



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, May 3, 2023, at 10:00 am

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

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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 THOMAS

3. PROCLAMATIONS NATIONAL CORRECTIONAL OFFICERS & EMPLOYEES WEEK POLICE WEEK IN MONROE COUNTY

4. DEPARTMENT UPDATES Health – Lori Kelley Coroner – Joani Stalcup

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

6. APPROVAL OF MINUTES April 26, 2023

7. APPROVAL OF CLAIMS DOCKET

Accounts Payable – May 3, 2023

Payroll – May 5, 2023

8. REPORTS

None

9. NEW BUSINESS

A. ELITE ELECTRIC, LLC. REPLACEMENT OF LIGHTING IN JAIL RECREATION AREA PROPOSAL

17

Fund Name: 2022 GO Bond

Fund Number: 4815

Amount: \$3,000

Presenter: Richard Crider

This request is to accept the proposal submitted by Elite Electric, LLC in the amount of \$3,000 to supply and install 6 new LED light fixtures with passive sensors inside the indoor recreational area.

The current fixtures will be removed. They either do not work or become dim while energized creating safety and operation issues for multiple users.

B. HEALTH FAIR AND RETREAT AT BRADFORD WOODS

22

Fund Name: Annual Survey

Fund Number: 8114

Amount: Not to exceed \$1,000

Presenter: Lori Kelley

The Monroe County Health Department is coordinating an all-department health fair and retreat for 2023. The department is requesting approval of a service agreement with the Trustees of Indiana University for use of facilities at Bradford Woods. The funding to support this event was provided by the Indiana Department of Health from a Workforce Survey that was completed. This is non-restricted funding in the amount of \$1000.00. Currently, the department is planning to facilitate multiple events throughout the day, some of which include public health emergency and disaster recovery drills, Naloxone training, CPR training, sharps disposal and needle pick up review, and more.

C. RICOH COPIER LEASE AGREEMENT

26

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$2,193.16

Presenter: Greg Crohn

The promotional terms on the lease of one of our Ricoh copiers has ended. The terms for the time remaining on the lease are at a higher, month to month charge. Current rate is at \$ 243.00 per month, with 12 months remaining totaling \$2,916.00. The current lease does not offer the \$1 buyout which has been our customary practice.

The units qualify for a QPA approved refi contract for remaining 12 months at \$ 182.68 per month totaling \$2,192.16. This lease allows for a \$1 buyout of the equipment at the completion of the lease.

This represents a savings of \$723.84. Toner, service, and labor are included. Usage plan remains the same as current terms. This request is to approve the 12-month lease agreement for one copier from Ricoh Inc.

D. BLEDSOE RIGGERT COOPER JAMES SERVICE AGREEMENT

32

Fund Name: 2022 GO Bond

Fund Number: 4815

Amount: Not to exceed \$62,615

Presenter: Kelli Witmer

On 04-19-23, the MCPR Board approved a service agreement with Bledsoe Riggert Cooper James (BRCJ) in the amount not to exceed \$62,615.00. The agreement is for civil engineering services related to the new Flatwoods Park restroom facility, utilities upgrade, surveying, site improvements, building demolition, and grading/drainage improvements. Service Agreement expires 12-31-24.

E. GRABER POST BUILDINGS, INC. SERVICE AGREEMENT

42

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

Fund Number(S): 1000, 1178, and 1179

Amount: Not to exceed \$36,684.04

Presenter: Kelli Witmer

On 04-19-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$36,684.04.

Location: Karst Farm Park Maintenance Building (Circa 1998) -

Project: Replace 2/3 of metal roof, snow guard, & gutters

Problems: Water leaking inside building and gutters falling off

Project: Replace commercial garage door, chain hoist & automatic opener

Problem: The door no longer works safely. When not working properly, must use a skid steer w/fork to lift and keep open the big/tall/heavy door. FYI: The park staff uses this garage door bay to service all park equipment on a professional lift. Service agreement expires on October 1, 2023.

F. 2023 MCKINNEY CLIMATE FELLOW PROGRAM COLLABORATION AGREEMENT

49

Fund Name: Energy Conservation Non-Reverting

Amount: 4919

Amount: Not to exceed \$10,000

Presenter(s): Peter Iversen/Lee Jones

This is a request to approve a Collaboration Agreement between the Trustees of Indiana University on behalf of the Environmental Resilience Institute and Monroe County. The Agreement provides that Monroe County government will be the placement for an IU McKinney Fellow who will work within county government and the community to help identify and address sustainability challenges. The Fellow will begin work at the end of May and continue throughout the summer with the option to extend into the Fall if all parties agree. The County will be making a contribution to the Environmental Resilience Institute pursuant to this agreement in the amount of \$6,000.

Additional funding is being requested for supplies, if necessary. The approval of this Agreement is contingent on the County Council approving appropriations for this project.

G. BUCKET O' SUDS SERVICE AGREEMENT

58

Fund Name: LIT Special Purpose

Fund Number: 1114

Amount: \$975/quarterly

Presenter: Vanessa Schmidt

YSB has a need for quarterly deep cleanings in order to maintain our DCS licensure. We currently have ongoing weekly cleanings done by Century Services/ASI, but they are very limited in their scope. DCS is now requiring more in-depth cleaning services than our staff or Century Services can provide.

H. MONROE COUNTY CHILDHOOD CONDITIONS SUMMIT (MC3) AGREEMENT WITH MONROE COUNTY CONVENTION CENTER

62

Fund Name: LIT Special Purpose

Fund Number: 1114

Amount: \$1,800

Presenter: Vanessa Schmidt

Youth Services Bureau is looking to hold the Monroe County Childhood Conditions Summit (MC3) at the Monroe County Convention Center on November 1, 2023. This was previously the practice up until COVID when things went virtual. We are planning to stream some parts of the event so that there will be a virtual option for those who prefer it. The idea behind the summit is to bring community members together to discuss, explore, and generate ideas for action around the theme of child & adolescent health.

