



City of Greencastle
Board of Works
Regular Session
Mikayla Johnson - Clerk Treasurer

November 6, 2025 | 4:30 PM
City Hall
One North Locust Street, P.O. Box 607
Greencastle, Indiana 46135

AGENDA

- I. Call to Order; Roll Call**
 - II. Old Business**
 - III. New Business**
 - A. My Wellness Putnam County Agreement
 - B. Contract for Services with The Etica Group, Inc.
 - IV. Adjournment**
-

House Enrolled Act No. 1509

<u>Officer's Name</u>	<u>Appointing Authority</u>	<u>Term of Appointment</u>
Thom Morris	Mayor	01/01/2025 - 12/31/2025
Trudy Selvia	Mayor	01/01/2025 - 12/31/2025

Persons who require assistance or need information regarding access to the meeting and the availability of special facilities are requested to telephone Laurie Hardwick, ADA Coordinator, at (765) 655-2301 or (765) 653-3100, at least three days in advance of the meeting.



Department Report

MEETING DATE

November 6, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. PCH Clinic-Final

My Wellness Putnam County Agreement

Near Site Clinic

This My Wellness Putnam County Program Agreement (“**Agreement**”), is entered by and between Putnam County Hospital, D/B/A, My Wellness Putnam County, (“**Putnam County Hospital**”), and City of Greencastle, by and through its Board of Public Works and Safety (“**Client**”). My Wellness Putnam County and Client are sometimes referred to individually as (“**Party**”) and collectively as (“**Parties**”).

Witnesseth

WHEREAS, Client and Putnam County Hospital mutually desire to enter into this Agreement pursuant to which (i) Putnam County Hospital shall provide comprehensive preventative, screening, wellness and acute services to eligible employees and dependents of Client and (ii) Client shall pay Putnam County Hospital for providing such medical services to its eligible employees and their dependents a fixed fee per eligible employee per month.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings ascribed thereto:
 - a. “**Covered Medical Services**” means the medical visit for medical services, including certain prescriptions and lab tests as identified in Exhibit A, Exhibit B and Exhibit C provided at a Designated Putnam County Hospital Location. The medical visit can include standard comprehensive preventative, screening, wellness and acute services, prescription drugs and lab tests.
 - b. “**Eligible Employee**” means an employee of Client that is eligible to participate in the My Wellness Putnam County program and elects to participate in the My Wellness Putnam County program.
 - c. “**Covered Persons**” means either an Eligible Employee and/or an Eligible Dependent.
 - d. “**Designated Putnam County Hospital Location**” means one of the Putnam County Hospital locations identified on Exhibit E.
 - e. “**Eligible Dependent**” means spouses, children and other family members who are eligible by virtue of their relationship with Client who are not under the age of eighteen months old and are identified on the covered person list provided by Client.
2. Covered Person List. Client must provide Putnam County Hospital with a list of Covered Persons (“**Covered Person List**”) and shall be responsible for updating the covered persons list monthly or as needed and providing such other information as Putnam County Hospital may reasonably need for purposes of this Agreement. Client shall work with Putnam County

Hospital to develop a mutually acceptable process that is minimally burdensome to both Parties to add and remove individuals from the list of Covered Persons that shall be used by Putnam County Hospital. Client agrees that until it provides Putnam County Hospital with notice in accordance with the Identification Process that a person is no longer an Eligible Employee or Eligible Dependent, Client shall be responsible for the payment of \$68.00 per Eligible Employee per month that is billed by Putnam County Hospital in accordance with the Payment Procedure identified in #4 below.

3. Covered Medical Services. Putnam County Hospital, D/B/A, My Wellness Putnam County, shall provide Covered Medical Services at the Designated Locations identified in Exhibit E.

4. Payment Procedure.

- a. Client shall pay Putnam County Hospital \$68 monthly per Eligible Employee.
- b. The monthly invoice will be submitted to Client by the fifteenth day of the month, in accordance with Covered Persons List at the following address:

Clerk-Treasurer

City of Greencastle

PO Box 607

Greencastle, IN 46135

Or: ap@cityofgreencastle.com

- c. Client will arrange for the Payment to Putnam County Hospital for each month's Eligible Employees and dependents by the fifteenth day of each month.
Remittance should be sent to :

Billing Department

Putnam County Hospital

1542 S Bloomington St.

Greencastle, IN 46135

5. Medical Services Not Covered by This Agreement. In the event that Covered Person(s) request Putnam County Hospital My Wellness Putnam County Program, to perform other services not specifically covered by this Agreement listed in Exhibit B, which are standard comprehensive preventative, screening, wellness and acute services and those items listed in Exhibit A and Exhibit C and Exhibit D attached hereto, the services not covered will be submitted to the Client's insurer or third -party administrator for determination as to whether the services are a covered benefit per the Client's benefit plan. Services identified as not a covered benefit shall be billed to the patient.

