



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, April 19, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

* * * * *

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Lori Kelley

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

5. APPROVAL OF MINUTES

April 12, 2023

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – April 19, 2023
Payroll – April 21, 2023

4

7. REPORTS	11
Treasurer's – March 2023	

8. NEW BUSINESS

A. APPROVAL OF RESOLUTION 2023-08 AND SUBMISSION OF RURAL TRANSIT GRANT FOR 2024	13
Presenter: Angie Purdie and Chris Myers	

This is the grant APPLICATION for year 2024.
The Monroe County Board of Commissioners are the applicant for the funds and have agreed by Resolution 2023-4 to subcontract with Area 10/Rural Transit to provide the service.
The funds listed have not been awarded, but are the amounts requested from Federal and State funds. Rural Transit is requesting a minimum of \$66,000 in local match funds from Monroe County. This request will be submitted by the Board of Commissioners during the 2024 budget process. There is no capital request for 2024.

B. HARRELL-FISH, INC. HVAC SYSTEM REPLACEMENT PROPOSAL	63
Fund Name: Cumulative Capital	
Fund Number: 1138	
Amount: \$19,830	
Presenter: Richard Crider	

Multiple HVAC units at the Curry Building require extensive repair and are no longer able to provide cooling. The age of the units paired with the scope of work required to repair them support replacement. This request is to approve the agreement with Harrell-Fish Incorporated (HFI) in the amount of \$19,830.00 to remove and replace HVAC equipment in systems 1, 10, and the Records Room. The equipment replacement includes:
System 1 - Condenser
System 10 - Condenser, Air Handler, and 10-kilowatt heat kit
Records Room - Condenser, Air Handler, and 10-kilowatt heat kit

C. GRABER POST BUILDINGS, INC SERVICE AGREEMENT	68
Fund Name (s): County General and Non-reverting	
Fund Number (s); 1000, 1178 & 1179	
Amount: Not to exceed \$30,500	
Presenter: Kelli Witmer	

On 03-22-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$30,500.00.
Project: Karst Farm Park Caretaker's House -
Replace metal roof, wood siding, wood soffit, & gutters. (Circa 1980's).
Problems:
Wood siding/soffit is falling off and is housing mammals & avians. Wood siding/soffit will be replaced with long lasting metal. The roof is at the end of its useful life. FYI: The walk-out basement is utilized by the Karst Summer Day Camp and various athletic tournaments. Service agreement expires on October 1, 2023.

D. BLEDSON RIGGERT COOPER JAMES SERVICE AGREEMENT

74

Fund Name: 2017 GO Bond

Fund Number: 4810

Amount: Not to exceed \$36,460

Presenter: Kelli Witmer

On 01-11-23, the Monroe County Board of Commissioners approved an agreement with BRCJ for conceptual-level design and preliminary engineering bridge report (PER) for phase 2 of the Limestone Greenway. In the original agreement (Exhibit A), BRCJ listed VS Engineering for the bridge PER. BRCJ requested a change from VS Engineering to Kurdziel Barker Bridge Engineering. Paul Satterly, County Highway Engineer, has no reservations about the change in bridge engineers.

E. IZZY'S RENTAL SERVICE AGREEMENT

84

Fund Name (s): County General and Non-reverting

Fund Numbers (s): 1000, 1178, and 1179

Amount: Not to exceed \$3,000

Presenter: Kelli Witmer

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

F. COOPERATIVE AGREEMENT ON TITLE IV-E COST RECOVERY FOR PUBLIC DEFENSE EXPENSES

89

Fund Name: Title IV-E

Fund Number: 8117

Presenter: Molly Turner-King

This is a request to approve an annual Cooperative Agreement on Title IV- Cost Recovery for the Public Defense expenses in Title IV-E cases. The Agreement is between the Indiana Public Defender Commission and Monroe County. This Agreement provides for the reimbursement of costs associated with the Public Defender's representation in Child in Need of Services (CHINS) cases. This item was previously discussed during the work session on March 1, 2023.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
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Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
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Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING SUMMARY MINTUES Wednesday, April 12, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

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"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

- 1. CALL TO ORDER BY COMMISSIONER GITHENS** **10:00 am**

- 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS** **10:00 am**

- 3. DEPARTMENT UPDATES** **10:02 am**
Health – Lori Kelley
Emergency Management – Jamie Neibel
Highway – Lisa Ridge

- 4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** **10:13 am**

Dareal Rubel, Monroe County resident
Eric Spoonmore, Bloomington Chamber of Commerce President

- 5. APPROVAL OF MINUTES** **10:21 am**
April 5, 2023

Thomas made a motion to approve. Jones seconded.
Githens called for a voice vote.
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – April 12, 2023

10:22 am

Thomas made a motion to approve. Jones seconded.
No public comment
Githens called for a voice vote.
Motion carried 3-0.

7. REPORTS
None

8. NEW BUSINESS

A. HEALTH DEPARTMENT CODE CHAPTERS 310 AND 341 REVISIONS
Presenter: Lori Kelley and Michael Kuzemka

10:22 am

This request is for chapter 341 and Chapter 310 code revisions for the Health Department that were discussed at the Commissioners Work Session on April 5, 2023. These revisions were previously discussed with Mr. Cockerill. The health department is requesting approval to delay changes to Chapter 310-Fee Codes to March 1, 2024. This will allow time for the department to make necessary changes, such as updating the pay processing system and forms, and will allow markets to fall within the same annual licensing terms as the retail food establishments. During this gap in time the health department will be making updates to Chapter 341 that are necessary to properly enforce and carry out the Chapter 310 amendments. The department will be presenting the amendments to Chapter 310 to the Board of Health on April 27, 2023 and will follow with presenting Chapter 341 changes once completed for review and approval.

Thomas made a motion to approve. Jones seconded.
No public comment
Githens called for a voice vote.
Motion carried 3-0.

B. INDIANA DEPARTMENT OF NATURAL RESOURCES/DIVISION OF FISH AND WILDLIFE GRANT
Fund Name: Stormwater
Fund Number: 1197
Grant Amount: \$7,000
Presenter: Kelsey Thetonia

10:26 am

The Department applied for the Lake and River Enhancement Program (LARE) grant and was notified of the award. The grant funds will assist in the removal of the log jam on Brummetts Creek. The funds are 80% of the cost, not to exceed \$7,000.

Thomas made a motion to approve. Jones seconded.
No public comment
Githens called for a voice vote.
Motion carried 3-0.

C. ACTSOFT WORKFORCE MANAGER AGREEMENT

10:28 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$9,000/3 year agreement

Presenter: Greg Crohn

The Monroe County Probation Department utilizes a GPS based cell phone application for its field officers known as Work Force Manager. The ActSoft company providing the software was partnered with AT&T, provider of our cell service. This partnership allowed for the application cost to be added to our monthly cell service bill.

Recently that partnership dissolved, requiring an agreement be drawn between Monroe County and ActSoft. This request is to approve the 3 yr. agreement to retain that service. Charges equal \$250.00 monthly, totaling \$9,000 over the life of the agreement. All costs will be shifted from the telephone maintenance line to the software line in Cumulative Capital.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a voice vote.

Motion carried 3-0.

D. SAFE PLACE AGREEMENT WITH OWEN COUNTY FAIR ASSOCIATION

10:30 am

Fund Name: Safe Place

Fund Number: 9103

Amount: \$200

Presenter: Cassidy McCammon

Youth Services Bureau Safe Place would like to renew our annual booth at the Owen County Fair. The fair is July 9th-15th, and it is consistently one of our biggest events, giving us an opportunity to share Safe Place information with hundreds of youth in Owen County. The cost to rent the booth for the week is \$200.

Thomas made a motion to approve. Jones seconded.

No public comment

Githens called for a voice vote.

Motion carried 3-0.

E. SOUND MANAGEMENT ADVERTISING AGREEMENT

10:32 am

Fund Name: Election

Fund Number: 1215

Amount: Not to exceed \$4,016

Presenter: Nicole Browne

This agreement is for radio and digital advertising for the 2023 Primary Election.

Thomas made a motion to approve. Jones seconded.

Public comment:

Eric Spoonmore, Bloomington Chamber of Commerce President

Githens called for a voice vote.

Motion carried 3-0.

09. APPOINTMENTS

None.

