

# GRANT AGREEMENT

**Contract #0000000000000000000039985**

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and **811 Outdoors LLC** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

## **1. Purpose of this Grant Agreement; Grant Funds**

The purpose of this Grant Agreement is to enable the State to award a Grant of \$84,500.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### **FUNDING SOURCE:**

No federal funds shall be used to fund this grant.

The Underground Plant Protection Act established by Indiana Code § 8-1-26-24 is the state funding source.

## **2. Representations and Warranties of the Grantee**

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

## **3. Implementation of and Reporting on the Project**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request by the State and shall contain such detail of progress or performance on the Project as is requested by the State.

#### **4. Term**

This Grant Agreement commences on February 1, 2020 and shall remain in effect through February 29, 2020. Unless otherwise provided herein, it may be extended upon the written agreement of the parties, and as permitted by the state or federal law governing this Grant.

#### **5. Grant Funding**

A. The State shall fund this Grant in the amount of \$84,500.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### **6. Payment of Claims**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

## 7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

## 8. Audits and Maintenance of Records

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, [https://www.in.gov/sboa/files/erfa\\_2016.pdf](https://www.in.gov/sboa/files/erfa_2016.pdf). Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

## 9. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-**

**10.5 prior to the execution of this Grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

- (1) The Grantee and any principals of the Grantee certify that:
  - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

#### **10. Debarment and Suspension**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

#### **11. Drug-Free Workplace Certification**

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **12. Employment Eligibility Verification**

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

## **13. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **14. Governing Law**

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

## **15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

## 16. Insurance

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

## 17. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

## 18. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

*For payment notices and invoices:*

Mary Becerra  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204

*For legal notices:*

Beth E. Heline, General Counsel  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500E  
Indianapolis, Indiana 46204  
Email: [generalcounsel@urc.in.gov](mailto:generalcounsel@urc.in.gov)

B. Notices to the Grantee shall be sent to:

Mark Stowe  
811 Outdoors LLC  
325 Jeffers Lane  
Taylorsville, Kentucky 40071  
E-mail: [mark@811outdoors.com](mailto:mark@811outdoors.com)

C. Grantee address for W-9/Direct Deposit (if different from subsection B):

As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

## **19. Order of Precedence**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. All the foregoing are incorporated fully herein by reference.

## **20. Termination for Breach**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

## **21. Termination for Convenience**

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

## **22. Federal and State Third-Party Contract Provisions**

There are no federal funds provided by this Grant.

## **23. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

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**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant 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 Grant, the Grantee 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCT S.GBL](https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL)

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

**811 Outdoors LLC**

By: 

Mark A Stowe, Producer  
Name and Title, Printed

Date: 12/30/19

**Indiana Utility Regulatory Commission**

James F. Huston  
James F. Huston

Chairman, IURC

Date: 1/21/2020

	Electronically Approved by: Department of Administration  By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Approved as to Form and Legality: Office of Attorney General  <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on May 13, 2019. FA 19-16</i>

**Exhibit A – Grant Application**

**Grantee Contact Information**

1. **Name:** Mark Stowe
2. **Business Name (if applicable):** 811 Outdoors LLC
3. **Phone number:**502-494-8783
4. **Address for notices:**325 Jeffiers Lane Taylorsville KY 40071
5. **Address for W-9 and Direct Deposits:** 325 Jeffiers Lane Taylorsville KY 40071
6. **Email:** mark@811outdoors.com
7. **Company website (if applicable):** www.811outdoors.com
8. **Alternate contact person, phone, and email (if applicable):** Jenny Smith, 502-419-6604, jenny@811outdoors.com

**Metrics Information**

9. **How did you learn about the UPP Account Fund?**Indiana 811
10. **What is your current role in pipeline safety?**811 National Spokesperson

**Grant Project Scope**

11. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the commission as listed below. This project will be [please check at least one box]:**
  - A public awareness program concerning underground plant protection.
  - A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.
  - An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.
12. **Please provide a detailed description regarding how your project will benefit the public by enhancing underground plant protection:** Raise 811 Awareness among attendees of the Indianapolis Boat Sport and Travel show, with a large 811 presence including the 811 Bass Boat and 811 UTV as well as all the marketing provided by being the seminar series title sponsor, including banners, signage, floor graphics, etc throughout the entire show floor. This title sponsor includes partnered advertising with the Indianapolis Boat, Sport, and Travel Show about 811 Seminar Series. We will attract attendees to our booth through TV airing "The Direction", a set of cornhole boards for Casting game, promo items, and giveaways which have


the 811 brand on them. We will also be involved with the Seminar Sponsorship, speaking to individuals that attend fishing seminars about safe digging each day . This campaign will create added awareness of 811 and safe digging practices which in turn will help decrease the number of damages to infrastructure and facilities. This decrease in damages decreases costs and time to the facility operators.