6. Term. The term of this Agreement ("**Term**") shall consist of:

- a. The original term commencing on January 1, 2026, and ending December 31,

2026. (“**Original Term**”);

- b. Contract will automatically renew unless notified by Client by written notice at least 90 days prior to the end of the original and subsequent terms;
 - c. The Parties agree that the Agreement may be automatically renewed for a second term by Client with an increase in the fixed monthly fee of 2.5%
7. Termination. Client may terminate the agreement by written notice 90 days prior to the end of the original contract and subsequent terms. In the event Client (i) becomes insolvent or (ii) files bankruptcy, Putnam County Hospital shall have the right to terminate this Agreement immediately.
8. Effect of Termination. In the event of termination of this Agreement, Client shall not be released or relieved of its obligation to pay Putnam County Hospital for all invoices unpaid.
9. Confidential. Information disclosed by each Party which is strictly confidential and/or proprietary shall not be shared with any entity, individual, or person outside of the Parties involved without the express written consent of the other Party to this Agreement, except in circumstances deemed a legal requirement. Putnam County Hospital acknowledges that the Client is a municipality and is therefore subject to public record laws and that disclosure of this Agreement, invoices and other related documents are required under law
10. Independent Contractor. For purposes of this Agreement, Client and Putnam County Hospital are independent contractors. No agency, joint venture, partnership, or representation agreement is created by this contract.
11. Tax Advice. Client understands and agrees that Putnam County Hospital is not able to and will not provide tax advice to Client, its employees, their dependents with respect to the current or future tax laws’ application to this Agreement and their employees’ or dependents’ participation therein as a Covered Person (including, but not limited to, the ability to make or receive contributions to a health savings account in compliance with Section 223 of the Internal Revenue Code). The client has had the opportunity to seek its own independent tax advice concerning its participation in this Agreement, and the Client has decided to enter into this Agreement with full knowledge of the benefits and consequences. The Client shall advise Covered persons that are enrolled in a high deductible health Plan of the potential tax risk associated with participating in this Agreement, specifically the potential impact on tax advantaged contributions to a health savings account. In recognition that Putnam County Hospital has not provided tax advice to Client, Client hereby agrees to defend, indemnify and hold harmless Putnam County Hospital from any and all claims by a Covered person against Putnam County Hospital pertaining to the interaction of this Agreement with health savings accounts and /or tax consequences thereof.
12. Assignment. This Agreement shall not be assigned, subcontracted, delegated or transferred by Either party without the prior written consent of the other Parties.
13. Notices. Notices shall be written and shall be effective as follows: (i) upon delivery if personally delivered; or (ii) upon delivery if sent via certified mail or overnight courier

addressed as set forth below or to any other address specified in writing by a Party:

Notice to Client:

City of Greencastle
Clerk-Treasurer
P.O. Box 607
Greencastle, IN 46135

Putnam County Hospital My
Wellness Putnam County Program:

1542 S Bloomington St
Greencastle, IN 46135

14. Attorneys' Fees. In addition to any other right or remedy granted hereunder each party shall be entitled to recover from the other (the "**Defaulting Party**") reasonable attorneys' fees and court costs incurred by such Party in connection with the enforcement of its rights and remedies hereunder resulting from the default or breach of the Defaulting party.

15. Governing Law. This Agreement in all respects is to be interpreted and construed in accordance with and governed by the laws of the State of Indiana. The Parties hereto irrevocably consent to the jurisdiction and venue of either the state or federal courts serving Putnam County, Indiana with respect to any and all actions related to this Agreement or the enforcement hereof.

16. Execution and Enforceability of Agreement. Client and Putnam County Hospital represent and warrant to each other that (i) each is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms and (ii) this Agreement has been duly and validly executed and delivered and constitutes the legal, valid, binding and enforceable agreement of Client and Putnam County Hospital.

17. Amendment. This Agreement may not be amended, modified or waived in any manner except by an instrument in writing signed by both Parties to this Agreement.

18. Putnam County Hospital Responsibilities:

- a. PCH shall provide access to the facility for patient care for Client's eligible employees and eligible dependents during the hours and at the location listed herein.
- b. PCH shall be solely responsible for obtaining and maintaining the equipment that PCH determines is necessary for the provision of the Medical Services listed in Exhibit A.
- c. PCH shall obtain the supplies necessary the provision of the medical services for the operation of its facility set forth in Exhibit A, including pharmaceuticals, dressings, bandages, syringes, blood draw supplies and other related supplies.

19. Severability. If any provision hereof is declared invalid by a court of competent jurisprudence,

such provision shall be ineffective only to the extent of such invalidity, and the remainder of the provisions of this Agreement shall be valid and enforceable to the fullest extent permitted under law.

- 20. Force Majeure. Any failure by either party to perform its obligations hereunder, shall be deemed not to be a breach of this Agreement if such failure is caused by a condition beyond that party's reasonable control, including, but not limited to, an act of God, war, pandemic, terrorism, strike, fire, flood, natural disaster, governmental restriction, power failure, internet outages, or damage to or destruction of any computer or network facilities or services.