10. ANNOUNCEMENTS

10:38 am

[Absentee voting by mail deadline is May 1, 2023.](#)

[Early in person voting begins April 4, 2023, at Election Central, 302 S. Walnut St, Bloomington, IN 47404.](#)

DATE (M-F) *Unless otherwise noted	OPEN/CLOSE HOURS
APRIL 4 - APRIL 6	8:00 AM/6:00 PM
APRIL 10 - APRIL 14	8:00 AM/6:00 PM
APRIL 17 - APRIL 21	8:00 AM/6:00 PM
SATURDAY, APRIL 22*	9:00 AM 4:00 PM
APRIL 24 - 28	8:00 AM/6:00 PM
SATURDAY, APRIL 29*	9:00 AM 4:00 PM
MONDAY, MAY 1	8:00 AM /12:00 PM

Primary Election Day is Tuesday, May 2, 2023. [Polls will be open 6:00 am – 6:00 pm.](#)

Polling sites listed below:

Poll Name	Poll Location	Precincts Voting at Poll
The Academy	444 S Patterson Dr, Bloomington, 47403	Perry 1, 29, 30
Arlington Heights Elementary School	700 W Parrish Rd, Bloomington, 47404	Bloomington 14
Binford Elementary School	2300 E 2nd St, Bloomington, 47401	Bloomington 8; Perry 17, 20
Bloomington High School North	3901 N Kinser Pk, Bloomington, 47404	Bloomington 4,13,17
Bloomington High School South	1965 S Walnut St, Bloomington, 47401	Perry 9, 10, 12, 13, 32
Christ Community Church	503 S High St, Bloomington, 47401	Bloomington 21; Perry 7, 16
Eastview Church of the Nazarene	4545 E Lampkins Ridge Rd, Bloomington 47401	Perry 21, 26
Election Operations	302 S Walnut St, Bloomington, 47401	Bloomington 3, 7, 22, Perry 6, 8, 15, 31
Ellettsville Christian Church	731 Independence St, Ellettsville, 47429	BB3, Richland 1, 2, 8
Fairview Elementary School	500 W 7th St, Bloomington, 47404	Bloomington 1, 6, 20
Faith Lutheran Church	2200 S High St., Bloomington, 47401	Perry 14
Highland Park Elementary School	900 S Park Square Dr, Bloomington, 47403	Richland 9, Van Buren 2
Indiana Memorial Union University Club	900 E 7th St, Bloomington, 47405	Bloomington 5, 18, 19, 23
Jackson Creek Middle School	3980 S Sare Rd, Bloomington, 47401	Perry 11, 28
Sherwood Oaks Christian Church	2700 E Rogers Rd, Bloomington, 47401	Perry 18, 19
Summit Elementary School	1450 W Countryside Ln, Bloomington, 47403	Perry 3, 5
Tri-North Middle School	1000 W 15th St, Bloomington, 47404	Bloomington 2
University Elementary School	1000 W 15th St, Bloomington, 47404	Bloomington 2

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

Thursday, May 11, 10am – 3pm

Friday, May 12, 1pm – 6pm

Wednesday, June 14, 1pm – 6pm

Friday, June 16, 10am – 3pm

Thursday, July 13, 1pm – 6pm

Friday, July 14, 10am – 3pm

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us.

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	cspek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

11. ADJOURNMENT

10:40 am

The summary minutes of the April 12, 2023, Board of Commissioners' meeting were approved on April 19, 2023.

MONROE COUNTY COMMISSIONERS', INDIANA

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA**

April 12, 2023

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

No Work Session This date

COUNTY TREASURER'S MONTHLY REPORT
Required by IC 36-2-10-16 and IC 5-13

Month ending **March** **2023** **MONROE COUNTY**

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded).....	\$ 4,946,660.70
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Advance Tax Draws(neg).....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	436,347.96
12 Vehicle license Excise Tax.....	3,909,022.59
13 Sewage Collections.....	0.00
14 Vehicle Sharing.....	422.80
15 Aircraft License Excise Tax.....	7,404.03
16 Auto Rental Excise Tax.....	230,304.11
17 Watercraft Title and Registration Fees (Boat Excise Tax).....	86,716.41
18 Lotto Excise Tax Cut.....	1,576,580.47
19 Heavy Eqpiment Rental.....	155,218.30
20 Negative Exp Downtown TIF adjustment.....	(3,384.08)
21 Total Balances of all Ledger Accounts - Cash.....	110,564,201.25
22 Total Balances of all Ledger Accounts - Investments.....	22,118,756.67
23 Total Charges.....	\$ 144,029,251.21

CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 121,909,494.54
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 22,118,756.67
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27	
28	
29	
30 Total	\$ 144,029,251.21
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 144,029,251.21 \$ 144,029,251.21
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 121,909,494.54
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(1,052,104.89)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 123,220,080.04
37 Deposits in Transit (Detail on Reverse Side).....	(258,480.61)
38 Proof.....	\$ 123,220,080.04 \$ 123,220,080.04

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County.....	\$ 1,000.00
(b) Receipts Deposited in Depositories.....	
(c) Uncollected Items on Hand (List on Reverse Side).....	
(d) Total (Must Agree With Line 26 Above)	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of April 2023

Jessica McEllan
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.
Original (White) --To be filed with County Auditor for Board of Finance.
Duplicate (Blue) -- To be filed with County Auditor for Board of Commissioners.
Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) --To be retained by County Treasurer.

FILED
APR 12 2023
Catherine Smith
Auditor Monroe County, Indiana

COUNTY TREASURER'S

Required by IC 36-2-10-16
and IC 5-13

MONROE COUNTY
Month ending

March 31, 2023

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Mar-23

deposits+outstanding+BB balance=CB bal come back to cashbook balance

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$32,923,439.27	(\$364,965.97)	(\$1,015,188.66)	\$31,543,284.64
002 - FFB Payroll 3328	\$0.00	\$45.85	(\$36,916.23)	(\$36,870.38)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$0.00	\$0.00	\$0.00
005 - FFB Credit Card 5324	\$216,149.62	\$183,907.97	\$0.00	\$400,057.59
006 - FFB General 5535	\$49,013,415.36	(\$13,693.07)	\$0.00	\$48,999,722.29
013 - German American 3108	\$29,850.89	(\$42.02)	\$0.00	\$29,808.87
014 - TI TRECS 0001	\$40,221,018.92	(\$55,556.83)	\$0.00	\$40,165,462.09
027-ONB MC 20 Cap 80-0424-04-6	\$810,595.76	(\$2,574.60)	\$0.00	\$808,021.16
029 - FFB ARPA Fund 7568	\$5,601.91	(\$5,601.91)	\$0.00	\$0.00
030-ONB MC2021 Bond Hunter Valley	\$8.31	(\$0.03)	\$0.00	\$8.28
Depository Totals	\$123,220,080.04	(\$258,480.61)	(\$1,052,104.89)	\$121,909,494.54
007 - MS7203004 road & street	\$2,154,880.69	\$0.00	\$0.00	\$2,154,880.69
008 - MS7203017 cum bridge	\$3,233,981.16	\$0.00	\$0.00	\$3,233,981.16
009 - MS7202940 aviation gen	\$193,074.35	\$0.00	\$0.00	\$193,074.35
010 - MS7202979 aviation constr	\$428,639.02	\$0.00	\$0.00	\$428,639.02
011 - MS7202924 aviation building	\$642,096.33	\$0.00	\$0.00	\$642,096.33
012 - MS7202953 property re-assesmt	\$527,216.82	\$0.00	\$0.00	\$527,216.82
017 - Redev-80-0267-02-3	\$58,760.37	(\$186.63)	\$0.00	\$58,573.74
018 - Redev-80-0267-01-5	\$449.17	(\$1.43)	\$0.00	\$447.74
019 - Redev-80-0306-01-1	\$731.85	(\$2.31)	\$0.00	\$729.54
020 - Redv com 80-0306-03-7	\$303,403.02	(\$963.66)	\$0.00	\$302,439.36
021 - Bank of New York Mellon/Holdings	\$14,051,854.44	(\$881.71)	\$0.00	\$14,050,972.73
022-ONB MC18 Bond Int 80-0386-01-3	\$44.52	(\$0.10)	\$0.00	\$44.42
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$439.86	(\$1.34)	\$0.00	\$438.52
026-ONB MC 20 Debt 80-0424-03-8	\$526,895.77	(\$1,673.52)	\$0.00	\$525,222.25
Investment Totals	\$22,122,467.37	(\$3,710.70)	\$0.00	\$22,118,756.67
Totals	\$145,342,547.41	(\$262,191.31)	(\$1,052,104.89)	\$144,028,251.21
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
Investments Balance				
Warrants & Deposits in Transit				\$1,314,296.20

ADVANCE CKS FOR SETTLEMENT

** Outstanding Checks
***Reconciling item per St Bd of Accts
****Bank Error

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is the grant APPLICATION for year 2024.

The Monroe County Board of Commissioners are the applicant for the funds and have agreed by Resolution 2023-4 to subcontract with Area 10 I Rural Transit to provide the service.

The funds listed have not been awarded, but are the amounts requested from Federal and State funds. Rural Transit is requesting a minimum of \$66,000 in local match funds from Monroe County. This request will be submitted by the Board of Commissioners during the 2024 budget process.

There is no capital request for 2024

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency US DOT/ Federal Transit Admn.

Federal Program Formula Grants for Rural Areas.

CFDA# 20.509

Federal Award Number and Year (or other ID) 2024

Pass Through Entity: Monroe County Government

Request completed by: Angie Purdie

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

AUTHORIZING RESOLUTION

Resolution No. 2023-08

Resolution authorizing the filing of a CY2024 application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants for public transportation projects.

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY **Monroe County Commissioners**

1. That **(enter name and title of authorized official of applicant)** on behalf of **Monroe County Commissioners** is authorized to make the necessary certifications and assurances and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services within **Monroe, Owen, Putnam and Lawrence counties**.
2. That Area 10 Agency on Aging is authorized to execute and file an application on behalf of **Monroe County Commissioners** with INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That Area 10 Agency on Aging is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That **Area 10 Agency on Aging** is authorized to execute grant contract agreements on behalf of **Monroe County Commissioners**.

CERTIFICATE

The undersigned duly qualified and acting **(enter name of Title Officer)**, of the **Monroe County Commissioners** certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the **Monroe County Commissioners** held on **(MM/DD/YYYY)**.

Signature of Recording Officer

Title of Recording Officer

Date

LOCAL FINANCIAL CERTIFICATION and ASSURANCES

The **Monroe County Commissioners** hereby assures and certifies with respect to this application for Section 5311/5339 assistance that:

1. The Applicant has the requisite fiscal, managerial, and legal capability to carry out the Section 5311/5339 Program and to receive and disburse federal and state funds.
2. Some combination of state, local, and/or private funding sources has or will be committed and restricted to the 5311/5339 program in order to provide the required local share through the period of service identified within the grant contracts. ***(Provided in Attachment A of this document)***
3. Any portion of local, and/or private funding sources that has been committed as restricted to the 5311/5339 transit grant, and not utilized at the end of the period of service identified within the grant contract, will be placed into a reserve account, and reprogrammed into future 5311/5339 program grants or projects.
4. The Applicant has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.