13. **Please provide your target audience/demographics for this project:** The outdoor audience is 79% Male / Median income of \$63,000 (DIY'er) 62% own homes according to Outdoor Channel. Outdoor Viewers Rank #1 in home and lawn DIY over Animal Planet, Discovery, National Geographic, and History Channel. These viewers are the people attending hunting and fishing expos like the Indianapolis Sport Show. Attached flyer shows where the audience comes from.
14. **Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program:** In order to track our effectiveness we will provide data of the number of promo items, 811 Education Literature and color code cards that we pass out. It will be our goal to provide each person visiting the 811 booth with information. In addition to our hand outs we will ask individuals to follow us on social media platforms to even further reinforce branding and awareness for Call 811. In 2018 we had a 30' booth that we handed out information. In 2019 we increased to a 50' booth and then added signage through out the entire Indy Show. In 2019 we also sponsored the seminar series. We handed out over 17,000 811 promo items and talked with thousands of folks about 811 and safe digging. A data sheet from 2019 is provided and in 2020 we will keep track of this same data to provide data of effectiveness.
15. **Estimated start date for project:** February 14, 2020
16. **Estimated length of time for project:** 10 Days
17. **Please describe the specific details of your proposed project, including a schedule and/or milestones:** We will be setting up a booth space area of 10' x 50' at the Indianapolis Boat Sport and RV show, where we will have the 811 Bass Boat & 811 information on hand to give out and educate attendees. In this booth we will have a casting area where individuals can cast to receive 811 logo items. We will do drawings that people can win throughout the 10-day show. 811 will be the title sponsor of the fishing seminar series. We will be there introducing all the guest speakers and reminding people to call 811 before they dig in the introductions of the speakers. We will be setting up an additional area with 811 UTV and 811 Backdrops by the seminar stage area of the show.

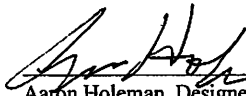
	Milestones	Estimated Completion Date
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2	Move out	2/23/2020
3	Click here to enter text.	Click here to enter a date.

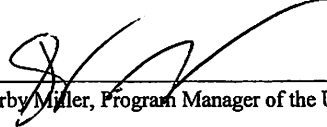
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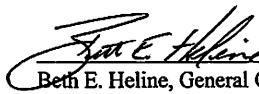
UPP Account Committee Approval


  
James F. Huston, Chairman

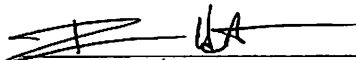
Assent  
Stefanie Krevda, Commissioner

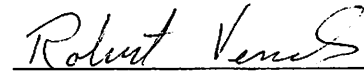
  
Aaron Holeman, Designee from the Pipeline Safety Division

  
Darby Miller, Program Manager of the Underground Plant Protection Fund

  
Beth E. Heline, General Counsel

  
Loraine Seyfried, Chief Administrative Law Judge

  
Ryan Heater, Executive Director of External Affairs

  
Robert Veneck, Executive Director of Technical Operations

Date Approved: 11-21-19

**Exhibit B – Project Budget**

**Instructions:** Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

**Total amount requested: \$ 84,500.00**

**Project Budget:**

	<b>Budget Item</b>	<b>Cost</b>
1	Seminar Title Sponsorship to Renfro Productions	\$40,000
2	Execute Seminar Sponsorship 2 Stage areas (Breakdown Below) Signage for all provided/set up & use IURC interactives/811 Gator (2 <sup>nd</sup> area) /Accommodations/Staff for Seminar Series Sponsorship	\$13,160
3	811 Bass Boat 10 days & 811 Gator	\$5,600
4	Staff Booth 3 People Daily /10 days	\$ 4,160
5	Accommodations/Food/Travel for 3 people for Booth	\$ 2,940
6	811 Promotional Items total quantity of assorted items: 20,000 811 Wristbands (10,000), 811 Squeeze Fish, 811 Foam Bobbers, 811 Tatooes, 811 Chapstick/811 band-aid holders/811 hand sanitizers	\$ 11,600
7	Color Code 811 Cards (Provided by IN 811)	\$ -
8	Set up/Tear down 10 x 50 Booth/Delivery of all signage/Banners/Backdrops for booth/order and Receive all both related items	\$ 3,240
9	Drawing Prizes: 811 Coolers qty 2/811 Denali Rods aty 2/ 811 Hats/811 Shirts/811 The Direction Hats/ 811 The Direction Shirts/2 811 Thermos	\$ 2,460
10	Rework 2 new back drop cover cloths center of booth (color code/811) design included – creates new look to booth and more information with color code/one with 811-using my existing stands	\$ 1,340
	<b>Total Cost</b>	<b>\$ 84,500.00</b>