IN WITNESS THEREOF, the undersigned have executed this Agreement on the date(s) shown below:

Putnam County Hospital:

PUTNAM COUNTY HOSPITAL ALLIANCE, INC., D/B/A My Wellness Putnam County

BY: _____
Dennis Weatherford, Chief Executive Officer
Putnam County Hospital

DATE: _____

Client: City of Greencastle

BY: _____
Lynda Dunbar, Mayor

DATE: _____

Exhibit A – Medical Services

Primary Care/Acute Care
Flu/Strep Treatments
Strains and Sprains
Rashes, Bites, Stings, and Acne
Headaches, including migraines
High Cholesterol
Obesity
Hypothyroidism
Urinary Complaints/Vaginal Discharge
Osteoporosis
Minor Mental Health/Behavioral Health Conditions
Family Planning Advice and Prescriptions
Allergy Treatments
Minor Abrasion Treatments
Sports Exams and Physicals
Annual Exams
Joint Pain Assessment and Management
Sore Throat Treatment
Ear Infection Treatments
Injury Assessments
Comprehensive Primary Care Medical Visits
Upper and lower respiratory illnesses, including sinusitis, bronchitis, and asthma

Wellness Assessment and Counseling
Smoking Cessation Counseling
Nutritional and Lifestyle Counseling
Disease Management within Primary Care scope
Diabetic Monitoring and Management within Primary Care scope
Blood Pressure Monitoring and Management within Primary Care scope
Cardio monitoring within Primary Care scope
Approved Immunizations at an additional fee
Pharmacy Services using a formulary available for onsite and mail order medications

Other primary medical and lifestyle assessments and monitoring within the general primary care medical care environment.

Exhibit B – Excluded Medical Services

Except for the Covered Services expressly described herein, no other medical services of any kind shall be included under this Agreement. Without limiting the generality of the foregoing, the following services are specifically excluded from coverage:

Services specifically **exclude** the following:

- Injuries or medical conditions that may reasonably be considered eligible for coverage under Worker’s Compensation laws, or that relate to employment-based claims or benefits, including but not limited to matters involving the Family and Medical Leave Act (FMLA), shall be managed in accordance with applicable federal and state regulations and referred to the appropriate employer-designated provider or process, as required.
- Emergency Medical Services
- Primary management responsibility for patients with chronic pain syndromes requiring long-term opioid therapy, or for individuals with behavioral or mental health disorders that necessitate psychiatric or behavioral health intervention. Such patients shall be referred to the appropriate specialty providers or treatment programs for comprehensive evaluation and ongoing management.
- Dispensing of controlled substances of any kind (such as, narcotics, benzodiazepines, stimulant medications)
- Any medical condition or service that, in the reasonable professional judgment of the Provider, requires evaluation or treatment by a medical specialist or surgeon, or that falls outside the customary scope of a primary care practice—including, but not limited to, conditions presenting with moderate to severe chest pain, abdominal pain, or other symptoms necessitating advanced diagnostic or procedural intervention—shall be referred to an appropriate specialist or higher level of care.
- Advanced radiological imaging services, including but not limited to computed tomography (CT), magnetic resonance imaging (MRI), or ultrasound (US), or any other imaging modality beyond standard plain film X-rays. Patients requiring such diagnostic imaging shall be referred to an appropriate facility or provider for completion of these services.
- Management of complex medical issues: Patients presenting with complex medical conditions that necessitate a higher level of care, including but not limited to extended hours of operation or increased clinical staff support, shall be managed within a traditional office practice setting as deemed appropriate by the Provider. Notwithstanding the foregoing, patients whose conditions cannot be adequately managed within the clinic setting shall remain eligible to receive laboratory services and prescription medication dispensing, even in the absence of regular clinic visits. Upon resolution or stabilization of the complex medical condition(s), such patients may resume routine care and follow-up visits within the clinic setting.
- Obstetrical care, including prenatal, intrapartum, or postpartum management. Routine gynecologic screening services, such as Papanicolaou (PAP) smears, may be referred to an appropriate provider or specialist for completion.

Exhibit C – Prescription Drugs

The following list includes available medications covered under this agreement. This exhibit may be amended or expanded as clinically appropriate. Each medication is listed alphabetically for reference.

A

Alendronate	Acyclovir
Allopurinol	Albuterol Sulfate
Amlodipine Besylate	Amitriptyline
Amoxicillin/Clavulanate	Amlodipine Valsartan
Artificial Tears Solution	Amoxicillin
Atenolol	Aspirin
Augmented Betamethasone Dipropionate	Atorvastatin
Azithromycin	Azelastine
Acetaminophen	

B

Bacitracin Zinc	Bupropion
Benazepril	Baclofen
Benzonatate	Buspirone
Betamethasone	

C

Cefdinir	Carvedilol
Celecoxib	Cefuroxime
Cetirizine	Cephalexin
Chlorthalidone	Cholecalciferol
Ciclopirox	Ciprofloxacin
Citalopram Hydrobromide	Clindamycin
Clobetasol Propionate	Clonidine
Clopidogrel Bisulfate	Clotrimazole (LOTRIMIN)
Clotrimazole (MYCELEX)	Colchicine
Cyanocobalamin (Vitamin B-12)	Cyclobenzaprine

