

AMENDMENT #1
To
AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE GREENFIELD POLICE DEPARTMENT
For
INSTALLATION OF LICENSE PLATE READER EQUIPMENT

SCM #52601
EDS #A249-21-ON210039

This Amendment 1 (“Amendment”) made and entered by and between the State of Indiana through the Indiana Department of Transportation (hereinafter referred to as “INDOT”) and the Greenfield Police Department, Hancock County, Indiana (hereinafter referred to as the Law Enforcement Agency “LEA”) (collectively referred to as the “PARTIES”) through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, on April 29, 2021, the PARTIES entered into an Agreement under EDS #A249-21-ON210039 to install law enforcement equipment (“LEE”), within state-owned or controlled right-of-way in Hancock County, Indiana (hereinafter referred to as the “Original Agreement”) in the interest of public safety; and

WHEREAS, the LEA wishes to install additional LEE within state-owned or controlled right-of-way; and

WHEREAS, the PARTIES wish to modify the Original Agreement to include the additional locations for the LEE; and

WHEREAS, the LEA has agreed to pay all costs associated with the installation of the additional LEE; and

WHEREAS, the LEA has agreed to maintain the additional LEE after the installation, to the satisfaction of INDOT, and to pay for all costs associated with future maintenance; and

WHEREAS, the PARTIES wish to substitute **Exhibit A-1**, which depicts all LEE locations, for **Exhibit A** to the Original Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein, the PARTIES agree as follows:

1. **Exhibit A of the Original Agreement is deleted in its entirety and is hereby substituted with Exhibit A-1.**

2. Section 2.5.2. is deleted in its entirety and is substituted with the following:

2.5.2. The LEA shall ensure that the installation and location of the LEE and areas of INDOT ROW used for the LEE be in substantial conformity with Exhibit A-1 (attached and fully incorporated herein by reference). INDOT shall have the right to terminate this Agreement and order removal of the LEE, if, in INDOT's sole discretion, it is determined that the location of the LEE substantially deviates from that depicted in Exhibit A-1, if the LEE equipment substantially deviates from the plans shown in Exhibit B (attached, and fully incorporated herein by reference), or, subject to the notification provisions contained herein.

3. Section 2.5.9. is deleted in its entirety and is substituted with the following:

2.5.9. The LEA may request in writing that locations within state-owned or controlled right of way be added to or removed from Exhibit A-1. A formal amendment to this Agreement will be required before a change in the location is effective.

4. Section 2.5.12. is deleted in its entirety and is substituted with the following:

2.5.12. Any use of the right-of-way permitted by this Agreement remains secondary to the interest of INDOT to use the right-of-way for highway or other transportation purposes. The LEA agrees that it shall promptly remove the LEE at its own expense, whether in part or in its entirety, if, in INDOT's sole discretion, the right-of-way or any portion thereof is required for future expansion, modification, or maintenance of any transportation or utility infrastructure or facility. The LEA understands and agrees that it shall not be entitled to any damages or any other compensation if INDOT requires complete or partial removal of the LEE for any reason.

5. Section 3.1. is deleted in its entirety and is substituted with the following:

3.1. INDOT shall have approval authority for the LEA's design, construction, and maintenance plans and for any improvements located within INDOT ROW. Such review and approval shall be completed within a reasonable timeframe.

6. Section 4.31. is deleted in its entirety and is substituted with the following:

4.31. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For INDOT:
Joanne Jones**

**Greenfield District Permits Regulatory Investigator
18 S. Broadway Street
Greenfield, IN 46140
Phone: 317-467-3442
Email: Jjones2@indot.in.gov**

And with copy to:

**Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Email: kshelby@indot.in.gov**

B. For LEA:

**Brian S. Hartman, Chief of Police
Greenfield Police Department
116 South State Street
Greenfield, IN 46140
Phone: 317-477-4410
Email: bhartman@greenfieldin.org**

And with copy to:

**Shelby Ferguson
Flock Safety
1170 Howell Mill Rd, Unit 210
Atlanta, GA 30318
Phone: 772-643-5001
Email: shelby.ferguson@flocksafety.com**

7. Section 4.25. is deleted in its entirety and is substituted with the following:

4.25. Insurance. The LEA shall cause and require the contractors installing or maintaining the LEE at each location listed in Exhibit A-1 to secure and keep in force during the term of any installation or maintenance activity occurring in INDOT right-of-way, the insurance coverages specified in the 2022 INDOT Standard Specifications.