I. ORDINANCE 2023-12; MONROE COUNTY CODE AMENDMENT TO CHAPTER 460-TRAFFIC COMMISSION

66

Presenter: Lee Baker

This ordinance approves amendment to Chapter 460 of the Monroe County Code. Chapter 460 establishes the Monroe County Traffic Commission, its membership and duties, and a special event permit requirement.

The proposed amendments to Chapter 460 (Exhibit A) include an annual requirement for the election of a chair and vice-chair at the initial meeting of the Traffic Commission, and, for clarity, removal of enumerated Traffic Commission duties for a general statement of responsibilities subject to Indiana Code articles 9-20 and 9-21.

The proposed amendments to Chapter 460 also include a permit requirement for temporary special events requiring use of a County right-of-way and proposed permit application (Exhibit B).

J. ORDINANCE 2023-13; AMEND MONROE CODE AMENDMENT TO CHAPTER 520-HUMAN RIGHTS

82

Presenter: Jeff Cockerill

This Ordinance amends Chapter 520 regarding Human Rights to mirror that of the City of Bloomington. The County and City have always had virtually identical sections. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for outreach.

- K. ORDINANCE 2023-14; INTERLOCAL COOPERATION WITH CITY OF BLOOMINGTON REGARDING HUMAN RIGHTS 93**
Fund Name: County General
Fund Number: 1000
Amount: \$35,000/initial year
Presenter: Jeff Cockerill

This Ordinance along with Ordinance 2023-13 provides for a unified Human Rights Commission. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for outreach.

- L. RATIFY INDIANA YOUTH SERVICES ASSOCIATION ADDENDUM TO 2023-2024 SAFE PLACE CONTRACT 98**
Presenter: Angie Purdie

This agreement provides for the permanent responsibility of Monroe County Youth Services Bureau of the Brown County Safe place implementation program. This agreement provides for an additional \$500 in funding to YSB for the Safe Place program. There are no outside costs related to this project.

- M. BUTLER, FAIRMAN & SEUFERET, INC. CONSTRUCTION INSPECTION SERVICES AGREEMENT 100**
Fund Name: 2021 GO Bond
Fund Number: 4814
Amount: \$247,000
Presenter: Lisa Ridge

RFP's were advertised for the Construction Inspection Services for the Karst Trail Greenway Connector Trail project. All firms were scored, and the review packet was sent to INDOT for review and approval. Butler, Fairman & Seufert, Inc. was the highest-ranking firm and selected as the firm for the construction inspection services.

- N. INDOT COMMUNITY CROSSING MATCHING GRANT AGREEMENT 149**
Fund Name: Community Crossing Matching Grant
Fund Number: 9106
Amount: \$1,000,000
Presenter: Lisa Ridge

Monroe County was awarded the projects that were submitted in the January call of the Community Crossings Matching Grant program. The Projects are paving projects throughout the county. The following roads were included in the submitted list:

Smithville Rd, Gardner Rd, Tunnel Rd, Rhorer Rd, Wampler Rd, Burma Rd, Delap Rd, and Kerr Crk Rd. This is approximately 17.2 miles. Bids will be opened on May 4, 2023 for the projects.

- O. IXOYE TRAIL & GREENWAYS ENGINEERING, INC. BICENTENNIAL PATHWAY SUPPLEMENTAL #9 162**
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$10,000
Presenter: Lisa Ridge

This supplemental is to make changes in the existing costs. The needed adjustments that are within the Geotechnical Services, Final Utility Coordination, and the preparation of rebidding the project. The

increased expenses have been added to the existing Purchase Order with INDOT and will be 80% reimbursed or \$8,000.

10. APPOINTMENTS

11. ANNOUNCEMENTS

12. ADJOURNMENT



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Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Present, In Person

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. CALL TO ORDER BY COMMISSIONER GITHENS 10:01 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES 10:01 am

3. DEPARTMENT UPDATES 10:02 am

Health-Lori Kelley
Parks & Recreation-Beth Cossairt
Sheriff-Phil Parker, Chief Deputy

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:18 am

[Jim Shelton-Court Appointed Special Advocates \(CASA\)](#)

5. APPROVAL OF MINUTES **10:21 am**
April 19, 2023

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

6. APPROVAL OF CLAIMS DOCKET **10:22 am**
Accounts Payable – April 26, 2023

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

7. REPORT(S) **10:23 am**
Clerk – March 2023
Weights and Measures - March 16 – April 15, 2023

8. NEW BUSINESS

A. SOLAR ENERGY SOLUTIONS SERVICE AGREEMENT **10:23 am**
Fund Name: 2018 GO Bond
Fund Number: 4811
Amount: \$930
Presenter: Richard Crider

This request is to accept the proposal submitted by Solar Energy Solutions in the amount of \$930 to remove 13 solar panels from the Justice Building array. This work will create space for the roofing contractor to increase the slope around the dryer vent stack to prevent standing water.

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

B. NATURE'S WAY, INC LANDSCAPE PROPOSAL **10:26 am**
Fund Name: County General
Fund Number: 1000
Amount: \$34,006.55
Presenter: Richard Crider

This request is to approve the proposal from Nature's Way, inc. for landscaping services at the Monroe County Courthouse, Curry Building, Health Building and Johnson Building. This proposal includes maintenance service in the amount of \$18,598.35 and seasonal flower rotation in the amount of \$15,408.20 for a combined total of \$34,006.55.

The scope of work includes Spring clean-up service, supplying and application of mulch, supplying and planting a seasonal rotation of flowers, monthly bed maintenance, fall clean-up service and leaf removal.

Thomas a made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

C. INDIANA FAMILY HEALTH COUNCIL TITLE XX/TANF AGREEMENT 10:28 am

Fund Name: TANF/Futures

Fund Number: 8150

Grant Amount: \$112,078

Presenter: Lori Kelley

This request is for approval of Title XX/TANF grant funding from the Indiana Family Health Council, Inc. to support the Futures Family Planning Clinic. The MCHD received an award letter from the Indiana Family Health Council, Inc. for signature on April 18, 2023, in the amount of \$112,078. The grant cycle is October 1, 2022, through September 30, 2023.

