9	12	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	6	8	10	10	7	6	4	14	9	5	6	7	9

*numbers included in property damage, personal injury, and fatality accidents



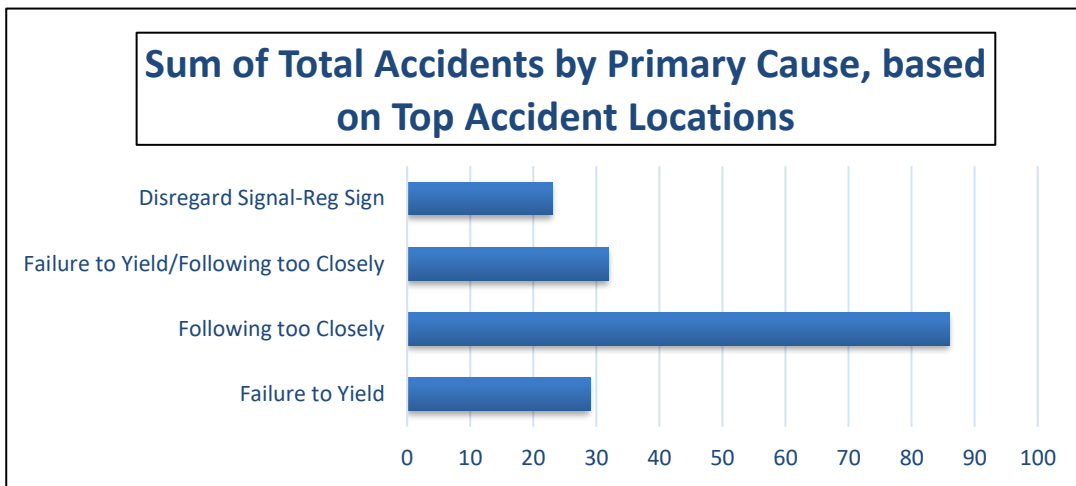
Westfield Police Department
November 2022

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	25	Following too Closely
US 31 & 151st St	23	Disregard Signal-Reg Sign
SR 32 & Wheeler	18	Failure to Yield/Following too Closely
SR 32 & Gunther	17	Following too Closely
151st St & Thatcher	15	Failure to Yield
SR 32 & Dartown Rd	14	Failure to Yield/Following too Closely
SR 32 & Carey Rd (Grassy Branch)	14	Failure to Yield
SR 32 & Spring Mill Rd	13	Following too Closely
146th St & Greyhound	11	Following too Closely
US 31 & 161st St	10	Following too Closely
SR 32 & Oak Ridge Rd	10	Following too Closely



Westfield Police Department
November 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	29
Following too Closely	86
Failure to Yield/Following too Closely	32
Disregard Signal-Reg Sign	23



Westfield Police Department
November 2022

Community Events

Central Indiana Police Foundation Breakfast

Citizens Academy



December 21, 2022

Consent Agenda Item:

Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171173, \$19,381.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171174, \$465,773.00, Asphalt Street
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171175, \$429,675.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171176, \$73,305.00, Concrete Curb
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 8, Bond #30171177, \$65,249.00, Asphalt Path
- L.D. Huff Construction, Inc., Goodwill, Bond #196470P, \$23,775.00, Erosion Control
- L.D. Huff Construction, Inc., Goodwill, Bond #196470Q, \$27,863.00, ROW
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Monon Corner, Section 3, Bond #47SUR300214010459, \$146,534.41, Erosion Control
- Cornerstone Medical Construction, LLC, Ortho Indy, Phase 2, Bond #NIN2345, \$26,620.00, Demolition, Erosion Control, & Storm Drainage
- Meyer Najem Construction, LLC, Washington Westfield Public Library, 17400 Westfield Blvd., Bond & Rider #K41540904, \$488,857.60, Storm Sewer & Erosion Control
- Lennar Homes of Indiana, Aberdeen, Section 1, Bond #30176830, \$67,320.00, Common Area Sidewalks
- Lennar Homes of Indiana, Aberdeen, Section 1, Bond #30176831, \$203,374.00, Asphalt Path
- Lennar Homes of Indiana, Aberdeen, Section 1, Bond #30176832, \$1,218,610.00., Asphalt Streets
- Lennar Homes of Indiana, Aberdeen, Section 1, Bond #30176833, \$1,962,858.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Aberdeen, Section 1, Bond #30176835, \$172,330.00, Concrete Curbs
- Platinum Properties Management Company, LLC, Lancaster Amenity Area, Bond #4172284, \$15,014.19, Erosion Control
- BW Construction, LLC, Grand Millennium, Phase 1 Infrastructure, Bond #7901044631, \$412,278.00, Streets, Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Chick-fil-A, Inc., #04673, 763 E. Tournament Trail (Wheeler Landing), Bond #016230826, \$27,784.35, Streets/Curbs, Sidewalk, & Erosion Control
- Shelton Cove Development, LLC, Shelton Cove, Section 3, Bond #1155637, \$24,885.14, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond #268015594, \$66,374.00, Asphalt Paths
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond #59BSBIP3081, \$65,181.54, ROW Improvements

Maintenance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Chick-fil-A, Inc., #04673 Wheeler Landing Location, Bond & Rider #016237771, \$2,364.50, Streets, Sidewalk, & Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek Pedestrian Bridge Along Towne Road, Bond #30172650, \$4,591.50
- Midwest Paving, LLC, Kimblewick, Section 3, Bond #MNT7669342, \$13,155.55, ROW Improvements & Asphalt Paths

Maintenance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Maintenance Bonds for the requested developments:

- **NONE**

Letter of Credit Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Letter of Credit for the requested developments:

- **NONE**