8. All other matters previously agreed to and set forth in the Original Agreement and not affected by this Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

GREENFIELD POLICE DEPARTMENT

Chief Brian Hartman

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Valerie Cockrum
Greenfield District Deputy Commissioner

Date: _____

Executed By:

_____ (for)
Michael Smith
Commissioner

Date: _____

APPROVALS

[State approvals are electronic – see attached confirmation page.]

STATE OF INDIANA
Budget Agency

By: (FOR)
Zachary Q. Jackson, Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Rebecca Holwerda, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita
Attorney General

Date:

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by Kirstie Andersen, Attorney No. 20005-49.

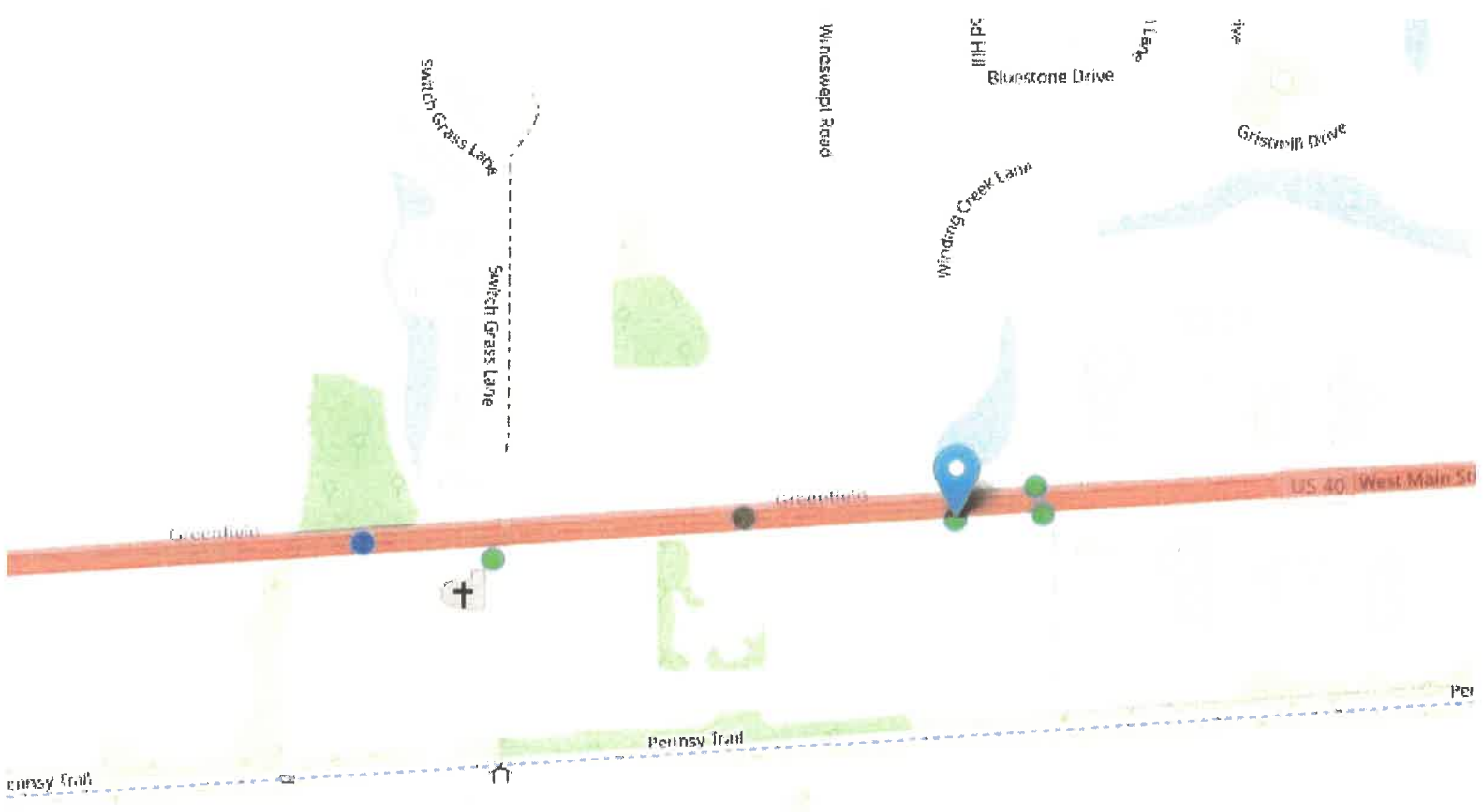
Exhibit A-1

Greenfield Police Department LEE Locations

Camera #1 Location: US40 @ Windswept Road
Latitude/Longitude: 39.782952591422145,-85.81523939252091

Camera #13 Location: US 40 @ Prairie Meadows, facing WB
Latitude/Longitude: 39.78292752312274,-85.82039655971104

Camera #15 Location: US 40 @ Jaycie Phelps, facing EB