Signature of Authorized Official

Title of Authorized Official

Date

Attachment A

Local Funding Sources Detail

PLEASE PROVIDE DETAILED SOURCES OF LOCAL MATCHING FUNDS THAT ARE CERTIFIED AND ASSURED AS RESTRICTED TO THE 5311/5339 PROGRAMS AND AVAILABLE DURING THE PERIOD IDENTIFIED WITHIN THE 5311/5339 GRANT CONTRACT BUDGETS. FUNDS THAT ARE IDENTIFIED BELOW AND NOT MADE AVAILABLE AFTER ANY CONTRACT IS FULLY EXECUTED MAY RESULT IN BREACH OF CONTRACT WITH INDOT DEPENDING ON CAUSE OF UNAVAILABILITY.

Please DO NOT simply name sources as “county, city, donations, etc.”. You must identify each source by name i.e., XYZ County, City of ABC, United Way, XYZ Foundation, BeHealthy Medical Center, etc.

SECTION 5311 OPERATING FUND LOCAL MATCH SOURCES AND AMOUNTS: Section 5311 Funds have 50% local match requirement.

SOURCE OF LOCAL MATCH (PLEASE LIST EACH SOURCE INDIVIDUALLY)	RESTRICTED AMOUNT
In-Kind: Putnam County Comprehensive Services (space & utilities)	
In-Kind: Lawrence County ARC (space & utilities)	6,600.00
In-Kind: Sweet Owen Industries, Inc. (space & utilities)	4,200.00
Monroe County Commissioners	66,000.00
Lawrence County government	22,000.00
Town of Spencer	12,000.00
City of Greencastle	15,000.00
Putnam County EDIT	15,000.00
Title IIIB Transportation (Putnam – Thrive West Central)	15,000.00
Title IIIB Transportation (Monroe & Owen – Area 10)	25,000.00
Medicaid	
Local Purchase of Services	
Bus Advertising	

SECTION 5339 CAPITAL FUND LOCAL MATCH SOURCES AND AMOUNTS: (if requesting vehicles or equipment) Section 5339 Funds have 20% local match requirement.

SOURCE OF LOCAL MATCH (PLEASE LIST EACH SOURCE INDIVIDUALLY)	RESTRICTED AMOUNT
N/A this year	

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.


An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

 Monroe County Commissioners _____

The Applicant certifies to the applicable provisions of all categories: 

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Monroe County Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For _____ Monroe County Commissioners

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

5333(B) LABOR WARRANTY

Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use “a special warranty that provides a fair and equitable arrangement to protect the interests of employees” in order for the Section 5311(i) requirements to apply to Section 5311.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST DOWNLOAD THE DOCUMENT PROVIDED BELOW AND COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT AND TRANSIT PROVIDER. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO “5333(b) SPECIAL WARRANTY” WITHIN THE BLACKCAT APPLICATION.

ONLY UPLOAD THE LAST TWO PAGES OF THE DOCUMENT WHEN COMPLETED AND SIGNATURES OBTAINED.

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SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects

PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought

about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this

arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total

time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service <u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within

thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons, therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not

merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 02-07-18

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**SPECIAL SECTION 5333(b) WARRANTY
LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS**

This form must be completed by all Applicants/Recipients. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: **Monroe County Commissioners**

Union Rep: **N/A**

Transit Provider: **Area 10 Agency on Aging**

Service Area Description: (in space below, enter all counties serviced by transit provider identified above)

Monroe, Owen, Putnam and Lawrence counties

☒ Section 5311 Operating Assistance (check if applicable to this application)

☐ Section 5339 Capital Assistance (check if applicable to this application)

Eligible Providers: Please list any other transit providers that currently operate within your service area who are currently receiving Section 5311 rural transit or 5311(f) Inter-city Bus funding

Other 5311 Eligible Providers in

Applicant's Service Area:

Bloomington Transit
Indiana University Bus

Union Representation (Union & Local # if applicable):

Local 2487/AFSCME ALF-CIO #62
AFSCME AFL-CIO #823

**STATEMENT OF ACCEPTANCE OF THE
SPECIAL SECTION 5333(b) WARRANTY**

All Applicants/Recipients must execute the following statement of acceptance:

The **Monroe County Commissioners** and Area 10 Agency on Aging agree to make use of the Special Section 5333(b) Warranty developed for exclusive application to the Rural and Small Urban Transit Assistance Program – Section 5311 of the Federal Transit Act, as amended.

The Applicant and Recipient/Contract Provider agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between INDOT and the applicant.

Signed by Monroe County Commissioners

Date

Signed by Area 10 Agency on Aging

Date

100 W. Kirkwood Ave., #322
(Applicant Street Address)

Bloomington, IN 47404
(City, State, Zip)

apurdie@co.monroe.in.us
(Applicant email address)

812-349-2550
(Applicant telephone)

FTA requires that each sub-recipient post the entirety of the Special Warranty Provisions as well as this signature page where affected employees may see it.

PASS-THROUGH AGREEMENT

In some cases, FTA permits the states to use an eligible subrecipient as a Pass-through in order to funnel money to another eligible applicant. When the lower tier recipient would also be an eligible recipient, the arrangement is not a third-party contract (*e.g.*, state awards funds to a public agency that in turns gives the funds to an otherwise eligible recipient). It is important for the reviewer to ascertain the relationship between the grantee and lower tier contractors and establish whether the arrangement is a legitimate “Pass-through” or a third-party contract. Beginning in 2000, INDOT expressly permits nonprofit organizations to serve as a lower tier subrecipient provided that the nonprofit is specifically designated in the grant application and that an otherwise eligible recipient has adopted a resolution that designates the nonprofit agency as a recipient of funds.

REQUIRED DOCUMENT INSTRUCTION: IF FUNDS ARE BEING FUNNELED THROUGH TO A LOWER TIER RECIPIENT, APPLICANTS MUST COMPLETE THE TEMPLATE PASS-THROUGH AGREEMENT PROVIDED BELOW. FORM MUST BE COMPLETED BY OBTAINING THE APPROPRIATE SIGNATURES. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO “PASS-THROUGH AGREEMENT” WITHIN THE ONLINE APPLICATION OF BLACKCAT.

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Section 5311/5339 Pass-through Agreement

For more than two decades, nonprofits and governmental entities have been subject to the Pass-through guidance laid out under OMB Circular A-110 and A-102. However, with the 2014 issuance of the 2 CFR 200, Uniform Guidance, an additional responsibility was imposed on Pass-through entities.

By signing this agreement and oversight policy, we duly understand our responsibility for ensuring to the best of our ability that the federal 5311/5339 funds as applicable and passed through to the non-profit agency we have designated as the subrecipient of the funds, are accompanied with all of the information needed to run the federal program and ensure that it is being run in compliance with federal statutes, laws, and regulations. As detailed in Uniform Guidance/Title 2 CFR 200. 300 series, we understand our responsibilities as a Pass-through Entity to be at a minimum to:

- Ensure that every subaward is clearly identified to the subrecipient as a subaward and include at the time of the subaward all required information pertaining to the federal program – including the name of the federal agency, the Catalog of Federal Domestic Assistance (CFDA) number and the award date;
- Consider imposing specific subaward conditions, (in addition to the federal regulations) on a subrecipient, if appropriate;
- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and conditions of the subaward, and that subaward performance goal are achieved. This can be accomplished by requiring obtaining periodic financial and programmatic reports, site visits and obtaining the subrecipient's audit reports;
- Verify that every subrecipient expending \$750,000 or more in federal awards during their fiscal year have a Single Audit under Uniform Guidance;
- Consider whether the results of the subrecipient's audit, on-site reviews or other monitoring requires an adjustment of your own organization's records;
- Consider taking enforcement action against noncompliant subrecipients;
- Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring;
- Submit annually a pass-through oversight and monitoring certification to INDOT Office of Transit. Certification will include confirmation of the oversight and monitoring that occurs throughout the contract period as detailed within each section of this Pass-through Agreement.

Federal Awarding Agency: Indiana Department of Transportation

Pass-through Entity: Monroe County Commissioners

THIS AGREEMENT made this 19th day of April, 2023 among Monroe County Commissioners, acting through the county commissioners and/or agency planning/governing board (hereinafter referred to as the "Applicant") and Area 10 Agency on Aging a private nonprofit corporation, (hereinafter referred to as the "Service Provider"), by its duly authorized representative(s), whose mailing address is: 631 W. Edgewood Dr., Ellettsville, IN 47429.

WITNESSETH

WHEREAS, the Applicant and Service Provider are eligible to receive federal assistance as confirmed through the System of Award Management (SAM.gov), and has made application for the 5311 Operating and/or 5339 Capital Assistance Program under section 5311 of the Federal Transit Act with the Application incorporated and made a part of this Agreement.

WHEREAS, the Service Provider is able to meet the objectives of the Section 5311 federal assistance program and is confirmed as having obtained or continuing to maintain the appropriate levels of administrative technical capacity and management expertise for 5311 programmatic and operational decision making.

WHEREAS, the Service Provider is able to meet public purposes and goals of the 5311 Operating and 5339 Capital Assistance Programs in order to enhance access to people in non-urbanized areas for purposes such as health care, shopping, education, recreation, and employment.

WHEREAS, it has also been confirmed that the Service Provider, upon submitting a Section 5311/5339 grant application, is not considered high-risk due to having any outstanding findings of non-compliance with federal, state, or local audits that are specific to federal Section 5311 transit assistance and are currently adhering to applicable federal, and state program requirements.