Monroe County Health Department has received Title X and TANF funding since 2006 to support the Futures Family Planning Clinic. These awards increase the capacity of the health department to provide crucial public health services including, but not limited to family planning, reproductive health, STI testing and treatment. Futures Clinic serves our community and utilizes health department Disease Intervention Specialists to meet the needs of patients. Over seventy-three (73%) of patients in 2020 had incomes below 150% poverty.

Thomas a made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

D. E-IMAGE DATA MICROFILM SCANNER AGREEMENT 10:30 am

Fund Name: Recorder Perpetuation

Fund Number: 1189

Amount: \$8,616

Presenter: Amy Swain

We are upgrading the microfilm scanner in the archives to replace the outdated technology currently in place.

Thomas a made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

E. PROPERTY INSIGHT BULK USER AGREEMENT 10:33 am

Presenter: Amy Swain

We would like to enter into a new standard Bulk User Agreement with Property Insight.

Thomas a made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

F. DOXPOP EXITING CONTRACT ADDENDUM 10:36

Fund Name: Recorder Perpetuation

Fund Number: 1189

Amount: \$ 0.03/copy

Presenter: Amy Swain

This addendum to our existing contract allows Doxpop to provide a large number of backfiles (or records) to our new Bulk User, Property Insight, rather than taking staff time to do it. Payment for this will be deducted from the revenue received from Property Insight for the service.

Thomas a made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

G. CENTERSTONE EASEMENT WITH DUKE ENERGY 10:37 am

Presenter: Jeff Cockerill

This Agreement grants an easement to Duke Energy for replacement of the transformer adjacent to the Centerstone facility. That infrastructure is being moved to allow for better parking lot configuration.

Thomas a made motion to approve. Jones seconded.

Public comment:

Randy Cassady-Contractor for the project

Patrick Dierkes-City Engineer

Githens called for a voice vote.

Motion carried 3-0.

H. UPKEEP TECHNOLOGIES, INC. SERVICE AGREEMENT 10:44 am

Fund Name: Cumulative Capital Development

Fund Number: 1138 (software)

Amount: \$17,960 3-year term

Presenter: Angie Purdie

The attached agreement will replace a current vendor used by our Maintenance and contracted maintenance employees. This product will allow for all maintenance requests to be submitted by the individual department heads and their designee(s). It will provide real time information as to the status of requests, the initiation of a work order, and the ability to identify problematic equipment so we can determine if the equipment needs upgraded, replaced, and/or is subject warranty.

This is a three-year agreement. This first year includes \$5,000 implementation fee the following 2 years will be billed at \$12,960.

Thomas a made motion to approve. Jones seconded.

Public comment:

Seth Muchler-Monroe County resident, speaking on behalf of Leigh Grundhoefer, who left comments in the Zoom chat.

Githens called for a voice vote.

Motion carried 3-0.

I. ORDINANCE 2023-10: ROLFSEN REZONE

10:54 am

Presenter: Drew Myers

The petition site is one parcel totaling 19.341 +/- acres located in Bloomington Township at 4851 N Kinser Pike. The petitioner is proposing to amend the Zoning Map from Estate Residential 1 (RE1) to Agricultural/Rural Reserve (AG/RR). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to establish a winery on the property. The land use of "winery" is not permitted in the RE1 zoning district but is a permitted use in the AG/RR zone.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a winery on the property. All applicable site plan requirements for a winery as well as the special conditions outlined in Chapter 802 for the winery use must be met by the proposed change of use on the property. Typically, site plan review for winery uses is completed at staff level.

If the rezone is denied, the petitioner may continue to operate the property as a single-family residence (previous use) or may pursue any of the available uses as outlined in Chapter 833 of the Monroe County Zoning Ordinance for the RE1 zone as long as any special conditions can be met.

CHAPTER 802:

Winery. An agricultural processing plant used for the commercial purpose of processing grapes, other fruit products, or vegetables to produce wine or similar spirits. Processing includes wholesale sales, crushing, fermenting, blending, aging, storage, bottling, administrative office functions for the winery and warehousing. Retail sales and tasting facilities of wine and related promotional items may be permitted as part of the winery operations.

Permitted in the AG/RR, FR, and CR zoning districts. Subject to special condition #53.

53. Only permitted on lots 5 acres or greater in the AG/RR, CR, and FR zoning districts.

Thomas a made motion to approve. Jones seconded.

Githens called to hear from the petitioner.

Tim Rolfsen, petitioner

Sarah Jones-petitioner's attorney

Kevin Buchheit-Krieg Devault, LLP

Githens called for comment in favor of the petition.

None.

Githens called for comment in opposition of the petition.

Janna Hasty- Monroe County resident

Paul Greene-Monroe County resident

Wilma Fiscus-Monroe County resident

Githens called for a roll call vote.

Cockerill called roll.

Githens – yes

Thomas - no

Jones - no

Motion denied 1-2.

J. ORDINANCE 2023-11; NORTH PARK PUD AMENDMENT #5 12:27 pm
Presenter: Anne Crecelius

This request is to amend the North Park PUD Outline Plan Amendment #5 Change to Section 8 “Street and Alternative Transportation Guidelines) to a construction area approximately 5.1 +/- acres in Sections 19, 27, and 30 in Bloomington Township, at N Curry Pike and W Hunter Valley RD.

Thomas a made motion to approve. Jones seconded.

Public comment:

Jeff Fanyo-Bynum, Fanyo and Associates, representative of Crider & Crider, Inc., and Logan Land Development.

Githens called for comment in favor of the petition.

None.

Githens called for comment in opposition to the petition.

None.

Cockerill called roll.

Githens-yes

Thomas-yes

Jones-yes

Motion carried 3-0.

9. APPOINTMENTS 12:51 pm

Thomas made motion to affirm appointment. Jones seconded.

Monroe County Health Officer

Dr. Clark Brittain

Githens called for a voice vote.

Motion carried 3-0.