Latitude/Longitude: 39.787044740745316,-85.72641859734559





W

North Meridian Road

Tanker Trail

Tristle Wood Drive

West Main Street LIS

P

P

Greenfield

Whiting Road

LICENSE PLATE READER CAMERA INSTALLATION

CASE NUMBER: 485056

PERMITTING JURISDICTION:

INDIANA DEPARTMENT OF TRANSPORTATION

INDIANA DOT
Exhibit A FLOCK SAFETY
 ON BEHALF OF
GREENFIELD POLICE DEPARTMENT

PERMITTING
 PETE AKERS
 PETE.AKERS@FLOCKSAFETY.COM
PROJECT MANAGER
 ROBERT KNIGHTEN II
 ROBERT.KNIGHTEN@FLOCKSAFETY.COM

SEE LAMPID OR PERMIT FORM FOR DETAILED INFORMATION

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
T.02	SYMBOLOLOGY & ABBREVIATIONS
GN.01	GENERAL NOTES
A.01	PLAN DRAWINGS
SPEC.01 - SPEC.03	EQUIPMENT & FOUNDATION DETAILS



**SAFETY IS IN YOUR HANDS.
 EVERY DIG. EVERY TIME.**



GREENFIELD POLICE DEPARTMENT
 116 S. STATE ST.
 GREENFIELD, INDIANA 46140

flock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	12/20/2023	JTR	PRELIM

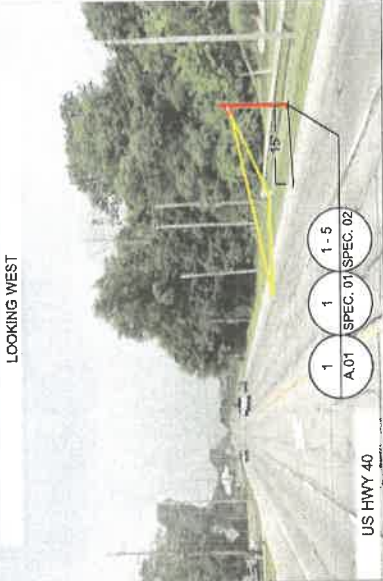
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PERMITTING APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM NOT PROVIDING ANY FALSE OR MISLEADING INFORMATION TO THE INDIANA DEPARTMENT OF TRANSPORTATION.

LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 485056
 PERMITTING JURISDICTION:
 INDIANA DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS
 SHEET: T.01
 REV: 0

THIS DOCUMENT HAS BEEN PREPARED BY THE BEST AVAILABLE DATA AND MATERIALS. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

PROPOSED FLOCK EQUIPMENT ON PROPOSED 12'-0" FLOCK POLE
 #13 US 40 @ PRAIRE MDWS WB
 39.78292752312274, -85.82039655971104
 15' FROM FOG LINE
 *REFERENCE TYPICAL DETAIL ON SHEET SPEC.01



1 1 1-5
 A.01 SPEC. 01 SPEC. 02

US HWY 40

frock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

GREENFIELD POLICE DEPARTMENT
 116 S. STATE ST.
 GREENFIELD, INDIANA 48140

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
0	12/20/2023	JTR	PRELIM

THIS DOCUMENT IS THE PROPERTY OF FROCK SAFETY. IT IS TO BE USED ONLY FOR THE PROJECT AND JURISDICTION SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FROCK SAFETY.

LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 485068
 PERMITTING JURISDICTION:
 INDIANA DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS
 SHEET: A.01
 REV: 0

THIS DOCUMENT HAS BEEN DRAWN BASED ON THE MOST RECENT AVAILABLE DATA AVAILABLE. THE USER ASSUMES ALL RESPONSIBILITY FOR VERIFYING THE ACCURACY OF ALL DATA PROVIDED AND ASSUMES RESPONSIBILITY FOR VERIFYING THE ACCURACY OF ALL DATA PROVIDED AND ASSUMES RESPONSIBILITY FOR VERIFYING THE ACCURACY OF ALL DATA PROVIDED. THE USER ASSUMES ALL RESPONSIBILITY FOR VERIFYING THE ACCURACY OF ALL DATA PROVIDED AND ASSUMES RESPONSIBILITY FOR VERIFYING THE ACCURACY OF ALL DATA PROVIDED.