WHEREAS, at the time of submitting the Section 5311/5339 grant application, the Service Provider was found as compliant with current 5311 program requirements and meeting performance goals set forth by INDOT. No additional monitoring has been established nor required by either INDOT or the Applicant.

WHEREAS, at the time of submitting the Section 5311/5339 grant application, the Service Provider had no outstanding penalties or suspensions in funding due to 5311 program non-compliance that would otherwise delay any phase of the Section 5311 revenue service offered by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Applicant and Service Provider agree as follows:

SECTION I: Project Description

The purpose of this Agreement is to provide for the undertaking of rural public transportation services to the general public in and around Monroe, Owen, Lawrence and Putnam counties, Indiana.

SECTION II: Project Implementation

The Service Provider agrees, based on the grant assistance that will be provided through applicable federal funds received through FAIN awards referenced within the fully executed state contracts, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation (“INDOT”) and the Federal Transportation Administration (“FTA”) in accordance with the terms and conditions of this Agreement.

SECTION III: Project Duration

The Service Provider shall commence and complete 5311 program activities associated with the federally assisted operating project budget from ***January 1, 2024, to December 31, 2024***, as referenced and submitted within the 5311/5339 Application.

SECTION IV: Levels of Federal and State Funding

Reimbursement to the Service Provider shall be through fully executed cost reimbursement contracts with INDOT acting as the federal awarding agency. Federal Section 5311 Operating, State Public Mass Transit Funds (PMTF), and 5339 Capital Funds will be reimbursed to the Service Provider in the amounts up to, but not exceeding those referenced in 5311 and 5339 contracts with INDOT. Federal 5311 operating reimbursements are not to exceed 50% of the quarterly net operating expenses incurred and reported on an ***accrual basis*** by the Service Provider. Federal 5339 capital reimbursements are not to exceed 20% of the final total cost of any capital equipment purchased. State reimbursements will be requested in the amounts necessary and contingent upon levels of other local matching funds that are obligated (*as referenced in 5311/5339 Application*) and made available in order to meet the remaining local matching requirements of both federal operating and federal capital funds. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

SECTION V: Eligible Operating Project Expenditures

Project expenditures eligible for reimbursement under the Cost Reimbursement Contracts are only for those expenditures which are eligible for Section 5311 reimbursement and will only be reported to INDOT on an ***accrual basis*** of accounting. Projected expenditures of the Service Provider are further identified in the budget and cost allocation forms accompanying the application.

The Applicant will ensure a consistent review of all expenses sought for reimbursement by the Service Provider. The Applicant will ensure expenditures are reviewed on no-less than a quarterly basis and that the Service Provider submits all financial and operating data requested (*as referenced in Section VII*), by the Applicant prior to any final approval by the Applicant of INDOT Operating Claim Vouchers for reimbursement. Federal Office of Budget and Management Circular 2 CFR 200 shall be used as guidance in establishing allowable cost principals applicable to the federal grant.

SECTION VI: Service Provider Receipt of Reimbursements

Eligible Project costs will be reimbursed to the Service Provider by the Applicant on a quarterly basis and no later than 3-5 business days after the Applicant has received payment from INDOT. All reimbursements to the Applicant and/or Service Provider are subject to any penalties and/or

suspensions assessed by FTA or INDOT due to Applicant or Service Provider non-compliance of Section 5311 Program requirements.

SECTION VII: Financial Statements; Review and Approval of

The Service Provider shall submit to the Applicant, no less than 7 days prior to Applicant approval of quarterly reimbursements, any operating claim forms, capital claims, financial statements, records, and fiscal documents as may be deemed necessary and required by the Applicant. The Applicants review and approval must occur prior to submission of final signed claim voucher to INDOT. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the operating project budget accompanying the application. **Furthermore, the Service Provider shall attend no less than quarterly, commissioner or Applicant governing board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents.** Service Providers must also submit to the Applicant any certified audits performed by an independent Certified Public Accountant ("CPA"). The Service Provider shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

SECTION VIII: Audits and Inspections

As regulated by OMB 2 CFR 200.331-322, the Applicant understands that as acting Pass-through Entity of federal transit funding, we must perform **and sufficiently document** such non-all-inclusive monitoring of the lower tier Service Provider to include, but not limited to; review of financial and performance reports of the service provider, ensure proper close-out of any federal, state, or local compliance audits of the service provider, provide transit program related training or technical assistance to the service provider, and perform periodic on-site reviews of the transit service provider program operations.

Proper monitoring of the Service Provider by the Applicant is subject to review by INDOT.

As such, the Service Provider shall permit FTA, INDOT, or the Applicant, or any of their authorized representatives, to inspect all vehicles, facilities and equipment purchased by the Service Provider or obtained through the Section 5311 Programs. All transportation vehicles, facilities, equipment, staff, project data, and records that are funded fully or in part through the Section 5311 funding program, are subject to any/all FTA, INDOT, and Applicant inspections, audits, or reviews for compliance. The Service Provider shall permit the above-named entities to the books, records, accounts, and any policy and procedural elements of the Service Provider that pertain to any Section 5311 program federally funded transit project. The Service Provider will be subject to audits and inspections at any time, and without notice if necessary, by FTA, INDOT, or the Applicant to ensure compliance of the federal program.

The Applicant must notify INDOT immediately in any case of additional requirements being imposed on the Service Provider by the Applicant as a result of any audit or inspections conducted.

SECTION IX: Use of Applicant's Equipment

Any vehicles, equipment or facilities purchased under the Section 5311/5339 Assistance Program and titled in the name of the Applicant, hereinafter referred to as "Capital Assets," will be leased to the Service Provider at no cost. The vehicles, equipment or facilities covered by separate leases kept on file

by the Applicant and Service Provider shall only be used by the Service Provider for the purpose of rural public transportation services. Any fares, fees, or other proceeds, including leases or sub-lease obtained by the Service Provider, shall be used in the performance of the transportation services, and shall be reported quarterly to the Applicant. Any such proceeds shall be deducted from the monthly operating costs as allowed.

The Service Provider will maintain minimum levels of proper liability, collision, and property damage insurance for the service provided in conjunction with Indiana Insurance requirements required for for-hire transportation providers.

Upon the release of federally funded Capital Assets by FTA and INDOT, or in the event the Project is terminated, the Applicant will transfer ownership of any Capital Assets at the request of the Service Provider.

SECTION X: Consultant Contracts

Contracts for consultant services in excess of \$10,000 must be submitted by the Service Provider for review and prior approval by the Applicant, INDOT and FTA. The Applicant and/or Service Provider will abide by the requirements of FTA Circular 4220.1F (Third Party Contracting Requirements) in procuring services.

SECTION XI: Changes in Project Scope or Budget

The Service Provider shall immediately notify INDOT and the Applicant of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

SECTION XII: Labor Protection

Provisions of the Department of Labor Special Section 5333(b) Warranty signed by the Service Provider and the Applicant have been submitted and incorporated into the Section 5311/5339 grant application.

SECTION XIII: Equal Employment Opportunity

In connection with the execution of this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and treated fairly during their employment. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer, recruitment, or advertising, layoffs, or termination, rate of pay, or other forms of compensation; and selection for training including apprenticeship.

SECTION XIV: Non-Discrimination

The Service Provider agrees that as a condition to the Agreement that no otherwise qualified disabled person shall, solely by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, income status, or limited English proficiency, be excluded from participation in, be denied, the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Applicant through funding by the United States Department of Transportation.

SECTION XV: Civil Rights Act of 1964

The Service Provider shall comply with all requirements imposed under Title VI of the Civil Rights Act of 1964 (78 Stat. 252), as amended, and any and all regulations issued pursuant thereto (CFR Title 49, Subtitle A, Part 21).

SECTION XVI: Section 5311 Program Compliance

The Service Provider shall comply with all other FTA Certifications and Assurances and any other regulation included in the Section 5311 Program as cited in the 5311/5339 Application and upon its full execution, the Section 5311/5339 Grant Agreement between INDOT, the Applicant, and Service Provider.

SECTION XVII: Termination

The Applicant may, by written notice to the Service Provider, terminate the Project and cancel this Agreement.

SECTION XVIII: Agreement Changes

Any proposed change in this Agreement must have the approval of both the Applicant and the Service Provider prior to becoming effective.

SECTION XIX: Dispute

Any dispute concerning a question of fact in connection with purposes contained within this Agreement shall be referred to the Commissioner of INDOT, whose decision shall be final.

SECTION XXI: Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless the Applicant for all damage to life and property due to activities of the Service Provider, its subcontractors, agents, or employees, in connection with the execution of the Project.

SECTION XXII: Employment Eligibility Verification

The Applicant confirms as governmental employers we are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have “public contracts for services” with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (*i.e.* state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search <https://www.e-verify.gov/> .

IN WITNESS WHEREOF, Area 10 Agency on Aging and Monroe County Commissioners have caused this Agreement to be executed in their respective names.

EXECUTED THIS 19th **DAY OF** April, **20** 23

Name: _____

Printed Name of Authorized Representative of Applicant

By: _____

Signature of Authorized Representative of Applicant

Contact Information for Applicant Representative above:

Address: 100 W. Kirkwood Ave., #322, Bloomington, IN 47404

Email: _____

Phone: 812-349-2550

Name: Chris Myers

Printed Name of Authorized Transit Agency Representative

By: _____

Signature of Authorized Transit Agency Representative

CERTIFICATION OF APPLICANT'S ATTORNEY

I affirm that to the best of my knowledge the Applicant and Service Provider are in total compliance with all items and conditions of the grant agreement executed between the Indiana Department of Transportation and the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances or of the performances of the Project.

Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant, Service Provider and INDOT.

By: _____

Name of Applicant Attorney

Signature of Applicant Attorney

(MM/DD/YY)

2024 FTA Allocation: \$893,351 PMTF: \$311,595	FY2024 Estimated Actual Budget - staff as is	FY2024 Budget Using All FTA Allocation	
Expenses			
Operators' Salaries & Wages	\$ 469,590	\$ 678,486	
Other Salaries & Wages	\$ 205,067	\$ 216,617	
Fringe Benefits	\$ 96,180	\$ 100,989	
Services	\$ 62,554	\$ 78,193	
Fuel & Lubricants	\$ 201,337	\$ 228,792	
Tires & Tubes	\$ 10,653	\$ 12,106	
Other Materials & Supplies	\$ 62,017	\$ 70,474	
Utilities	\$ 57,201	\$ 57,201	
Casualty & Liability	\$ 126,050	\$ 126,050	
Taxes	\$ 2,935	\$ 3,000	
Purchased Trans Services	\$ -	\$ -	
Miscellaneous	\$ 700	\$ 700	
Leases & Rentals	\$ 100	\$ 100	
Equipment	\$ -	\$ -	
Indirects	\$ 241,027	\$ 292,838	
Total Expenses	\$ 1,535,476	\$ 1,865,546	
Less: Revenues			
Passenger Fares	\$ 54,070	\$ 61,443	
Net Expense	\$ 1,481,406	\$ 1,804,103	
Local Match			
General Fund Appropriation	\$ 125,000	\$ 125,000	
Other, Unrestricted Fed/State	\$ 295,408	\$ 456,757	
In-Kind	\$ 17,400	\$ 17,400	
State PMTF	\$ 311,595	\$ 311,595	
Federal Section 5311	\$ 732,003	\$ 893,351	
Total Revenue	\$ 1,535,476	\$ 1,865,546	
Avail Total Addtl if full FTA		\$ 330,070	
FTA that would not be used if no addtl. Local		\$ 161,348	



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Multiple HVAC units at the Curry Building require extensive repair and are no longer able to provide cooling. The age of the units paired with the scope of work required to repair them support replacement.

This request is to approve the agreement with Harrell-Fish Incorporated (HFI) in the amount of \$19,830.00 to remove and replace HVAC equipment in systems 1, 10, and the Records Room.

The equipment replacement includes:

System 1 - Condenser

System 10 - Condenser, Air Handler, and 10 kilowatt heat kit

Records Room - Condenser, Air Handler, and 10 kilowatt heat kit

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Curry Building
214 W 7th Street
Bloomington, IN 47404

Tuesday, April 11, 2023

Attn.: David Gardner & Richard Crider

Re: Condenser 1, Records Room System, and System 10 Replacement

Harrell-Fish, Inc. proposes to ...

Inclusions –

- Remove existing AHU and condensers
- Recover refrigerant
- Install new American Standard 4-Ton Condenser and AHU for Records room
- Install new American Standard 4-Ton Condenser for System 1
- Install new American Standard 4-Ton Condenser and AHU for system 10
- Install new 10kW heat kits (10 and Records Room)
- Reconnect to existing duct work
- Labor
- Recharge system
- Sign truck
- Misc. materials
- Startup and Verify operation

Exclusions –

- Any work outside above scope
- Replacing line sets
- Any further repairs
- Shift / Overtime
- Demo of ceiling in records room

*(This price is valid for 30 days. Payments made by credit card will be subject to a 3% processing fee.
Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this
quote may be adjusted proportionately.)*

Total Project Investment – \$19,830.00

Thank you for the opportunity to submit this proposal.

Please do not hesitate to contact me or our office if you have any further questions.

Sincerely,
HARRELL-FISH, INC.

Jacob Hupp
jhupp@harrell-fish.com

812.369.3733

Client Acceptance

Date

This proposal is subject to the accompanying HFI Standard Terms and Conditions

HFI Standard Terms and Conditions

1. This proposal shall be considered withdrawn if not accepted within thirty (30) days.
2. HFI shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us.
3. All labor is to be performed during HFI's regular working hours, unless noted in this proposal.
4. Until final payment is made, HFI will retain the title to all materials and equipment it installs.
5. Unless stated otherwise in this proposal, payment is due in full upon completion of work. Any account not fully paid with thirty (30) days of completion or due date shall bear interest at the rate of 2% per month.
6. In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs.
7. Client shall carry fire, extended coverage and all other necessary insurance for its premises.
8. Client hereby assumes the risk of loss or damage to the equipment installed by HFI from any cause whatsoever after the equipment is installed.
9. Every attempt will be made to complete the work on the date(s) specified, but because HFI may have no control over equipment availability and delivery, all completion dates are estimates only.
10. HFI shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, mold or mold-related substances, or any other cause beyond our control.
11. HFI shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
12. HFI shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
13. HFI shall not be liable for any present or futures taxes, charges or other government fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
14. HFI nor its employees or agents are experts in the identification of hazardous substances or materials. Therefore, Client agrees that HFI shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of mold, mold-like substances, or any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such substances or materials are encountered during the course of work, HFI may stop work until all such substances or materials have been removed and/or any hazard or liability is eliminated. HFI shall be granted an extension of time to complete performance equal to the delay, and HFI reserves the right to be compensated for any loss due to a delay.
15. Client agrees that, notwithstanding any other term or condition, HFI shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of mold or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or required by HFI.
16. This agreement contains the entire understanding between HFI and the Client; any modifications, amendments or changes must be in writing and signed by both parties.
17. Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3-1 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
18. HFI shall provide a one (1) year limited labor warranty on new equipment installations.
19. The manufacturer provides a limited warranty on the equipment for you. Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors.
20. Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void.
21. For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment. The remaining 50% of contract amount is due upon job completion. Our installer will collect your final payment before he leaves the job site. All payments by credit card are subject to a 3% fee.
22. For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice. Payments are approved check or cash. All payments by credit card are subject to a 3% fee.
23. Any alteration or deviation from the attached written specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this agreement.
24. HFI does not provide tax advice. It is the responsibility of the customer to verify all tax credits, deductions and energy rebates.

ADDENDUM TO Harrell-Fish Incorporated AGREEMENT

1. **Worker's Compensation.** Harrell-Fish Incorporated ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project and agrees to indemnify and save harmless the Board from all claims, costs, or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods, and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Harrell-Fish Incorporated.
Contractor

Board of Commissioners of Monroe County

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/19/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Graber Post Buildings, Inc. Service Agreement

Vendor # 4798

Executive Summary:

On 03-22-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$30,500.00

Project: Karst Farm Park Caretaker's House -
Replace metal roof, wood siding, wood soffit, & gutters. (Circa 1980's).

Problems:

Wood siding/soffit is falling off and is housing mammals & avians. Wood siding/soffit will be replaced with long lasting metal. The roof is at the end of its useful life. FYI: The walk-out basement is utilized by the Karst Summer Day Camp and various athletic tournaments.

Service agreement expires on October 1, 2023.

Fund Name(s):

County General - Contractual
Non-reverting - Contractual
Non-reverting - Contractual

Fund Number(s):

1000-30006-0803
1178-30006-0000
1179-30006-0000

Amount(s)

Not to Exceed
\$30,500.00

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Molly Turner-King

Agreement for Services

This Agreement is made between Graber Post Buildings, Inc. ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to provide services and supplies for repairs to the Karst Farm Park Caretaker's House. The following terms shall apply:

- 1. Scope of Project.** Monroe County wishes to retain the professional services of Contractor for replacement and installation of soffit, fascia, trim, siding and roof. Contractor will produce the services and supplies set forth in the two (2) page document attached which is marked as "Exhibit A, is incorporated herein, and made part of this Agreement.
- 2. Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Thirty-Thousand Five Hundred Dollars \$30,500.00), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, MCPR Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- 3. Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on October 1, 2023. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
- 4. Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
- 5. Worker's Compensation.**
Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 6. Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
- 7. Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or

intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
12. **Entirety of Agreement.** This Agreement in its entirety consists of three (3) pages and one (1) attachment consisting of two (2) pages that is entitled "Exhibit A." The entire agreement between the parties may be modified only in writing referencing this Agreement and signed by both parties. Parties agree that any terms and conditions not contained or outlined within this Agreement and "Exhibit A" are inapplicable.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Debra P. Wagner
Graber Post Buildings, Inc.

4/11/2023
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor



Grabber Post Buildings, Inc

7716 N 900 E Montgomery, IN 47558 · Phone: (812) 636-7355
<https://www.graberpost.com>

PONumber:	House (roof and siding)
Preparer:	Delmar P. Wagler
Quote #	40490
Date:	04/11/2023
Page:	1 of 2

Roof/Siding Proposal

Owner

Name: Monroe Co. Parks & Rec.
 Address: 2450 S End Wright Rd
 Bloomington, IN 47404
 Project Address: 2450 S End Wright Rd
 Bloomington, IN 47404

Owner Contact Information

Email: afrench@co.monroe.in.us
 Cell Number: (812) 272-4852
 Home Number:
 Fax Number:

Karst Farm Park Caretaker's House

Roof Specifications

Material and Labor for a metal roof on existing structure.