10. ANNOUNCEMENTS 12:52 pm

Assistance from **FEMA** is available for Monroe County residents affected by the recent tornadoes. To apply, visit www.disasterassistance.gov or call **800.621.3362** for more information. Application submission deadline is June 14, 2023.

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. Deadline for early voting is Noon, Monday, May 1, 2023.

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	polktownshiptrustee@gmail.com
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 12:55 pm

The summary minutes of the April 26, 2023, Board of Commissioners' meeting were approved on May 3, 2023.

MONROE COUNTY COMMISSIONERS

"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 SUMMARY
Wednesday, April 26, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

No Work Session This 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 request is to accept the proposal submitted by Elite Electric, LLC in the amount of \$3,000 to supply and install 6 new LED light fixtures with passive sensors inside the indoor recreational area.

The current fixtures will be removed. They either do not work or become dim while energized creating safety and operation issues for multiple users.

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:

Elite Electric, LLC



2518 Patricksburg Rd
Spencer, IN 47460
(812) 825-2805

Estimate

ESTIMATE SUBMITTED TO Dave Gardner		TODAY'S DATE 04/20/2023	DATE ON BLUEPRINT
PHONE NUMBER	EMAIL	JOB NAME Indoor Recreation Area	
ADDRESS, CITY, STATE, ZIP 301 N College Ave #304		JOB LOCATTION Bloomington IN 47404	

Scope of Work

- Supply and install (6) new UFO with PIR 240 Watt.

Total: \$ 3000.00

ADDENDUM TO Elite Electric, LLC AGREEMENT

1. **Worker's Compensation.** Elite Electric, LLC. ("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.

Elite Electric, LLC
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor

Exhibit A



Bad fixture



Poor lighting in work space



Missing fixture



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Monroe County Health Department is coordinating an all department health fair and retreat for 2023. The department is requesting approval of a service agreement with the Trustees of Indiana University for use of facilities at Bradford Woods.

The funding to support this event was provided by the Indiana Department of Health from a Workforce Survey that was completed. This is non-restricted funding in the amount of \$1000.00.

Currently, the department is planning to facilitate multiple events throughout the day, some of which include public health emergency and disaster recovery drills, Naloxone training, CPR training, sharps disposal and needle pick up review, and more.

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:



Indiana University's Outdoor Center
5040 State Road 67 N, Martinsville, Indiana 46151

www.bradwoods.org

4/19/2023

SERVICE AGREEMENT CONTRACT

This Agreement is entered by and between The Trustees of Indiana University on behalf of Bradford Woods "Bradford Woods" and Monroe County Health Department Retreat (Group).

PROGRAM:

Retreat
Monroe County Health Department Retreat

ARRIVE:

Friday, August 4, 2023--8:00 AM

DEPART:

Friday, August 4, 2023--5:00 PM

Bradford Woods will provide to Group, on the above dates, use of the following areas/facilities:

Carr Center

Total of participants to attend: 40

Estimated Costs:

Carr Center Day Rental: \$375.00

Total Estimated Event Cost: (See #'s 17 & 18 below): \$375.00 + Applicable Tax

TOTAL NON-REFUNDABLE DEPOSIT REQUIRED = \$93.75

-
- General Management:** General management of the outdoor center will remain with Bradford Woods. The Bradford Woods' Executive Director, and that person's designee, has authority to make rules and regulations, regulating the use of Bradford Woods.
 - Assignment of Agreement:** Group will not assign this agreement or purport to sublet the premises, or any part thereof, without prior written permission of Bradford Woods.
 - Bradford Woods Policies and Procedures:** The Group's representative has received a copy of "Bradford Woods Universal Guest Policies and Procedures" (hereafter referred to as "Policies and Procedures"). The terms outlined in these Policies and Procedures shall be considered part of this Agreement, and the Group agrees to comply with all terms contained therein. All participants have been or will be informed of these Policies and Procedures by the Group representatives prior to the event. Group accepts responsibility for the supervision, care, and welfare of all Group members and participants (including but not limited to students, teachers, volunteers, employees) during the term of this Agreement.
 - Investment:** Group agrees to pay to Bradford Woods the costs for all designated services which may include but not limited to, instruction, facilitation, lodging, supplies, food service, equipment use, and miscellaneous fees associated with the program identified here within.
 - Payment Schedule:** Bradford Woods requests payments at the following times to ensure your event dates are secured as failure to do so may result in cancellation, as determined at the sole discretion of Bradford Woods:
 - Deposit & Service Agreement:** 5/3/2023.
 - Estimated Event Cost:** Due 14 days prior to Friday, August 4, 2023
 - Outstanding Balance (if applicable, based on actual number of participants and services): Due 30 days after Friday, August 4, 2023
 - Bradford Woods will bill Monroe County Health Department Retreat for any outstanding fees associated with this Agreement upon completion of the services. All fees are due within 30 days of Friday, August 4, 2023. Group will be responsible for all reasonable collection costs.
 - Liability:** The Group, including its officers, directors, agent, employees, and affiliates, agrees to defend, indemnify, and hold harmless Bradford Woods, The Trustees of Indiana University and its trustees, employees, agents, servants and representatives ("Indemnified Parties") from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities or damages paid which may

accrue to or be incurred by the Indemnified Parties, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, suits, loss, actions, appeals, proceedings, damages, expenses, or other matters arising out of or related to Group's use of Bradford Woods, including without limitation, any claim, suit, loss, damages or expenses or other matters for loss, damages, or injury to person or property arising or alleged to arise from any act or omission of Group or Bradford Woods or their employees, agents, servants, and representatives, any camper or any other Group representative or participant. However, Group will have no obligation to defend, indemnify, and hold harmless in the event that such suit, action, claim, demand, judgment, or related expense (including reasonable attorney's fees) is caused by the gross negligence or willful misconduct of Bradford Woods or the Indemnified Parties.

