

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made as of the 16 day of JUNE, 2025 (the "Effective Date"), by and between the Board of Commissioners of Brown County, Indiana ("Brown County") and Steve Miller ("Contractor"). The collection of these two parties shall be known as the "Parties," and individually as a "Party".

RECITALS

WHEREAS, Brown County requires new office space for the Brown County Community Correction Service.

WHEREAS, Brown County intends to pay for services performed by the Contractor in order to establish the new office space.

Now, therefore, in consideration of the mutual covenants, promises, and other undertakings of the Parties to this Agreement and other good and valuable consideration, the parties hereby agree as follows:

1. Services. Contractor will provide all demolition, materials, and labor for the construction of a new office space for the Brown County Community Correction Service (the "Project"). The work will include construction of new office space as outlined in the attached drawings in *Exhibit 1*.

2. Scope of Work. The below scope of work shall be performed on the Project.

1. Include protection of all office equipment, supplies, and existing conditions of the area. Any damage to the walls, floor, ceilings, doors, and windows that are not part of this renovation will be repaired by Contractor.
2. *Exhibit 1* (attached) is included in the Scope of Work.
3. Demolition and disposal of existing floor covering as required.
4. Frame, Insulate, Finish Drywall, Acoustic Ceiling Tile, and Paint all new walls, doors and trim. Install all new matching floor base and carpet.
5. Relocation or replace all HVAC equipment and Electrical fixtures as required. Install HVAC return air system as required for comfort and performance.
6. Install new electrical and data plugs and switches as required.
7. New doors and windows will match adjacent doors and windows finishes.
8. All finishes will match adjacent area finishes.
9. Install a Pass-Through window on existing door and remove existing glass.

3. Schedule. Contractor will provide a schedule of completing the work on the Project to Brown County. Contractor agrees to commence work on the Project on June 23, 2025, and complete all work necessary of the Project by July 21, 2025, unless otherwise agreed upon by the Parties.

4. Price. Contractor is entering into this Agreement with Brown County for a firm price of \$41,019.00 to perform the work identified in the Scope of Work. *Exhibit 2* shall represent an itemized breakout of the total price for the Project.

5. Consultation. Contractor agrees to work with Community Corrections Director Mallory Rockwell to coordinate all construction and renovation on the Project in order for the existing County Operations to be able to continue. Furthermore, Contractor agrees to work with Dan Cartwright as the Project Manager for Brown County on this Project. Dan Cartwright shall be the contact for all communications, changes, and approvals for the duration of the Project.

6. Insurance and Permits. Contractor acknowledges their obligation to obtain appropriate insurance coverage and permits for the Project. Contractor will provide Brown County with proof of the appropriate insurance coverage and permits before work may begin on the Project. Contractor shall be liable for any penalties or fees associated with not obtaining the appropriate insurance coverage or permits before beginning work on the Project.

7. Injuries. Contractor waives any rights to recovery from Brown County for any injuries or losses that may be sustained while work on the Project is ongoing, except in the case of gross negligence on the part of Brown County.

8. Indemnification. Contractor agrees to protect, defend, and indemnify (collectively "Indemnify" and "Indemnification") Brown County from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (of or by a third party OR whether or not involving a claim by a third party), including but not limited to reasonable attorneys' fees and costs (collectively, "Claims"), actually or allegedly, directly or indirectly, arising out of or related to the Project.

9. Termination. This Agreement may be terminated at any time before work begins on June 23, 2025, by good faith and upon written agreement by both Parties.

10. Amendment. This Agreement may be amended and modified at any time upon written agreement by both Parties. Any changes to the scope of work must be approved by both Parties prior to performing the work.

11. Applicable Law. This Agreement has been executed under and shall be governed by the laws of the State of Indiana and the ordinances of Brown County, Indiana.

12. Entire Agreement. This Agreement contains a complete expression of the agreement between the Parties and there are no promises, representations, or inducements except such as are herein provided.

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Dispute Resolution. The Parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations. If the matter is not resolved by negotiation within 30 days, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

16. Attorney's Fees. If there is dispute relating to any provisions in this Agreement, the prevailing Party is entitled to, and the non-prevailing Party shall pay, the costs and expenses incurred by the prevailing Party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

17. Assignment. Contractor agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Brown County.

18. Notice. All notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Brown County:

Board of Commissioners of Brown County, Indiana
201 Locust Lane
Nashville, Indiana 47448

If for the Contractor:

Steve Miller Construction
PO Box 928
Nashville, Indiana 47448

19. Force Majeure. The Party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the Party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the Party claiming for exemption of the liabilities may only be exempted from performing such liability as within limitation of the part performance delayed or prevented by Force Majeure. Once causes for such exemption of liabilities are rectified and remedied, both parties agree to resume performance of this Agreement with their best efforts.

20. Understanding. The Parties acknowledge and agree that they have read and understand the terms, conditions, and provisions of this Agreement.

21. Benefit. This Agreement shall be signed on behalf of Brown County by at least two County Commissioner's, and on behalf of the Contractor and shall be effective as of the Effective Date.

**BOARD OF COMMISSIONERS OF
BROWN COUNTY, INDIANA**

Tim Clark, President

Ron Sanders, Vice President

Kevin Patrick, Member

ATTEST:

Julia Reeves, County Auditor

STEVE MILLER



Steve Miller, Contractor