#1 29 gauge 40-year G-Rib metal with a vapor barrier under metal.
 All exposed fasteners to be screws. Includes vented ridge.
 U.L. CERTIFICATION IS AVAILABLE FOR G-RIB OR R-PANEL PROFILES

Roof Type: G-rib
 2x4 Stripping: NO
 Snow Guard: One Run
 Gutter: 6" Seamless with down spouts
 Tear Off: NO

Roofing Boots Change existing roof boots

Miscellaneous Add-Ons No add-ons

Additional Labor No add-ons

Existing Metal Roof to be removed by Graber
 Change existing roof boots
 Remove stone chimney to below roof deck

Note: All screws will be standard screws unless otherwise noted above.

Siding Specifications

Grib Siding -- #1 29 gauge 40 year G-Rib metal siding and trim.
 All exposed fasteners to be screws.

2x4 Stripping: NO
 Tear Off: NO

Miscellaneous Add-Ons No add-ons

Additional Labor No add-ons



Graber Post Buildings, Inc

7716 N 900 E Montgomery, IN 47558 · Phone: (812) 636-7355

<https://www.graberpost.com>

PONumber:	House(roof and siding)
Preparer:	Delmar P. Wagler
Quote #	40490
Date:	04/11/2023
Page:	2 of 2

Roof/Siding Proposal

23" Soffit, fascia, and trim (top soffits)

16" Soffit, and trims (lower soffits)

1x4 stripping (if needed) Add to total [\$1581]

Price, Payment Terms and Signature

Graber Post Buildings, Inc ("Graber") proposes to furnish material and labor to complete the Project in accordance with the Terms and Conditions of this Proposal and the above Specifications (collectively referred to herein as the "Work") for the sum of

Twenty-eight Thousand Twelve Dollars and Seventy-five Cents

Dollars \$28,012.75

Price shown is only good for acceptance by customer for 30 days from the date of this Proposal. If work is not commenced within 180 days of execution of this Proposal by Owner, Graber may terminate this Proposal. If work is not commenced within this time and Graber elect to perform the Work, Owner shall pay to Graber all additional costs resulting from increases in the cost of materials in incidentals (i.e. fuel, etc.). Work shall be deemed to have commenced upon delivery of materials on site.

State of Illinois Roofing Contractor Unlimited License # 104.015542 & 105.005642

Owner shall pay the Contract Price in accordance with the following Payment Schedule:

Balance due upon completion \$28,012.75

Due to IRS regulations, cash payments in excess of \$10,000 need to have prior arrangements made with your salesperson

*Note: This Proposal shall be deemed withdrawn if not executed by the Owner within 14 days

Acceptance of Proposal - The Price contained in this Proposal are satisfactory and are hereby accepted.
Payment will be made as outlined herein.

(Printed Name of First Authorized Signer)

X

(Signature of First Authorized Signer)

4/11/2023
(date)

(Printed Name of Second Authorized Signer)

X

(Signature of Second Authorized Signer)

4/11/2023
(date)

Delmar P. Wagler
Authorized Signature of Graber

Delmar P. Wagler



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 04/19/23

Formal ☐

Work session ☒

Department Parks

Title to appear on Agenda: Bledsoe Riggert Cooper James
Service Agreement Addendum

Vendor # 222

Executive Summary:

On 01-11-23, the Monroe County Board of Commissioners approved an agreement with BRCJ for conceptual-level design and preliminary engineering bridge report (PER) for phase 2 of the Limestone Greenway. In the original agreement (Exhibit A), BRCJ listed VS Engineering for the bridge PER. BRCJ requested a change from VS Engineering to Kurdziel Barker Bridge Engineering. Paul Satterly, County Highway Engineer, has no reservations about the change in bridge engineers.

Fund Name(s):

2017 GO Bond

Fund Number(s):

4810-47151

Amount(s)

Not to Exceed
\$36,460

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

812-320-0963

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Molly Turner-King

**ADDENDUM TO AGREEMENT FOR SERVICES
FOR BLEDSOE RIGGERT COOPER JAMES**

This Addendum, consisting of two (2) pages, is to amend the Agreement for Services made and entered into between Bledsoe Riggert Cooper James ("Contractor") and the Monroe County Board of Commissioners and the Monroe County Parks and Recreation Board ("collectively be referred to as "Monroe County.")

The Contractor and Monroe County mutually agree as follows:

1. The Contractor and Monroe County entered into an Agreement for Services signed on January 13, 2023. This Agreement provides the following:
 - A. Contractor is to perform land surveying and civil engineering services for the Limestone Greenway Phase 2. The services Contractor agreed to perform were outlined in Exhibit A and incorporated as part of the Agreement of Services entered on January 13, 2023.
 - B. Per the Agreement for Services, the Contractor was to coordinate with structural engineering consultant, VS Engineering, to evaluate the existing Dillman Road bridge and determine the feasibility of relocation and reuse for the Limestone Greenway. Contractor included within Exhibit "A" a five (5) page document from VS Engineering outlining VS Engineering's involvement in the project, the scope of services, and the associated fees.
2. Contractor has now identified that it will be consulting with Kurdziel Barker Bridge Engineering Inc., to evaluate the existing Dillman Road bridge and determine the feasibility of relocation and reuse for the Limestone Greenway. The Contractor shall perform the services listed in "Exhibit A," consisting of seven (7) pages and which is incorporated herein and made a part of this Agreement. Included within "Exhibit A" is a two (2) page document from Kurdziel Barker Bridge Engineering outlining the scope of work and associated cost for Kurdziel Barker Bridge Engineering's consultation.
3. Except as specifically changed or altered by this Addendum, the referenced Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

THEREFORE, it is agreed as follows:

This Addendum acknowledges the Contractor's change in consultants from VS Engineering to Kurdziel Barker Bridge Engineering for the Limestone Greenway project. Contractor will

proceed with project and consultation with Kurdziel Barker Bridge Engineering unless changed by mutual consent of the parties by written addendum to the respective Agreement.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Amendment as dated below in two counterparts, each of which shall be deemed an original.



Andrew E. Knust, P.E.
BRCJ Representative

April 14, 2023
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This _____ day of _____ 2023, pursuant to Monroe County Code Chapter 266-5.

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Exhibit A

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

November 1, 2022

Revised 2/13/2023

Kelli Witmer, Director
Monroe County Parks & Recreation Department
501 North Morton Street, Suite 100
Bloomington, Indiana 47404

via email kwitmer@co.monroe.in.us

RE: Limestone Greenway Park
Proposal for Civil Engineering Services

Dear Kelli,

We are pleased to present this proposal for land surveying and civil engineering services for the Limestone Greenway Park Project. It is our understanding that the Monroe County Parks and Recreation Department (MCPR) is interested in constructing a trailhead park at the current southern terminus of the Limestone Greenway Trail, and extending the Trail for another 2/3 miles southward along the existing railroad grade. This proposal includes conceptual design services and construction cost opinion to support a grant application for development of the trailhead and trail extension.

PROPOSED SCOPE OF SERVICES

A. CONCEPTUAL DESIGN PHASE

In the process of developing a conceptual design for the project, BRCJ will perform the following tasks:

- Visit the site to observe existing conditions, consider site layout, potential bridge placement, and trail alignment.
- Check for existing culverts and drainage structures along the existing railroad alignment; evaluate the condition and potential need for replacement.
- Obtain and review the mitigation site deed restriction to determine constraints on development of the park and extension of the trail.
- Perform a desktop review of site topography, soils, geology, and hydrology using publically available resources.
- Investigate potential design constraints including existing utility infrastructure, apparent property boundaries, setbacks, and environmental restrictions.
- Prepare a conceptual design for proposed parking area, trail alignment, picnic area, restroom facility, and other improvements as requested by MCPR.
- Determine likely alignments for site utilities including water service, electrical, sanitary/septic, and storm drainage/detention.
- Develop a preliminary design alignment and profile for extension of the Limestone Greenway trail approximately 3,500 feet to the south along the existing railroad grade.
- Coordinate with structural engineering sub-consultant to evaluate the existing Dillman Road bridge and determine the feasibility of relocation and reuse for the Limestone Greenway - refer to attached proposal.
- Evaluate site hydrology and feasibility of spanning the stream channel above the 100-year flood elevation, as required for approval by IDNR division of water.
- Meet with County Planning and Highway Departments to review the conceptual design and discuss required permits and approvals.

B. DELIVERABLES

BRCJ will provide the following deliverables in hardcopy and electronic (.pdf) format:

- Conceptual Design Plans, illustrating the general scope of work for proposed trail, trailhead improvements, bridge relocation/rehabilitation, and total length of new trail to be constructed.
- Conceptual Design Report, including:
 1. Summary of permits and approvals required for complete design and construction of the proposed project.
 2. Engineer's Opinion of Probable Construction Cost for recommended improvements.
- Presentation of the Conceptual Design and Cost Opinion at one (1) meeting of the Monroe County Parks Board and/or Trails Group.
- BRCJ will be available to revisit the Construction Cost Opinion within a period of 5 years following initial preparation to update cost figures as needed to suit the grant application.

D. ADDITIONAL SERVICES

The scope of services described above is for a conceptual-level design, not for construction. The following engineering services are not included. Following acceptance of a conceptual design, a separate scope of services for construction documents may be negotiated, or selected services may be performed on an hourly basis at the request of MCPJR:

1. Private utility locates and/or utility exploration.
2. Renderings or exhibits.
3. Topographic and/or boundary survey.
4. Wetland Delineation and/or WOUS Jurisdictional Determination (by others, if required).
5. Environmental Investigations
6. Site utility design for natural gas, irrigation, geothermal, electrical or fiber optic.
7. Revisions to Conceptual Design Documents after they are substantially completed due to the following:
 - a. Owner requested revisions or changes in scope or layout.
 - b. Evaluation of multiple design alternatives
 - c. Additional investigation and design caused by unforeseen existing conditions
8. Geotechnical investigation.
9. Presentations or attendance at public meetings except as noted above.
10. Permit applications or submission of plans to reviewing agencies, except as noted above

E. PROFESSIONAL FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. Bledsoe Riggert Cooper James proposes to provide the following services and associated fees:

1. Civil Engineering – Basic Conceptual Design Services (BRCJ)	\$19,960.00
2. Preliminary Engineering Report - Truss Bridge Relocation (KB Engineering)	<u>\$16,500.00</u>
Total Fees:	\$36,460.00

The anticipated fees indicated for this proposal are lump sum unless noted otherwise. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

Attached, for your information, please find a copy of our civil engineering fee justification spreadsheet and current fee schedule.