8. **Staff Ratio:** In the event that Bradford Woods does not have a sufficient ratio of program staff to participants, Group will have the option of reducing the number of participants and/or scheduling alternative time periods when the required ratio can be maintained, or canceling the program without penalty or charge.
9. **Media:** Group must notify Bradford Woods prior to the event if any members of the Media will be present during the event.
10. **Dining & Catering Services Policy:** Specific dietary needs and menu selections must be submitted to the Dining & Catering Services Manager 21 days prior to arrival. Outside caterers are not allowed on Bradford Woods property.
11. **Alcohol Policy:** Bradford Woods is an auxiliary of Indiana University and as such must abide by the University alcohol policies and procedures. Any group wishing to have alcohol served at their event must advise Bradford Woods and obtain a copy of the Indiana University alcohol policies to be granted permission to have alcohol consumed at their event. All groups must secure the services of a bonded vendor with a liquor license. Bradford Woods will provide a list of all University approved caterers that must be used for alcohol service.
12. **Child Protection:** Group is required to follow Indiana University's policy on Programs Involving Children ("PIC Policy") which requires background checks to be completed on all adults working with children. Additionally, Group must advise adults to avoid one-on-one contact with minors during their stay at Bradford Woods and, consistent with the PIC Policy, Group agrees to have procedures in place that address appropriate physical contact and communication with children based on the age of the children and the nature of the program activities as well as immediate reporting of any claim or assertion of child abuse or inappropriate physical or verbal contact. By executing this Agreement, Group is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. The Policy, along with additional resources and information concerning the Policy, may be found at: <https://policies.iu.edu/policies/ps-01-programs-involving-children/index.html>.
13. **Vehicles:** Group may not bring or operate any off-road vehicles, including but not limited to golf carts, gators, or ATVs, on the Bradford Woods property. Driving on property is restricted to road-worthy vehicles including personal or company cars and busses, which may be operated on roads only.
14. **Termination of Agreement:** This Agreement between the parties shall be construed as a license, revocable in whole or part by Bradford Woods without notice. Bradford Woods reserves the right to terminate the Agreement in its entirety or to remove any Group or participant for any reason including but not limited to actual or threatened or safety, security, and emergency circumstances. Without limiting the foregoing, Bradford Woods reserves the discretion and rights to cancel this Agreement with immediate effect, including but not limited taking steps to immediately cancel any upcoming or ongoing event, for SARS Covid-19, pandemic or other public health related reason. Should Bradford Woods cancel this Agreement for reasons other than safety, security, emergency or public health related reasons, Bradford Woods will, at its cost/expense, take reasonable steps to assist Group in identifying an alternate facility to host the Group. Group agrees that Bradford Woods shall not be liable for any cost, loss or expense related to its cancellation of this Agreement.
15. **Insurance Requirements:** During the term of this Agreement, Group agrees to carry and maintain, and shall furnish Bradford Woods proof of, insurance under the following terms and conditions:
 - a) If Group has any employees, Group shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Group agrees to furnish to Bradford Woods a certificate of insurance for such policy and to require independent contractors engaged by Group to carry and maintain worker's compensation insurance covering their employees working or performing such services.
 - b) Group shall carry and maintain general liability insurance insuring the Group and naming "The Trustees of Indiana University, its officers, agents, and employees" as an additional insured with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Group's policy shall be primary and non-contributing with respect to any insurance carried by Bradford Woods.
 - c) These insurance policies shall not limit Group's liability under this Agreement. All policies shall be with a company that is acceptable to Bradford Woods and shall contain an endorsement requiring thirty (30) days' written notice to the Indiana University Office of Insurance, Loss Control & Claims before cancellation, reduction or other modification. A certificate of insurance and proof of additional insured must be delivered to the Bradford Woods no later than fourteen (14) days prior to the use of the facilities. If proof of acceptable insurance is not provided, Bradford Woods reserves the right to immediately terminate this Agreement, and Group shall not be permitted to use Bradford Woods' Facilities. The parties agree that Bradford Woods will not be responsible for any loss or damage suffered by Group as a result of cancellation due to Group's failure to provide proof of insurance.
 - d) Group agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Group's employees. Group is and shall remain the employer of such employees for all purposes.
 - e) If Group has difficulty obtaining proper insurance coverage, Group may contact the IU Office of Insurance, Loss Control & Claims about participating in the University's TULIP program.
 - f) At Bradford Woods' sole discretion, additional insurance coverage may be required.

16. **Choice of Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Monroe County, Indiana.
17. **Guarantee of Numbers:** Group must provide the total number of participants at least twenty-one (21) days in advance of arrival when food and programming are provided. Bradford Woods will bill group based on the confirmed number if it is greater than the contract number above. If no confirmation number is received or the number decreases, group will be held responsible for **Total Estimated Event Cost** as identified above.
18. **Cancellation Policy:** Group understands and agrees to the following CANCELLATION POLICY. If Group cancels the program, Group will be held responsible for 25% non-refundable deposit, plus:
- With 61 days notice prior to program date – 25% of estimated total cost in addition to deposit
 - With 31-60 days notice prior to program date – 50% of estimated total cost in addition to deposit
 - With 30 days or less notice prior to program date – 75% of estimated total cost in addition to deposit

Required Signatures: This agreement is not valid and the reservation is not made until the agreement has been executed by both parties and received by Bradford Woods. Group will not be permitted to proceed with an event without a fully executed agreement on file with Bradford Woods.

Monroe County Health Department Retreat

For the Trustees of Indiana University

Signature

Signature

Official Title

Official Title

Date

Date

Address:

119 W. 7th St.
Bloomington, IN 47403

Address:

Bradford Woods
5040 State Road 67 North
Martinsville, IN 46151



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/03/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: Ricoh Copier Lease Agreement

Vendor # 000852

Executive Summary:

The promotional terms on the lease of one of our Ricoh copiers has ended. The terms for the time remaining on the lease are at a higher, month to month charge. Current rate is at \$ 243.00 per month, with 12 months remaining. Totaling \$2,916.00. The current lease does not offer the \$1 buy out which has been our customary practice.

The units qualify for a QPA approved refi contract for remaining 12 months at \$ 182.68 per month. Totaling \$2,192.16 This lease allows for a \$1 buyout of the equipment at the completion of the the lease. This represents a savings of \$723.84 Toner, service and labor are included. Usage plan remains the same as current terms.