D

Diclofenac Potassium	Doxycycline Hyclate
Dicyclomine HCL	Duloxetine
Diltiazem	Diclofenac Sodium
Diphenhydramine	Diltiazem Hydrochloride
Donepezil	Doxazosin Mesylate
Doxazosin (CARDURA)	

E

Ear Drops	Erythromycin
Ergocalciferol (Vitamin D2)	Esomeprazole/Magnesium
Escitalopram Oxalate	Ezetimibe
Enalapril Maleate	

F

Famotidine	Fenofibrate
Ferrous Sulfate	Fexofenadine HCL
Fluconazole	Fluocinonide
Fluoxetine	Fluticasone Propionate
Folic Acid	Furosemide

G

Gemfibrozil	Glimepiride
Glipizide	Glyburide
Guaifenesin (MUCINEX)	Hydralazine
Hydrochlorothiazide	Hydrocortisone
Hydroxychloroquine (PLAQUENIL)	Hydroxyzine

I

Ibuprofen	Ipratropium-Albuterol
Indomethacin	Iron Polysaccharides (FERREX)
Isosorbide Mononitrate	

L

Labetalol	Lactobacillus Rhamnoses
Lactulose (CHRONULAC)	Lansoprazole
Levalbuterol (XOPENEX)	Levetiracetam
Levocetirizine Dihydrochloride	Levofloxacin (LEVAQUIN)
Levothyroxine	Lidocaine Viscous
Liothyronine (Cytomel)	Lisinopril
Loperamide (IMODIUM)	Loratadine
Losartan Potassium	Lovastatin

M

Magnesium Hydroxide	Meclizine
Meloxicam	Metformin
Methocarbamol	Methotrexate
Methylprednisolone	Metoclopramide
Metoprolol	Metronidazole
Miconazole	Minocycline
Mometasone Furoate	Montelukast
Multivitamin Adult	Mupirocin

N

Nabumetone	Naltrexone (DEPADE)
Naproxen	Nebivolol (BYSTOLIC)
Niacin	Nifedipine
Nitrofurantoin (MACRODANTIN)	Nitrofurantoin Monohydrate Macrocrystalline
Nitroglycerin	Nortriptyline
Nystatin (MYCOSTATIN)	

O

Ofloxacin	Olmesartan
Olmesartan-Hydrochlorothiazide	Olopatadine
Omega 3	Omeprazole
Ondansetron	Oseltamivir
Oxybutynin	

P

Pantoprazole	Paroxetine
Penicillin	Permethrin
Phenazopyridine (PYRIDIUM)	Phytonadione
Pioglitazone	Polyethylene Glycol
Polymyxin B Sulf-Trimethoprim	Potassium Chloride
Pramipexole	Pravastatin Sodium
Prednisone	Progesterone
Promethazine	Propranolol

Q

Quetiapine	Quinapril
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R

Ramipril	Rizatriptan
Ropinirole	Rosuvastatin

S

Sertraline	Sildenafil
Simvastatin	Sotalol
Spironolactone	Sucralfate
Sulfamethoxazole Trimethoprim	Sulfasalazine
Sulindac	Sumatriptan Succinate

T

Tadalafil	Tamsulosin
Terazosin	Terbinafine
Timolol Maleate	Tobramycin

Topiramate	Torsemide
Triamcinolone	Triamterene & Hydrochlorothiazide
Triple Antibiotic	

V

Valacyclovir	Valsartan Hydrochlorothiazide
Venlafaxine	Ventolin
Verapamil	

Exhibit D – Testing, Labs, and XRay

- Standard Blood Tests include:
 - CBC
 - CMP
 - Lipid
 - PSA
 - TSH
 - A1C
- Additional Lab Tests include:
 - Rapid Strep
 - Rapid Flu
 - Rapid Mono
 - RSV
 - Glucometer Testing
 - Urine Dipstick/Urine Culture
 - Throat Culture
 - Pregnancy Test
 - STD Test
 - Wound Culture
- Testing Includes:
 - Visual Acuity
 - Oximetry
 - Fecal Occult-blood
- X-Rays that can be performed at the clinic.

Exhibit E – Locations

Putnam County Hospital – YMCA

1111 Calbert Way

Greencastle, IN 46135

Hours of Operation

Primary Care/Wellness

Monday-Friday 8a-5p

Acute Care Visits

Monday-Friday 8a-8p

Saturday 10a-5p

Sunday 12p-5p



Department Report

MEETING DATE

November 6, 2025

PREPARED BY

MONTHLY HIGHLIGHTS

ATTACHMENTS

1. The Etica Group

CONTRACT FOR SERVICES

The City of Greencastle ("City"), a body politic and corporate separate from the State, through its Board of Public Works and Safety, hereby agrees to purchase from The Etica Group, Inc. ("Contractor") and Contractor agrees to furnish to the City the following services:

Prepare a structural needs assessment of Greencastle's Department of Public Works Facilities, the Greencastle Fire Station and the Greencastle Police Station pursuant to Attachment A, which is incorporated herein and made a part hereof. If there is a conflict between this Contract for Services and Attachment A, this Contract for Services shall control.