**Description of Costs:**

**1. Items to execute listed in Renfro contract (see contract attached)**

**2. Execute Seminar Sponsorship**

**Travel 1 crew for set up & Tear down of 2 seminar areas/Fuel**

**811 Gator in seminar stage area 1. Travel to and from Louisville to Indy and back 2**

**times /1 crew/3 People/Fuel/Mileage/Truck Usage/Trailer \$2520**

**Provide 811 Signage & taking care of installation of/Delivery of  
The Signage Below**

**QTY 17 811 Signs in Blue Ribbon Pavillion area**

**QTY 14 811 Signs Champion Pavillion area**

**QTY 12 811 Signs South Pavillion area**

**QTY 12 811 Signs West Pavillion area**

**QTY 2 811 Signs Coliseum area**

**Total: 57 - 811 3'x2' signs**

**Includes providing 2 6'x30' 811 Signs over seminar area**

**Provide Signage for gator seminar area**

**3 QTY 5' Razor 811 Razor Signs in seminar areas**

**811 Backdrops for seminar stage area**

**Set up 2 Seminar areas/backdrops /signage- seminar Stage 1 & 2**

**Store/Haul Banners/provide Banners \$1300**

**Create Video for big screens – Compile Commericals**

**811 Footage – 16 hours Editor @ \$85 per hour + provide hard drive at no cost \$1360**

**Provide introduction person for seminars/introduction for speakers**

**10 days/Food/Travel/help in booth as well/84 hours approx @ \$15 \$1260**

**Office Expenses/110 hours of planning and execution**

**Office personnel and logistics planning. Neogiate contract/oversee project /any misc. requirements and follow up to provide smooth experience. Includes working with Renfro Productions and the IURC.**

**Data tracking/Reports/Compiling on information  
Overseeing that all items in Renfro Contract are executed**

**IURC 811 interactives set up in show (IURC to deliver)**  
**Mark Stowe doing social media live interview talking 811-- no charge**  
**110 hours @\$30/hr = \$3300**  
**Purchase, shipping, and install - quantity 24 (24 x 24) carpet Floor**  
**Decals – hole in floor that shows utilities \$1860**

**Cleaning and detailing of Gator Daily**

**Miscellaneous Odds/Cleaning Supplies/wire ties/Rags/Wire to hang signs/supplies**  
**\$480**

**Accommodations 1 Person for Seminar Series 9 nights \$1080**

**3. Bass Boat & 811 Gator**

**Rate for both for 10 days plus 2 set up days \$560 per day \$5600**

**These rates are for cost of boat and the expenses Items/Insurance etc. We charge these rates for display at events.**

**4. Staff 3 people 10 days – approx. 84 hours total in 10 days**

**84 hours @15 x 3 people = \$3780 plus benefits and insurance \$4160**

**8. Haul booth items/Backdrops/Fuel**

**1 Crew /Mileage/Louisville to Indy/Set up & Tear down (2-trips \$1240 Each trip) = \$2480**

**Use of back drops/Banners/Flag Stands that belong to 811 Outdoorsfor booth set up \$860**

**Shipping some items to winners/to over see office hours/any odd expenses**

**10. New Back drops to fill larger booth space**

**\$460 printing each qty 2/Shipping and Design \$420 = \$1340**





*RENFRO PRODUCTIONS & MANAGEMENT, INC.*

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Anderson, IN 46013-9680

(765) 641-7712 • (877) 892-1723

Fax: (765) 641-7756

**FORD  
INDIANAPOLIS  
BOAT, SPORT & TRAVEL SHOW  
INDIANA STATE FAIRGROUNDS  
INDIANAPOLIS, INDIANA  
OFFICIAL SEMINAR SPONSORSHIP  
OF THE  
FISHING SEMINAR SERIES**

**Sponsorship Description:**

**811 Call Before You Dig** will function as the official seminar sponsor of the “811 Fishing Seminar Series” during the *Ford Indianapolis Boat, Sport & Travel Show* for the 2020 show, February 14<sup>th</sup>–23<sup>rd</sup> at the Indiana State Fairgrounds.