This request is to approve the 12 month lease agreement for one copier from Ricoh Inc.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$2,193. 16

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

812-335-7216

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

Attorney who reviewed:



ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSAP00003018

Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: MONROE, COUNTY OF		
Address Line 1: 501 N MORTON ST STE 200		Contact: Greg Crohn
Address Line 2:		Phone: (812) 349-2835
City: BLOOMINGTON		E-mail: gcrohn@co.monroe.in.us
ST/Zip: IN/47404-3732	County: MONROE	Fax:

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input type="checkbox"/> Fixed Rate Service Term |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract # | |

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SHIP TO INFORMATION


Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
MONROE COUNTY COURTHOUSE	5700 W AIRPORT RD	BLOOMINGTON IN/47403-9202 MONROE	Greg Crohn	(812) 349-2835 gcrohn@co.monroe.in.us

PRODUCT INFORMATION

Product Description	QTY
[XXXX] RICOH MP 2555SP AD (ARDF) C298R620104	1



ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature: 
Printed Name:	Printed Name: Scott Meyer
Title:	Title: Region VP
Date	Date 4/18/23

Initials



RICOH
Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

**Product Schedule
with Purchase Option**

Product Schedule Number: _____
Master Lease Agreement Number: 1035198

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MONROE, COUNTY OF				Greg Crohn											
Customer (Bill To)				Billing Contact Name											
5700 W AIRPORT RD				501 N MORTON ST STE 200											
Product Location Address				Billing Address (if different from location address)											
BLOOMINGTON		IN		47403-9202		BLOOMINGTON		IN		47404-3732					
City		County		State		Zip		City		County		State		Zip	
Billing Contact Telephone Number (812) 349-2835				Billing Contact Facsimile Number				Billing Contact E-Mail Address gcrohn@co.monroe.in.us							

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip <small>(complete only if address is different from Equipment/Product Location Address on Agreement)</small>
1	[XXXX] RICOH MP 2555SP AD (ARDF) C298R620104	5700 W AIRPORT RD, BLOOMINGTON, IN, 47403-9202, US

PAYMENT SCHEDULE

Minimum Term <i>(months)</i> 12	Minimum Payment <i>(Without Tax)</i> \$182.68	Interest Rate 10.792% per annum <i>*(see note below)</i>	Minimum Payment Billing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
--	--	--	---	--

* Only applicable if the Purchase Option Price below is the \$1.00 Purchase Option.

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Purchase Option:
(a) Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)




☒ \$1.00 Purchase Option (plus any applicable tax)

- (b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then
- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.”;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product;
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed; and
- (iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.

4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.
5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
6. Additional Provisions (if any) are:

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By:  _____ Authorized Signer Signature Printed Name: Scott Meyer Title: Region VP Date: 4/18/23
---	--



Certificate Of Completion

Envelope Id: 4ACF234DBE86488998F57D69E509D0A5

Status: Sent

Subject: Ricoh Docs for MONROE, COUNTY OF to Review & Sign (Quote 32911984)

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

RicoH DocuSign

AutoNav: Enabled

PO Box 6117

Envelope Stamping: Enabled

Macon, GA 31208

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

RicoHDocuSign@RicoH-usa.com

IP Address: 52.2.226.144

Record Tracking

Status: Original

Holder: RicoH DocuSign

Location: DocuSign

4/18/2023 7:43:45 AM

RicoHDocuSign@RicoH-usa.com

Signer Events**Signature****Timestamp**

Greg Crohn

Sent: 4/18/2023 7:43:47 AM

gcrohn@co.monroe.in.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Wiemeier Paul

Paul.Wiemeier@ricoh-usa.com

RicoH USA, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Sent: 4/18/2023 7:43:47 AM

Viewed: 4/18/2023 7:44:12 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/18/2023 7:43:47 AM

Payment Events**Status****Timestamps**



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/03/23

Formal ☒

Work session ☐

Department Parks

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

Vendor # 222

Executive Summary:

On 04-19-23, the MCPR Board approved a service agreement with Bledsoe Riggert Cooper James (BRCJ) in the amount not to exceed \$62,615.00. The agreement is for civil engineering services related to the new Flatwoods Park restroom facility, utilities upgrade, surveying, site improvements, building demolition, and grading/drainage improvements. Service Agreement expires 12-31-24.

Fund Name(s):

2022 GO Bond

Fund Number(s):

4815-42501

Amount(s)

Not to Exceed
\$62,615.00

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 Bledsoe Riggert Cooper James ("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 civil engineering services for the Flatwoods Park restroom project to include utilities upgrade, site improvements, building demolition, and grading/drainage improvements. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor for civil engineering services, design services, planning, surveying, permitting, approvals, bidding phase, and construction administration for the Flatwoods Park restroom project. Contractor shall provide the services set forth in "Exhibit A," consisting of six (6) pages in its entirety, and which is incorporated herein and made a part of this Agreement.
2. **Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Sixty-Two Thousand Six Hundred Fifteen Dollars (\$62,615.00), 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, 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 December 31, 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:
- a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. 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.

W.S.T.
BRCJ Representative
WILLIAM S. BIGGERT

04.27.2023
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

d

EXHIBIT
A

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS

January 26, 2023

Revised 4/21/23

Page 1 of 6

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: Flatwoods Park Restroom Facility
Proposal for Surveying and Engineering Services

Dear Kelli,

We are pleased to submit this proposal to the Monroe County Parks and Recreation Department (MCPD) for the Flatwoods Park Restroom Facility Project. Our understanding of the project is based upon our discussions with MCPD staff regarding the need for a new restroom facility at the Flatwoods Park property and associated site improvements and utility service. The scope of the project will also include the demolition of the existing restroom facility and grading/drainage improvements as required to restore the area to a functional state.