The parties agree to the following terms and conditions:

1. **CONTRACT TERM.** All work shall be complete no later than January 30, 2026.
2. **PRICE.** The Contractor shall receive compensation from the City in the amounts of:

Department of Public Works Study:	\$28,000.00
Fire Department Study:	\$12,000.00
Police Department Study:	<u>\$12,000.00</u>
	\$52,000.00
15% Discount	<u>\$8,000.00</u>
	\$44,000.00

for total remuneration of Forty-Four Thousand Dollars (\$44,000.00), per Attachment A.

3. **PAYMENT TERMS.** Payment for services shall be made within thirty (30) days after the City's receipt of an invoice from Contractor for services performed.

4. **ACKNOWLEDGMENT, ACCEPTANCE.** By its signature on this contract, Contractor expressly warrants that it is an individual who or entity which is qualified and in good standing to do business in the State of Indiana and that it has filed and will during the term of this contract file all appropriate tax returns and papers required by state and federal law. Contractor acknowledges that this is a non-exclusive contract and that the City may contract with third parties for the same or similar services as those covered by this contract.

5. **WARRANTY.** The parties acknowledge that the City is relying on Contractor's skill and judgment to furnish goods and services fit in all respects for the particular purpose of this contract. Contractor expressly warrants that all goods or services covered by this contract will conform to the specifications, drawings, sample or descriptions furnished to or by the City, and will be merchantable, of good material and workmanship and free from defect. All warranties which are currently offered or which may be subsequently offered by Contractor for its goods or services are made a part of this contract whether or not specifically listed herein or in the Proposal. Contractor will provide all goods or services under this contract when and as required by the City.

6. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations hereunder shall be excused if such 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, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction or contract. Written notice of such delay (including the anticipated duration of the delay) shall be immediately given by the affected party to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds ten (10) working days after notice has been received, the party whose ability to perform has not been affected may terminate this contract.

7. INSOLVENCY. The City may immediately terminate this contract without liability to Contractor and without prejudice to any right or cause of action the City may have against Contractor in the event of the happening of any of the following events or any other comparable event: (a) insolvency of Contractor; (b) filing of a voluntary petition in bankruptcy by Contractor; (c) filing of any involuntary petition in bankruptcy against Contractor; (d) appointment of a receiver or trustee for Contractor; or (e) execution of an assignment for the benefit of creditors by Contractor, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such occurrence.

8. TERMINATION FOR DEFAULT. The City may terminate all or any part of this contract without liability if Contractor: (a) repudiates or breaches any of the terms of this contract, including Contractor's warranties; (b) fails to perform services or deliver goods as specified; or (c) fails to make progress or provide approvals or acceptances so as to endanger timely and proper completion of services or delivery of goods and does not correct any such failure or breach within ten (10) working days after receipt of written notice from the City specifying such failure or breach.

9. TERMINATION. The City shall have the right to terminate this agreement in whole or in part for its convenience upon written notice to Contractor at any time during the course of performance. Upon receipt of any termination notice, the Contractor shall immediately discontinue the work on the date and to the extent specified in the notice. The Contractor shall be paid the actual costs incurred during the performance hereunder to the time specified in said notice not previously reimbursed by the City to the extent such costs are actual, necessary, reasonable and verifiable costs and have been incurred by the Contractor prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit.

10. LIMITATION OF LIABILITY. There shall be no liability on the part of the City except to the extent of available funds provided by statute and funds permitted to be paid from the City operational proceeds.

11. REMEDIES FOR DEFAULT. When the City determines that Contractor is in default and has failed to perform any contract provisions herein, the City may, notwithstanding any other provisions in this contract to the contrary, terminate the whole or any part of this contract after notice and this contract will be terminated effective on the date specified in the notice unless the default has been cured as specified in Paragraph 8. If this contract is terminated in part, Contractor shall continue performance of the part of the contract not terminated and will be compensated for performance pursuant to the rates set forth herein. In the event of a termination of all or part of this contract, the City may, in its sole discretion, obtain the goods and services which were to be provided by Contractor under the terminated part of the contract upon such terms and in such manner as it deems appropriate. Contractor shall be liable to the City for any excess costs to the City in obtaining such similar goods and services. The remedies provided in this paragraph do not apply to any default occasioned by any occurrence described in Paragraph 6 regarding force majeure. The rights and remedies reserved to the City in this contract shall be cumulative, and additional to all other or further remedies provided in law or equity. The Contractor shall be responsible for all costs incurred as a result of Contractor's breach, including reasonable attorney's fees.

If there is a dispute between the parties regarding Contractor's performance of services described herein, the City has the right to withhold payment from Contractor pending dispute resolution.