**In support of the sponsorship, Renfro Productions & Management, Inc. will:**

1. Refer to the Fishing Seminar Series as the “811 Call Before You Dig Fishing Seminar Series.”
2. Provide logo and/or audio mention in cash advertising that refers explicitly to the Fishing Seminar Series. Advertising to include print, television, website, and social networking sites. Our television, radio, print, digital and social media advertising campaign begins well in advance to the opening of the show. Our advertising campaign encompasses north, central and southern Indiana cities from east to west, including Attica, Bedford, Bluffton, Brownsburg, Columbus, Connersville, Crawfordsville, Daleville, Evansville, Greenfield, Greencastle, Kokomo, Indianapolis, Lafayette, Laporte, Lebanon, Logansport, Marion, Muncie, New Castle, New Palestine, North Vernon, Pendleton, Rochester, Princeton, Rensselaer, Richmond, Rushville, Scottsburg, Seymour, Shelbyville, South Bend, Spencer, Terre Haute, Tipton, Valparaiso, and Wabash. In addition to Indiana, we advertise in Cincinnati and Dayton, Ohio; Louisville, Kentucky; Champaign–Urbana, Illinois and the counties on the Indiana – Illinois border. Our 2019 paid campaign was comprised of over 520 TV spots, 2555 radio spots, and more than 2 million digital impressions with a value that exceeds \$238,000.
3. Provide **811 Call Before You Dig** premium exposure on the *Ford Indianapolis Boat, Sport & Travel Show’s* website which will include a hotlink to the **811 Call Before You Dig** preferred link.
4. Supply copy points for print, radio, and television for possible tagging purposes on **811 Call Before You Dig’s** existing local electronic advertising.
5. Supply event logos and/or artwork for print tagging purposes on **811 Call Before You Dig’s** existing local print advertising.

6. Inclusion in all publicity alerts and press releases when specifically referencing the Fishing Seminar Series.
7. Include the "811 Call Before You Dig Fishing Seminar Series" in all publicity and public relations pitches, where applicable.
8. Allow 811 Call Before You Dig signage across the entire back drop of the Fishing Seminar Series Area in the Blue Ribbon Pavilion, and the second stage located between the Champions and Blue Ribbon Pavilions during the *Ford Indianapolis Boat, Sport & Travel Show*. Banners must be provided by 811 Call Before You Dig. Banner locations and sizes are determined by show management.
9. Allow 811 Call Before You Dig signage on aisle banners throughout all buildings of the *Ford Indianapolis Boat, Sport & Travel Show*. Signage will be 3'w x 2'h, double sided foam core or similar type sign board. Aisle signs will be placed in the following buildings: 17 Blue Ribbon Pavilion, 14 Champions Pavilion, 12 South Pavilion, 12 West Pavilion, 2 Coliseum. Total of 57 3'w X 2'w double sided aisle signs.
10. Provide 811 Call Before You Dig, a 10' X 50' booth space area in the *Blue Ribbon Pavilion*. Value: \$4,550.00
11. Supply one-hundred (100) complimentary event tickets for staff/client use. Total value: \$1,300.00.
12. Supply five (5) parking passes.
13. Provide 811 Call Before You Dig a full-page ad in the official show program of the *Ford Indianapolis Boat, Sport & Travel Show*.
14. Provide the opportunity for a representative of 811 Call Before You Dig to announce seminar speakers on the 811 Call Before You Dig Seminar Stage.

**In support of the sponsorship, 811 Call Before You Dig will:**

1. Provide all banners for display at the *Ford Indianapolis Boat, Sport & Travel Show*.
2. Provide the 811 Call Before You Dig logo, as soon as possible to Renfro Productions, to be used in advertising. Logo should be emailed to Todd Jameson at [tjameson@renfroproductions.com](mailto:tjameson@renfroproductions.com).

**Sponsorship Fee:**

811 Call Before You Dig will pay Renfro Productions & Management, Inc. a fee of \$40,000.00 for the 2020 seminar sponsorship of the Fishing Seminar Series at the *Ford Indianapolis Boat, Sport & Travel Show*.

A payment to Renfro Productions & Management, Inc. representing 50% (\$20,000.00) of the sponsorship fee will be due upon receipt and signing of agreement. The remaining sponsorship fee (\$20,000.00) shall be due not later than thirty (30) days prior to the Event.

Agreed to and Accepted for Renfro Productions & Management, Inc. by:

\_\_\_\_\_ Date: \_\_\_\_\_

Agreed to and Accepted for 811 Call Before You Dig by:

\_\_\_\_\_ Date: \_\_\_\_\_

## State of Indiana Electronic Approvals

Contract ID 00000000000000000039985      Type New      Amendment      Amount 84500.000  
 Start Date 02/01/2020      End Date 02/29/2020  
 Agency Utility Reg Commission  
 Supplier 811 OUTDOORS LLC      Zip Code 40071

	Approver	Agency	Date / Time Approved
1	Becerra,Mary	Agency Fiscal Approval	01/21/2020 2:08:24.000000PM
2	Redding,Sandra D	IDOA Legal Approval	01/29/2020 5:18:59.000000PM
3	Joyce,Danielle M	SBA Approval	01/30/2020 4:38:50.000000PM

Return