SCOPE OF SERVICES

Our basic scope of services will address the following tasks:

A. TOPOGRAPHIC SURVEY

1. Prepare a topographic survey of the area, approximately 5.5 acres, highlighted in grey on the attached Proposed Survey Limits exhibit. Note that the central "oval" area (approx 2.5 acres) has recently been surveyed for the playground improvement project, and would not be surveyed again except where conditions have changed since the time of the last survey.
2. Locate visible surface utilities (risers, meters, valves, etc...) per observed above ground evidence and utilities marked by Indiana811. Member utilities do not locate private lines or facilities. Private utility location service (not included in this scope) may be needed to locate all utilities present on the site.
3. Provide approximate storm and sanitary locations, invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
4. Overhead utilities will be identified as overhead without special investigation to the type or nature.
5. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, trees, etc...).
6. Provide contours of existing site conditions at 1-foot intervals.
7. Horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet.
8. Vertical datum will be NAVD88, U.S. Survey Feet.
9. All distances will be provided as grid distances.
10. Provide a final 2018 AutoCAD drawing (.dwg) and PDF (.pdf) of the topographic survey.

B. CIVIL ENGINEERING

1. DESIGN SERVICES

Prepare a complete set of engineering documents for the installation of a prefabricated restroom facility within the topographic survey limits identified on Exhibit A. The design team will submit preliminary plans for review at 50%, 95%, and 100% design completion. BRCJ will meet with the

MCPR team for review sessions to discuss the design and determine necessary changes to finalize the documents.

Construction documents will generally consist of the following:

- a. Title Sheet
- b. Stormwater Pollution Prevention Plan, Notes, and Details
- c. Site Preparation and Selective Site Demolition Plan
- d. Site Improvement, Landscape, and Layout Plan
- e. Grading and Drainage Plan
- f. Drainage Profiles
- g. Site Utility Plan (including water and sanitary service)
- h. Septic System Plans and Details
- i. Civil Site Details
- j. Technical Specifications
- k. Engineer's Opinion of Probable Construction Cost.

Designs for the following disciplines will be prepared by professional sub-consultants at the direction of BRCJ, and their plans and specifications will be included within the overall construction documents for the project:

- a. Structural Foundation Plans and Details
- b. Electrical Site Plan, Diagrams, and Details

It is understood that the design, layout, and specification of the prefabricated restroom facility will be prepared by the manufacturer. BRCJ will coordinate the surrounding site and utility improvements with the restroom manufacturer to ensure a seamless design and installation. Manufacturer plans and specifications will be included in the bid documents to illustrate the basis of design for bidders to include the purchase and installation of the restroom facility within their bids. BRCJ will prepare the general conditions for public works projects based upon templates used for prior Monroe County projects.

BRCJ will be available to attend one (1) meeting of the Monroe County Parks Board to review the restroom facility plans and discuss the projects with Board members, as appropriate.

2. PLANNING, PERMITTING, AND APPROVALS

BRCJ will coordinate with the Monroe County Planning, Health, Building, and Stormwater Departments to obtain approvals for the above described restroom facility project. It is anticipated that the following approvals will be required:

- a. Monroe County Building Department -
 - i. Building Permit
- b. Monroe County Planning Department -
 - i. Commercial Site Plan Approval
 - ii. Floodplain Development Permit
 - iii. Grading Permit
 - iv. Commercial Demolition Permit
- c. Monroe County Health Department -
 - i. Septic System Approval
- d. Indiana State Department of Health
 - i. Commercial Septic Permit
- e. Indiana Department of Environmental Management
 - i. Construction Stormwater General Permit

C. BIDDING PHASE

BRCJ will prepare an advertisement to bid, manage the pre-bid meeting, respond to questions during bidding, issue clarifications and/or addenda items as needed, attend the public bid opening, evaluate bids, and prepare a letter recommending award. The necessary legal documents for engaging the general contractor will be prepared in coordination with Monroe County Legal Department.

D. CONSTRUCTION ADMINISTRATION

BRCJ will provide the following services during the Construction Phase:

1. Oversee pre-construction meetings.
2. Review of shop drawings and submittals.
3. Conduct bi-weekly construction progress meetings and prepare and submit written reports to MCPR on the progress and status of construction.
4. Provide occasional observation of construction work to verify that construction is complying in general with plans and specifications.
5. Prepare field observation reports, including a punch list of work items remaining to be completed.
6. Answer contractor questions and issue clarifications.
7. Review and certify pay applications.

E. ADDITIONAL SERVICES

The engineering services described below are not included in the above scope of services. Selected services may be performed on an hourly basis or mutually agreeable fee at the request of MCPR:

1. Topographic Surveying beyond the limits described under Part A, above.
2. Private utility locates and/or utility exploration.
3. Site lighting design (by others, if required)
4. Revisions to construction documents after they are substantially completed due to the following:
 - a. Owner requested revisions or changes in scope.
 - b. Additional investigation and/or design caused by unforeseen existing conditions.
 - c. Division of the proposed improvements into smaller scopes of work to fit within a pre-determined construction budget threshold
5. Permit applications or submission of plans to reviewing agencies other than those described under part 2, above.

F. ADDITIONAL PROVISIONS AND ASSUMPTIONS

1. We will submit our drawings in hard copy and/or PDF format for MCPR review.
2. It is assumed that all storm drainage infrastructure designed for this project will either a) discharge to receiving waters above the top of bank and outside of the jurisdiction of IDEM and/or U.S. Army Corps of Engineers, or, b) be covered under Nationwide Permit 3 - Maintenance, such that no W.O.U.S. permitting or notification is required. If Section 401/404 permitting is required, additional fees may be assessed.
3. McCormick's Creek runs through the Flatwoods Park property, and the associated floodplain area includes the location of the existing restroom facility. It is understood that a County Floodplain Development Permit will be required, however, an IDNR Construction in Floodway permit is not believed to be needed. If state floodway permitting is required, additional fees may be assessed.
4. This proposal includes attendance at one (1) Parks Board meeting. If additional attendance or presentation at other public meetings is required, additional fees may be assessed.
5. All cost associated with the reproduction of plans, specifications, and addenda; distribution; and associated record keeping will be considered a reimbursable expense.
6. We will consider all overnight deliveries as reimbursable expenses.