12. TECHNICAL INFORMATION DISCLOSURE. Contractor agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Contractor shall have disclosed or may hereafter disclose to the City in connection with the goods or services covered by this contract. Contractor also agrees to maintain the confidentiality of all confidential or sensitive data and information provided to Contractor by the City and agrees that Contractor will not use any such data or information for any purposes other than its performance under this contract.

13. NON-DISCLOSURE PROPRIETARY INFORMATION. Contractor shall not disclose to any third party any information concerning the City or the work provided under this agreement without the prior written consent of the City. Contractor shall consider all information provided by the City and all drawings, reports, studies, systems, designed calculations, plans, specifications and other documents resulting from

Contractor's performance of the work to be proprietary. Contractor shall not publish or disclose proprietary information for any purpose other than performance of the work without the prior written consent of the City.

All drawings, specifications, analyses, computations, reports and other documentation produced by Contractor in the performance of the work shall be the sole property of the City and shall not be used by Contractor for any purpose other than the work nor given to any third party without the prior written consent of the City.

At the City's request, Contractor will return to the City all drawings and written materials furnished to Contractor by the City.

14. INDEMNIFICATION. If Contractor performs any work on City premises or utilizes the property of City, whether on or off City premises, Contractor shall indemnify and hold City harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to City, its employees or any other person arising from or in connection with Contractor's performance of work or use of City property, except for such liability, claim or demand arising out of the sole negligence of City. Contractor further agrees to indemnify, defend and hold harmless the City, its agents, directors and employees from all claims and suits of whatever type, including court costs, attorney fees and other expenses, caused by any act or omission of the Contractor, its agents, officers, employees and subcontractors arising out of this Contract.

15. RELATIONSHIP OF PARTIES. Each party hereto, in the performance of this Contract, will be acting in an individual capacity and not as an agent, an employee, a partner, a joint venturer or an associate 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. Neither party has the authority to assume or to create any obligation on behalf of or in the name of the other nor will either assume any liability for injury (including death) to any person(s) or any damages to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Contractor shall be responsible for providing all necessary unemployment and workers compensation insurance for its employees.

16. ADVERTISING. Contractor shall not, without the prior written consent of the City, in any manner advertise or publish the fact that Contractor has contracted to furnish the City the services herein contracted or use any trademarks or tradenames of the City in Contractor's advertising or promotional materials. In the event of Contractor's breach of this provision, the City shall have the right to terminate the services covered by this contract and shall not be required to make further payments except for conforming services rendered prior to termination.

17. GOVERNMENT COMPLIANCE. Contractor agrees to comply with all federal, state and local laws, rules, regulations, ordinances and executive and judicial orders which may be applicable to Contractor's performance of its obligations under this contract. All provisions required by the foregoing to be included herein are hereby incorporated by reference. Contractor agrees to indemnify and hold harmless the City from any loss damage or liability resulting from a violation by Contractor of such laws, rules, regulations, ordinances or orders. The enactment of any state or federal statute or the promulgation of regulations thereunder regarding matters in or relating to the subject of this contract after execution of this contract shall be reviewed by the City and Contractor to determine and take such action as may be necessary.

18. PERSONNEL. Contractor shall at all times employ sufficient labor for performing work to full completion in the manner and time prescribed by this agreement. Any person employed by Contractor shall, at the written request of the City, be removed forthwith by Contractor from work relating to this agreement provided that such removal is based on a documented problem for which a cure was not affected within a reasonable amount of time. If the person is not removed or if replacement personnel are deemed unsuitable for proper completion of the work, the work may be suspended by written notice until the requirements have been met or the contract may be terminated consistent with the provisions contained herein.

19. NONDISCRIMINATION. Contractor agrees to comply with all federal and state civil rights laws and further agrees that Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment with respect to hiring, dismissal, tenure, terms, conditions or privileges of

employment or any matter directly or indirectly related to employment because of race, color, religion, sex/gender (pregnancy, gender identity, and sexual orientation), disability, national origin or ancestry, age, genetic information, military service veteran status, or any other characteristic protected by federal and state laws. Breach of this covenant may be regarded as a material breach of this contract.

20. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at 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.

21. NON-ASSIGNMENT. Contractor may not sell, assign or pledge its rights and obligations under this contract or take any other action which may tend to encumber the direct contractual relationship between the City and the Contractor without the express prior written consent of the City, which the City may grant or withhold at its sole discretion. Any such consent granted by the City may be subject to any or all conditions as the City may require.

22. PRICE TERMS. All of the prices, terms and warranties granted by Contractor herein are at least comparable to or better than those offered by Contractor to other customers purchasing similar services under the same material terms and conditions. Contractor agrees that it will pass on to the City any discounts, savings for prompt payments or rebates for quantity purchasing it receives.

23. NON-COLLUSION. Contractor hereby warrants that neither Contractor nor any member, employee, agent, representative, officer, director or partner of Contractor has directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and has not received or paid, any money or other consideration for the execution of this contract other than what appears herein. Contractor also warrants that no person or organization has been employed or retained to solicit or secure this contract for payment of a commission, percentage, brokerage or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the specific purpose of securing business. Breach of either of the above warranties will allow the City to terminate this contract and to recover the full amount of the commission, percentage, brokerage or contingent fee.