We appreciate the opportunity to submit this proposal for your consideration. We ask that if this proposal is acceptable, please sign and return a copy to our office as notice to proceed. Please contact me if you have any questions or concerns.

Sincerely,



Andrew E Knust, PE
Senior Engineer

Accepted By:

_____	_____
Signature	Date

_____	_____
Printed Name	Title

Attachments: Fee Justification
Fee Schedule
Bridge Relocation PER Proposal

BLEDSOE RIGGERT COOPER JAMES Land Surveying - Civil Engineering		Limestone Greenway Park November 1, 2022						
DESCRIPTION	Quantity	Staff Hours by Classification					Total Hours / Task	Total Dollars / Task
		Professional Engineer	Civil Engineer	Landscape Designer	ACAD Tech	Admin Assistant		
CONCEPT DESIGN								
Site Vials	2	8	0	0	4	0	12	\$1,480.00
Obtain & Review Deed Restriction for Mitigation Area	1	2	0	0	0	0	2	\$280.00
Initial Discussion & Coordination with County Departments								
County Highway Re: Driveway Permit	1	2	0	0	0	0	2	\$280.00
County Highway Re: Drainage & Def'n Design	1	2	0	0	0	0	2	\$280.00
County Planning Re: Floodplain Development	1	2	0	0	0	0	2	\$280.00
County Planning Re: Site & Landscape	1	2	0	0	0	0	2	\$280.00
County Health Re: Septic Permit	1	2	0	0	0	0	2	\$280.00
Assemble Base Map								
Utility Mapping from CBU	1	0	0	0	2	0	2	\$180.00
Aerial Imagery	1	0	0	0	2	0	2	\$180.00
LIDAR Topography	1	0	0	0	2	0	2	\$180.00
Conceptual Design								
Trail Alignment and Preliminary Profile	1	8	0	0	12	0	20	\$2,200.00
Site Improvement & Park Layout	1	8	0	0	8	0	16	\$2,160.00
Preliminary Grading & Drainage	1	8	0	0	8	0	16	\$2,160.00
Preliminary Utility/Septic Design	1	8	0	0	8	0	16	\$2,160.00
Preliminary Hydrology and Hydraulics	1	8	0	0	8	0	16	\$2,160.00
Coordinate Bridge Relocation Plan with Structural Consultant	1	8	0	0	8	0	16	\$2,160.00
Conceptual Design Report	1	12	0	0	0	0	12	\$1,380.00
Review and Summarize IDEM & IDNR Permits	1	4	0	0	0	0	4	\$440.00
Construction Cost Opinion	1	8	0	0	8	0	16	\$1,840.00
Present Conceptual Design at Trails Group Meeting	1	4	0	0	0	0	4	\$560.00
Project Management	1	4	0	0	0	0	4	\$560.00
SUBTOTAL:		90	0	0	16	0	106	\$19,960.00
TOTAL - HOURS:		90	0	0	16	0	106	\$19,960.00
CLASSIFICATION RATE PER HOUR:		\$140.00	\$100.00	\$100.00	\$80.00	\$70.00		
LABOR AND OVERHEAD COSTS:		\$12,600.00	\$0.00	\$1,600.00	\$5,760.00	\$0.00		\$19,960.00
TOTAL SALARY COSTS:								\$19,960.00



FEE SCHEDULE
 (Effective March 1, 2022)

HOURLY RATES

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00

January 27, 2023

Bledsoe Riggert Cooper James
Attn: Andrew Knust, PE
1351 West Tapp Road
Bloomington, IN 47403

Re: Limestone Greenway Trail Bridge Relocation
Preliminary Engineering Report (PER) Scope and Fee Proposal

Dear Mr. Knust,

Kurdziel Barker Engineering, Inc. (KB) is thankful to work with Bledsoe Riggert Cooper James (BRCJ) on the Limestone Greenway Trail project. Please find the scope of services and associated fees below.

Project Description

Monroe County is removing and relocating bridge 83, which currently carries traffic on Dillman Road over Clear Creek. The bridge is a Warren Pony Truss that was built in 1910 and is designated as a "non-select" historic bridge under INDOT's Historic Bridge Inventory. The bridge is currently under contract to be removed as a separate project from this one. The purpose of this project is to prepare a feasibility study to obtain additional funding to relocate this truss bridge and repurpose it as a pedestrian bridge.

This bridge is a very nice example of an early 20th century Warren Truss. The bridge is currently fully riveted, which is a rare example of any truss bridge from this era, as numerous rehabilitations result in the removal of the rivets to favor bolts. Warren trusses were designed and patented by James Warren in 1848, which represent many of the oldest trusses in America. Keeping this structure will be maintain a remarkably well-kept example of a truss type that is becoming exceedingly rare as time goes on. KB will focus on maintaining this structure's historic integrity, while providing for the needs of the Limestone Greenway and also make cost effective recommendations for this bridge.

Scope of Services

The purpose of this work is to perform a preliminary engineering assessment (PER) including cost estimate and design requirements to be used to obtain additional funding for this project.

KB will perform a site visit of the location measure the length of the bridge, member sizes, truss height and assess the condition of the existing bridge. KB will use this information to provide a preliminary rough design to ensure that the bridge can appropriately handle the required pedestrian loading per the required federal standards. If the structure cannot adequately handle these loads, KB will provide recommendations to BRCJ on how to proceed, (i.e. signs, narrowing the bridge, reduced loading, benches, etc.)

KB will provide a cost estimate to rehabilitate the structure and place it on new abutments. KB will coordinate with BRCJ on the desired decking materials to be used to assess the capacity of the structure. KB will also coordinate recommended foundations types to allow for a more accurate cost estimate.

KB will prepare a preliminary plan sheet that will show the elevation and plan view of the bridge. KB will NOT provide detailed plans, designs or specifications that would be used as construction documents. Everything that KB will be providing will be used for preliminary estimates and the feasibility of relocating this structure.

The work associated with this engineering report is the following:

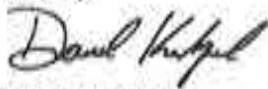
1. Structural Engineering Site Visit – Measuring & Data Collection	\$ 3,000
2. Preliminary Structural Analysis	\$ 5,500
3. Structure Alternates Analysis	\$ 1,500
4. CAD Detail of Bridge Cross Sections	\$ 2,500
5. Preliminary Engineering Report (PER) including Cost Estimates	\$ 4,000

Kurdziel Barker Engineering shall receive as payment for the work performed as listed in the Scope of Services, a total fee not to exceed \$16,500 unless a modification of the Agreement is approved in writing by BRCJ. This work will be billed as a lump sum contract on a percent to complete basis as necessary.

The purpose of the preliminary engineering report (PER) is to provide sufficient information to scope & cost the design and construction of this bridge relocation project.

KB Engineering looks forward to working with you. Please review this proposal and feel free to call (651.271.2568) or email me (dkurdziel@kbengr.com) with any questions you may have.

Sincerely,



Daniel Kurdziel, PE
Principal, Structural Engineer
Kurdziel Barker Engineering, Inc.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

Fund Name(s):

County General - Contractual
County General - Greenway Pro. Services
Non-reverting - Contractual

Fund Number(s):

1000-30006-0803
1000-30045-0803
1178 & 1179-30006-0000

Amount(s)

Not to Exceed
\$3,000

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Agreement for Services

This Agreement is made between Izzy's Rental ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform port-a-toilet servicing for port-a-toilets owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the per trip rate of Twenty Dollars (\$20.00) as set forth in "Exhibit A," (consisting of one (1) page), which is incorporated herein and made part of this Agreement. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing weather.
 - a. The Monroe County Parks and Recreation (MCPR) Director will provide to Contractor in writing the address for facilities to be serviced and the servicing frequency for each port-a-toilet. Each location will have one port-a-toilet to service. This document will be provided once annually and within thirty (30) days of execution of this Agreement. If the MCPR Director deems it necessary to make changes to the facilities to be serviced or the frequency, the MCPR Director will provide notice of such to Contractor in writing.
 - b. Location addresses may include but are not limited to:
 - (1) Sheriff Substation/Limestone Greenway, 1050 West Dillman Rd., Bloomington, IN
 - (2) Karst Farm Greenway, 2795 N. Loesch Rd., Bloomington, IN
 - (3) Karst Farm Park, 2450 S. Endwright Rd., Bloomington, IN
 - (4) Flatwoods Park, 9499 Flatwoods Rd., Gosport, IN
 - (5) Will Detmer Park, 4140 W. Vernal Pike, Bloomington, IN
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Three-Thousand Dollars (\$3,000.00), without further written approval by Monroe County. Contractor shall submit a monthly invoice, including the location and dates serviced. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on April 1, 2024. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
5. **Worker's Compensation.**

Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It

shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

11. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Cindi Lewis
Izzy's Rental

03/14/2023
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Izzy's Rental
9015 S GORE RD
BLOOMINGTON, IN 47403
(812) 824-4782
cindi@izzysrental.com

Exhibit A



Quote

QUOTE # 1342
DATE 02/16/2023

ADDRESS
Monroe County Parks and Rec.