INDIANA DOT FLOCK SAFETY ON BEHALF OF GREENFIELD POLICE DEPARTMENT

LICENSE PLATE READER CAMERA INSTALLATION

CASE NUMBER: 485056

PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF TRANSPORTATION

PERMITTING

PETE AKERS
PETE.AKERS@FLOCKSAFETY.COM

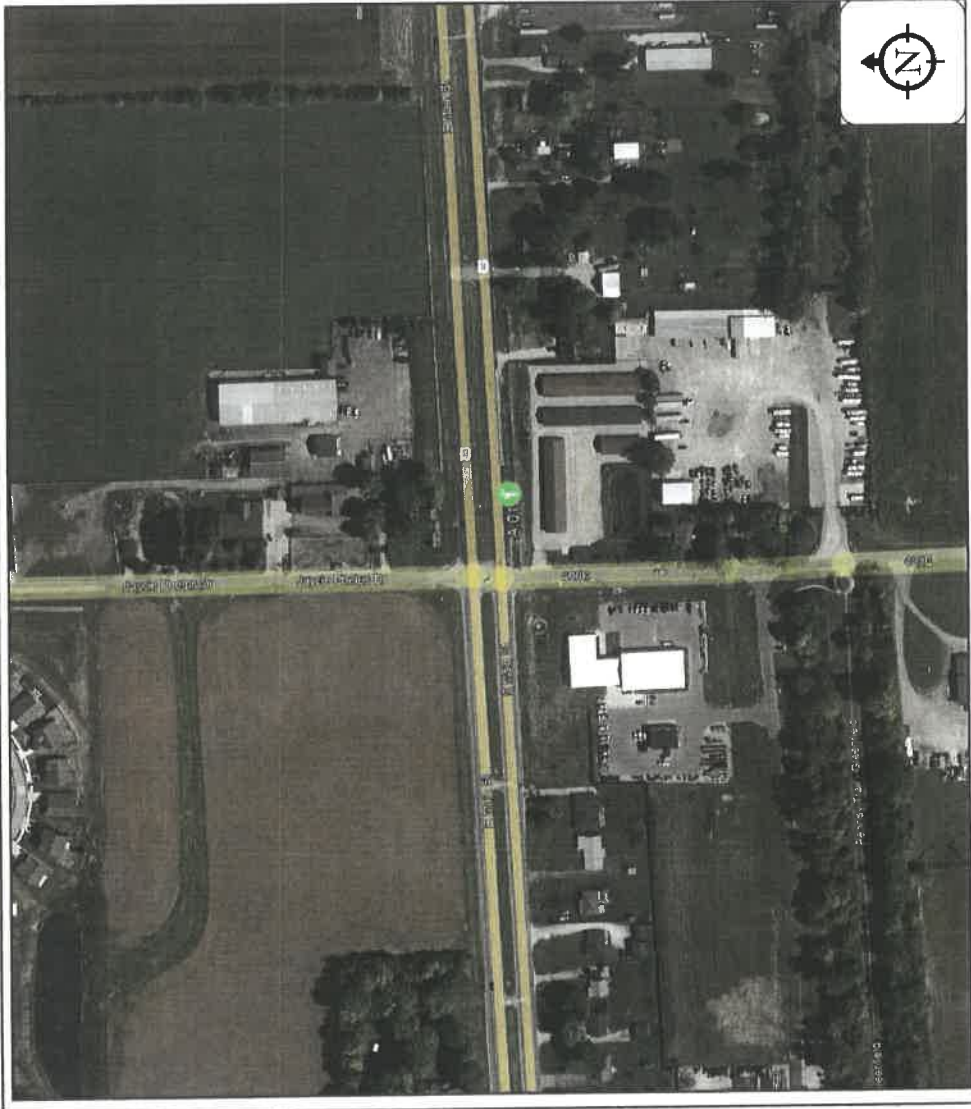
PROJECT MANAGER

ROBERT KNIGHTEN II
ROBERT.KNIGHTEN@FLOCKSAFETY.COM

SEE APPROVED PERMIT FOR LISTED INFORMATION

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
T.02	SYMBOLOLOGY & ABBREVIATIONS
GN.01	GENERAL NOTES
A.01	PLAN DRAWINGS
SPEC.01 - SPEC.03	EQUIPMENT & FOUNDATION DETAILS



GREENFIELD POLICE DEPARTMENT
116 S STATE ST.
GREENFIELD, INDIANA 46140

frock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
0	12/20/2023	JTR	PRELIM

THIS DRAWING IS THE PROPERTY OF FLOCK SAFETY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY, THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT.

LICENSE PLATE READER CAMERA
INSTALLATION

CASE NUMBER: 485056
PERMITTING JURISDICTION:
INDIANA DEPARTMENT OF
TRANSPORTATION

COVER SHEET & LOCATION MAPS

SHEET: T.01
REV: 0

THIS DOCUMENT IS A PRELIMINARY DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS.

PROPOSED FLOCK EQUIPMENT ON PROPOSED 12'-0" FLOCK POLE
 #15 E MAIN @ JAYCIE PHELPS EB
 39.787044740745316, -85.72641859734559
 15' FROM FOG LINE

*REFERENCE TYPICAL DETAIL ON SHEET SPEC.01

1



LOOKING EAST



E MAIN ST

E MAIN ST



GREENFIELD POLICE DEPARTMENT
 116 S STATE ST.
 GREENFIELD, INDIANA 46140

frock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
0	12/20/2023	JTR	PRELIM

THIS DOCUMENT HAS BEEN REVIEWED BY THE INDIANA DEPARTMENT OF TRANSPORTATION PERMANENT ENGINEER. TO NOT SCALE DIMENSIONS CALL BY PHONE TO OAHNRE.

LICENSE PLATE READER CAMERA
 INSTALLATION
 CASE NUMBER: 488086
 PERMITTING JURISDICTION:
 INDIANA DEPARTMENT OF
 TRANSPORTATION

COVER SHEET & LOCATION MAPS
 SHEET: A.01
 REV: 0