24. TAX EXEMPTION. Prices contained in this contract and invoices submitted by Contractor for payment are not to include any tax for which the City is exempt. The City will furnish an exemption certificate for tax from which the City is exempted if such is requested by Contractor.

25. AUTHORITY. Each party represents and warrants that it has the authority to enter into this contract and that the person executing this contract has the authority to enter into this contract on behalf of his/her respective party.

26. SEVERABILITY. If any term of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive or judicial order 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.

27. NOTICE. Any notice provided for in this contract will be sufficient if given by certified mail return receipt requested to the party to be notified at the address specified below.

28. GENERAL. In case of conflict between the terms contained herein and the terms contained in any attachment, the terms herein shall control.

29. GOVERNING LAW. This contract is to be construed in accordance with and governed by the laws of the State of Indiana. Any lawsuit arising out of this contract must be brought and maintained in Putnam County, Indiana.

30. PENALTIES/INTEREST/ATTORNEY'S FEES. The City will in good faith, perform its required obligations hereunder and the parties agree that the City shall not pay any penalties, liquidated damages, interest or attorney's fees, except as required by law.

31. E-verify. Contractor hereby certifies that it is enrolled in E-verify and that it verifies the work eligibility status of all newly hired employees through E-verify. Contractor will no longer be required to use E-verify if the E-verify program ceases to exist. Contractor must sign an affidavit affirming that the Contractor does not knowingly employ any unauthorized aliens. If the Contractor or any of its subcontractors knowingly employs an unauthorized alien and is in violation, the Contractor must remedy the violation within thirty (30) days. This contract shall immediately terminate for Contractor's breach if not remedied within the thirty (30) day time period (unless there would be a detriment to the public interest or public property, then the contract can remain in effect until the political subdivision procures a new Contractor).

32. CERTIFICATION OF NO INVESTMENT IN IRAN. Pursuant to I.C. 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in I.C. 5-22-16.5-14, including termination of this Contract, denial of future contracts, and the imposition of a civil penalty.

33. ENTIRE AGREEMENT. This contract constitutes the entire agreement by and between the parties 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 contract amendment signed by both parties.

CONTRACTOR: The Etica Group, Inc..

By: _____

Printed Name: _____

Title: _____

Date: _____

**CITY OF GREENCASTLE
Board of Public Works and Safety**

Lynda Dunbar, Mayor

Trudy Selvia, Member

Thom Morris, Member

Date: _____

**EMPLOYMENT
OF UNAUTHORIZED ALIENS**

I hereby affirm that I am a duly authorized officer of The Etica Group, Inc. and I certify that The Etica Group, Inc. is enrolled and participating in the E-verify program as of the date of this Affidavit. The Etica Group, Inc. does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

The Etica Group, Inc..

Date: _____

Signature

Printed Name

SCOPE OF SERVICES AND FEE PROPOSAL



Date:

October 6, 2025

Project:

City of Greencastle Facilities Study
DPW, Police & Fire Departments
Greencastle, Indiana

Prepared for:

City of Greencastle
1 North Locust Street
Greencastle, IN 46135

Prepared by:

The Etica Group, Inc.
8720 Castle Creek Parkway East Drive
Suite 400
Indianapolis, IN

Department of Public Works (DPW) Study

1.0 Project Background

The City of Greencastle has requested a study for the Public Works facility. The study will build upon the findings of the October 2024 Roof and Structural Assessment of the existing storage facility at 225 Shadowlawn Avenue, which identified significant roof deterioration, ongoing water intrusion, and major structural deficiencies requiring substantial retrofitting to meet current codes. Other buildings on the site have significant deterioration. Given these findings, the city would like to develop a plan for a new facility at the existing site.

2.0 Scope of Services

2.1 Site Development Study

- 2.1.1 Existing Conditions Documentation: Prepare a site plan showing approximate property boundaries, existing building locations, visible utilities, and observed drainage patterns. Review available site surveys and coordinate field verification where needed.
- 2.1.2 City Coordination: Conduct stakeholder meetings with DPW leadership and City representatives to identify programmatic requirements (utilities, vehicular circulation, staff parking, equipment storage, and operational flow).
- 2.1.3 Conceptual Site Layout: Prepare a conceptual site layout illustrating proposed facility placement, access drives, parking areas, circulation routes for DPW vehicles, and stormwater management concepts.
- 2.1.4 Preliminary Site Development Budget: Provide a conceptual-level cost estimate for site preparation, utility upgrades/extensions, and associated improvements.

2.2 Facility Needs Study

- 2.2.1 Assessment of Existing Facilities: Documentation of current space allocations and usage of existing buildings. Identify programmatic deficiencies based on operational needs.
- 2.2.2 City Coordination on Future Needs: Meet with the City to define facility program requirements, including:
 - Vehicle and materials storage
 - Maintenance areas and workshops
 - Office, meeting, and administrative space
 - On-site fueling and wash facilities
 - Other support spaces as needed.
- 2.2.3 Conceptual Facility Plan: Develop a conceptual building layout in coordination with the site plan. Address opportunities for phased expansion, resiliency, and operational efficiency.
- 2.2.4 Conceptual Facility Budget: Prepare a conceptual-level cost estimate for the proposed building development. Compare with the cost models included in the October 2024 assessment.