SHIP TO
Monroe County Parks and
Rec.
1050 W. Dillman Rd.
2795 N. Loesch Rd.
Bloomington, IN

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Service Service customer restrooms (price per service/per unit) service includes pumping, replacing with fresh blue water, rinsing unit with bleach, wiping down, and stocking paper In winter months with sub freezing weather a salt water brine will be used in the toilet to keep blue water from freezing Can service weekly, twice a week, bi-weekly...whatever the use of the restroom requires.	1	20.00	20.00

SUBTOTAL	20.00
TAX	0.00
TOTAL	\$20.00

Accepted By

Accepted Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is a request to approve an annual Cooperative Agreement on Title IV- Cost Recovery for the Public Defense expenses in Title IV-E cases. The Agreement is between the Indiana Public Defender Commission and Monroe County. This Agreement provides for the reimbursement of costs associated with the Public Defender's representation in Child in Need of Services (CHINS) cases.

This item was previously discussed during the work session on .March 1, 2023

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**COOPERATIVE AGREEMENT ON TITLE IV-E
COST RECOVERY FOR PUBLIC DEFENSE
EXPENSES IN TITLE IV-E CASES**

Contract #20230052

This Cooperative Agreement for Title IV-E Cost Recovery for Public Defense Expenses in Title IV-E Cases (hereinafter Title IV-E Program Agreement) entered into by and between Indiana Public Defender Commission ("PDCOM" or the "State") and Monroe County (hereinafter Public Defense System) 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 the Title IV-E Program Agreement

A. Purpose. The Title IV-E Program Agreement is created to enable Indiana counties and regional public defense systems to receive Title IV-E cost recovery funds ("Cost Recovery Funds") for eligible administrative costs of independent legal representation provided by county or regional public defenders that represent parents whose children are a candidate for Title IV-E foster care or in foster care, to prepare for and participate in all stages of foster care legal proceedings, such as court hearings related to a child's removal from the home.

The Public Defense System shall comply with all Title IV-E terms and conditions and all related laws, guidance, policies, and procedures, including but not limited to all statements and assurances incorporated herein. The Public Defense System shall submit a quarterly Reimbursement Request to PDCOM for review and approval prior to payment of any Cost Recovery Funds under this Title IV-E Program Agreement.

B. Administration. PDCOM has an agreement under Memorandum of Understanding, 00000000000000000000040447 with DCS ("DCS and PDCOM MOU") and has been designated the administrator for DCS as it relates to the Title IV-E Program Agreement for state, county, and regional public defense cost recovery. Cost Recovery Funds provided through this Title IV-E Program will be in compliance with section 474(a)(3) of the Social Security Act, 2 USC 674(a)(3)(B) and 45 CFR 1356.60(c) ("Cost Recovery Funds"). PDCOM is the administrator for these funds as PDCOM is the only state entity that, since 1989, has established standards and protocols for providing reimbursement to participating counties for public defense expenses.

C. Use of Funds. Because Title IV-E is a cost recovery entitlement program, the Cost Recovery Funds may be used as the Public Defense System determines but PDCOM encourages the use of the funds for the continued support and enhancement of public defense. PDCOM shall only provide Cost Recovery Funds to the Public Defense System for the services described herein and in conformance with this Title IV-E Program Agreement and for no other purpose.

2. Representations and Warranties of the Public Defense System

- A. Eligibility. The public defense system named above expressly represents and warrants to the State that it is statutorily eligible to receive these Title IV-E program reimbursement of expenses, that it is not otherwise prohibited from participating in the Title IV-E Program, and that the information set forth in its Reimbursement Request is true, complete, and accurate.
- B. Reimbursement. The Public Defense System expressly agrees to promptly repay all funds paid to it under this program should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Reimbursement Request.

3. Implementation & Reporting

- A. Implementation. The Public Defense System shall implement or continue providing the Title IV-E eligible administrative services in order to complete the Purpose as stated in Section 1 [Purpose of the Title IV-E Program Agreement] in accordance with the requirements of the Title IV-E Program and with the plans and specifications contained in its Reimbursement Request, which is incorporated by reference.
- B. Public Defense System Duties and Responsibilities

 - 1. Quarterly Reporting. The Public Defense System shall submit to the PDCOM countywide, written expense and caseload reports on a quarterly basis via a fully and accurately completed form (provided and approved by PDCOM) as well as a description of accomplishments and/or uses of the Title IV-E funds received through this agreement on an annual basis.
 - 2. Timely Reporting. Reimbursement Requests shall be submitted to PDCOM within forty-five (45) calendar days following the end of the quarter in which eligible expenses were incurred. The State has the discretion, and reserves the right, to REDUCE or NOT pay any claims submitted later than forty-five (45) calendar days following the end of the quarter in which the services were provided. All final claims and reports must be submitted to State within forty-five (45) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of State, be denied.
 - 3. Reporting. Claims must be submitted with accompanying supportive documentation and required signatures as designated by the State, including the Reimbursement Request. Claims submitted without supportive documentation or required signatures will be returned to the Public Defense System and not processed for payment. Failure to comply with the provisions of this Title IV-E Program may result in the denial of a claim for payment.
 - 4. Records. Any and all financial records related to the Title IV-E Program shall be made available at no cost to PDCOM or its designee and may be required to

include a certification that it is following all of its standard operating procedures related to monitoring compliance with Title IV-E terms and this Title IV-E Program Agreement.

4. Term

This Title IV-E Program commences on January 1, 2023 and shall remain in effect through December 31, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Title IV-E Program.

5. Title IV E Funding & Payment

A. PDCOM Funding Duties and Responsibilities:

1. PDCOM shall provide Title IV-E expense reimbursement as stated in Section 1 [Purpose of the Title IV-E Program Agreement] and in this Section and based upon Public Defense System's approved Reimbursement Request.
2. PDCOM will provide Cost Recovery Funds to the Public Defense System for no more than the proper, IV-E reimbursable and IV-E allowable costs incurred by the Public Defense System in conducting activities pursuant to this Agreement.
3. When disbursing Cost Recovery Funds under this Agreement, PDCOM will fully comply with all applicable state and federal laws, including, but not limited to section 474(a)(3) of the Social Security Act, 42 USC 674(a)(3)(B), and 45 CFR 1356.60(c).
4. The disbursement of Cost Recovery Funds to the Public Defense System shall not be made until all documentary materials required by this Title IV-E Program have been received and approved by PDCOM and this Public Defense System has been fully approved by the PDCOM.
5. Requests for payment will be processed only upon presentation of a Reimbursement Request detailing the public defense caseload assigned and expenses paid during the quarter under this Title IV-E Program upon forms previously approved by PDCOM that use the methodology for calculating expenses approved by DCS.

B. PDCOM Monitoring Duties and Responsibilities

1. PDCOM shall monitor the Public Defense System's compliance with Section 1 [Purpose of the Title IV-E Program Agreement] of this Title IV-E Program Agreement, Title IV-E requirements, and the Public Defense System shall maintain records and supporting documentation reflecting that all Title IV-E terms and conditions are being met.
2. PDCOM may conduct on-site or off-site monitoring reviews for up to ninety (90) days and audits for up to three (3) years following the conclusion of the term of this

Title IV-E Program Agreement or it is otherwise terminated. The Public Defense System shall extend its full cooperation and give full access to the site and make any books, accounting records, and all other relevant documentation available to PDCOM or its authorized designees for the purpose of determining, among other things:

- a. whether activities under this Title IV-E Program are consistent with those set forth in Section 1 [Purpose of the Title IV-E Program Agreement] and the terms and conditions of the Title IV-E Program;
- b. the actual expenditure of funds expended, to date, to the Public Defense System are in conformity with the amounts allowed to be reimbursed under this Title IV-E program; and
- c. the Public Defense System's financial management and control systems, case management reporting systems, and overall performance are in conformance with the requirements set forth in this Title IV-E program and are fully and accurately reflected in required reports submitted to the State.

6. Funding Cancellation

If federal funding for expenses described in Section 1 [Purpose of the Title IV-E Program Agreement] ceases, this agreement will expire at the same date as such federal funding were to cease. If 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 Title IV-E program, 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 shall be final and conclusive.

7. Notice to Parties.

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

Notices to the State shall be sent to:

Indiana Public Defender Commission
309 W Washington St, Suite 501
Indianapolis, IN 46204
Email: Information@pdcom.in.gov

Notices to the Public Defense System shall be sent to (Please Complete):

NAME:	_____
ADDRESS:	_____
CITY:	_____
EMAIL:	_____

8. Public Record.

The Public Defense System acknowledges that information concerning participants in the Title IV-E program are and shall be confidential. Information shall not be required to be submitted that contains confidential party-specific information. The information received by PDCOM in the execution of the Title IV-E Program Agreement shall be used only for the purposes authorized under federal and state laws and regulations.

Agreement to Use Electronic Signatures

The undersigned understand and agree that by electronically signing and submitting the Title IV-E Cooperation Agreement in this fashion I consent and agree to the use of my electronic signature and affirm that I am the duly authorized representative of the Public Defense System entering into this Agreement. I understand that this Contract will not become binding on the State until it has been approved by the Public Defender Commission.

In Witness Whereof, the undersigned have duly executed this Agreement.

FOR THE PUBLIC DEFENSE SYSTEM

By: _____

Name and Title, Printed

Date: _____

[Acknowledgement Only: County Auditor]

By: _____

Name and Title, Printed

Date: _____

FOR THE PUBLIC DEFENDER COMMISSION

By: _____

Stephanie Lalani, Fiscal Analyst/Program Administrator

Date: _____