3.0 Deliverables

- Space Needs Summary
- Conceptual Site Plan
- Conceptual Floor Plan
- Preliminary Project Budget Estimate

4.0 Schedule

The feasibility study is anticipated to be completed within 8-10 weeks from notice to proceed:

- Kickoff Meeting – Site tour and interviews
- Midpoint Review – Space needs validation and preliminary concept plan(s)
- Final Presentation – Conceptual plan, 3D views, and cost summary

5.0 Assumptions / Exclusions: The following services are excluded from this high-level feasibility study but may be required in subsequent project phases:

- 5.1 Boundary or topographic surveys
- 5.2 Geotechnical investigation or soil borings
- 5.3 Environmental assessments (Phase I/II ESA)
- 5.4 Detailed architectural, structural, mechanical, electrical, or plumbing design
- 5.5 Traffic studies or utility capacity analyses
- 5.6 Stormwater detention/retention engineering beyond conceptual layouts
- 5.7 Hazardous material testing or abatement design
- 5.8 Permitting, zoning approvals, or land acquisition services

6.0 Compensation

The total fee for professional services described in this proposal is a lump sum of **\$28,000.00** inclusive of reimbursable expenses. Invoices will be issued monthly based on progress, with net payment due in 30 days. *Fee will be reduced by 15% if completed in conjunction with Police and Fire Department study.*

If services and Scope of Work materially change from the scope noted herein, **The Etica Group, Inc.** reserves the right to submit a change notice for approval by the **Greencastle**. All changes in scope of work shall be approved in writing by the **Greencastle** prior to commencement of said work. Scope of Work is limited to the proposed project area and services as described in the Scope of Services.

7.0 Authorization

If the above proposal is acceptable, please sign below to authorize commencement of services:

Client: City of Greencastle

By: _____

Name: Lynda Dunbar

Title: Mayor

Date: _____

Architect / Engineer: The Etica Group, Inc.

By:  _____

Name: Toby J. Winiger, AIA

Title: Director of Architecture

Date: October 6, 2025

Police and Fire Department Study

1.0 Introduction

As part of a comprehensive facility study, the study will include programming and conceptual layouts for a new Fire and Police Department. The existing fire station is located at 107 S. Indiana St. and the existing police station is located at 600 N. Jackson St. This study aims to evaluate the needs for new facilities.

- Identify current and future space needs.
- Identify and develop a plan that incorporates the site and building needs for each facility.
- Preliminary total project cost estimate.

2.0 Scope of Services

- Task 1: Existing Conditions Review & Space Needs Assessment
 - Conduct site visit and photographic documentation.
 - Review existing building and site conditions.
 - Conduct stakeholder interviews.
 - Document functional needs and growth goals.
- Task 2: Scenario Development, Conceptual Layout
 - Develop and evaluate potential scenarios
 - Create conceptual plans / diagrams
 - Evaluate each scenario for spatial efficiency, constructability, and long-term flexibility.
 - Finalize conceptual plan
- Task 3: Cost Modeling
 - Provide a comparative cost analysis of each scenario.
 - Outline construction budgets including escalation, contingencies and soft costs.
- Deliverables
 - Space Needs Summary
 - Conceptual site plan
 - Preliminary Project Budget Estimate

3.0 Schedule

The feasibility study will be completed within 8-10 weeks following Notice to Proceed. Proposed meetings include:

- Kickoff Meeting – Site tour and interviews
- Midpoint Review – Space needs validation and preliminary concept plan(s)
- Final Presentation – Conceptual plan, 3D views, and cost summary

4.0 Compensation

The total fee for professional services described in this proposal is a lump sum of **\$24,000.00**, inclusive of reimbursable expenses. Invoices will be issued monthly based on progress, with net payment due in 30 days. *Fee will be reduced by 15% if completed in conjunction with DPW study.*

If services and Scope of Work materially change from the scope noted herein, **The Etica Group, Inc.** reserves the right to submit a change notice for approval by the **Greencastle**. All changes in scope of work shall be approved in writing by the

Greencastle prior to commencement of said work. Scope of Work is limited to the proposed project area and services as described in the Scope of Services.

5.0 Authorization

If the above proposal is acceptable, please sign below to authorize commencement of services:

Client: City of Greencastle

By: _____

Name: Lynda Dunbar

Title: Mayor

Date: _____

Architect / Engineer: The Etica Group, Inc.

By:  _____

Name: Toby J. Winiger, AIA

Title: Director of Architecture

Date: October 6, 2025

Fee Summary if Performed Together

DPW Study	\$28,000
Fire Department Study	\$12,000
Police Department Study	\$12,000
Subtotal	\$52,000
Discount	(\$8,000)
Total	\$44,000