7. The services required under this agreement shall be in accordance with the generally accepted standards of ordinary and reasonable skill and care usually exercised by Engineers for this type of project.
8. Our limit of liability for any and all claims shall be deemed limited to an amount not greater than the fee.
9. All permit application fees and related expenses will be considered a reimbursable expense. Fees associated with state agencies are listed below. It is assumed that Monroe County permit fees will be waived.

G. FEES

Our professional fees are based on the time and expertise anticipated to complete the proposed services as described above. All fees will be billed hourly, not to exceed the amounts listed below:

1. Topographic Survey	\$ 3,000.00
2. Civil Engineering Design	\$ 35,060.00
3. Bidding	\$ 3,880.00
4. Construction Administration	\$ 10,800.00
5. Sub-Consultants and Reimbursable Expenses:	
a. Professional Soil Scientist	\$ 1,000.00
b. Geotechnical Engineering	\$ 3,900.00
c. Structural Foundation Design	\$ 2,100.00
c. Electrical Service Design	\$ 2,500.00
d. IDOH Commercial Septic Permit Application Fee	\$ 200.00
e. IDEM Construction Stormwater General Permit Fee	\$ 175.00

Total Fee	\$ 62,615.00
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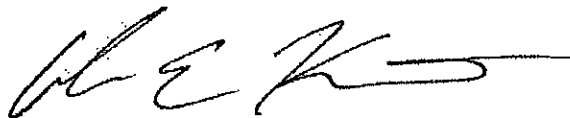
Work not included in the scope of services may be provided at the hourly rates per the attached fee schedule or a mutually agreeable fee. Billings will be made monthly, 30 days net, in proportion to the completed percentage of our work.

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,

Accepted By:



Andrew E Knust, PE
Senior Engineer

Signature Date

Attachments: Survey Limits
Fee Schedule

Printed Name Title

Flatwoods Park Survey Limits
Page 5 of 6

- Legend
- Limits of 2021 Topo Survey
 - Proposed 2023 Survey Limits





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



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 04-19-23, the MCPR Board approved a service agreement with Graber Post Buildings, Inc. in the amount not to exceed \$36,684.04

Location: Karst Farm Park Maintenance Building (Circa 1998) -

Project: Replace 2/3 of metal roof, snow guard, & gutters

Problems: Water leaking inside building and gutters falling off

Project: Replace commercial garage door, chain hoist & automatic opener

Problem: The door no longer works safely. When not working properly, must use a skid steer w/forks to lift and keep open the big/tall/heavy door. FYI: The park staff uses this garage door bay to service all park equipment on a professional lift.

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
\$36,684.04

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 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 Maintenance Building. The following terms shall apply:

- 1. Scope of Project.** Monroe County wishes to retain the professional services of Contractor for 1) the partial (2/3) replacement and installation of the roof, snow guards and gutters on the maintenance building, and 2) replacement of garage door at the maintenance building to include the replacement and installation of a commercial garage door, chain hoist, and automatic opener. The maintenance building on which these repairs will be made is located at Karst Farm Park in Monroe County, Indiana. Contractor will produce the services and supplies set forth in 1) the two (2) page document attached which is marked as "Exhibit A, and 2) the one (1) page document attached which is marked as "Exhibit B." Both "Exhibit A" and "Exhibit B" are incorporated herein, and made part of this Agreement.
- 2. Price.** The total accumulated amount paid to Contractor under this Agreement shall not exceed Thirty-Six Thousand Six Hundred Eighty Four Dollars and Four Cents \$36,684.04), 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:
- a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. 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, "Exhibit A," consisting of two (2) pages, and "Exhibit B," consisting of one (1) page. 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, "Exhibit A," and "Exhibit B" 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.

Hermett Z. Waepke
Graber Post Buildings, Inc.

4-27-23
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

EXHIBIT**A****Grabber Post Buildings, Inc**

7716 N 900 E Montgomery, IN 47556 • Phone: (812) 636-7355
<https://www.grabberpost.com>

PO Number:
Preparer: Dennis Vaught
Quote #: 51941
Date: 04/11/2023
Page: 1 of 2

Roof 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:

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: Yes, with no dumpster
Roof Color: Unspecified

Roofing Boots #5 Roof Boot 4-1/4" to 7-1/2" [1], #8 Roof Boot 7" to 13" [1], #3 Roof Boot 1/4" to 5" [1]

Miscellaneous Add-Ons No add-ons

Additional Labor Perlín repair

Install new 16x14 3285 OH door w/operator as per quote QO-0131957 [\$6317.84]

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



Graber Post Buildings, Inc

7716 N 900 E Montgomery, IN 47858 • Phone: (812) 636-7355
<https://www.graberpost.com>

PO Number:	
Preparer:	Dennis Vaught
Quote #	51941
Date:	04/20/2023
Page:	2 of 2

Roof Proposal

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

Thirty-three Thousand Three Hundred, Sixty-four Dollars and Sixty-two Cents **Dollars** **\$33,364.62**

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 **\$33,364.62**

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, Terms and Conditions 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)

04/11/2023
(date)

(Printed Name of Second Authorized Signer)

X

(Signature of Second Authorized Signer)

04/11/2023
(date)

Authorized Signature of Graber

Dennis Vaught

EXHIBIT

B



GRABER POST BUILDINGS, INC.

7716 N 900 E • MONTGOMERY, IN 47538
Phone (812) 636-7355 • (800) 264-5013
Fax (812) 636-4936 • www.graberpost.com

Customer Number
MONCOL001

Order Number
QO-0131957

Shipped From
MAIN

Customer PO
ENDWRIGHT RD

Salesperson
JMSWA01

Ship Via
Deliver

Date
2/22/23

Bill to:
MONROE COUNTY PARKS & RECREATIONS
Attention: ANDY FRENCH
501 N MORTON STREET
BLOOMINGTON, IN 47404
Phone 812-272-4852

Ship to:
2450 S ENDWRIGHT RD
BLOOMINGTON, IN 47403

Terms
Net 30
Ship Date

Karst Farm Park Maintenance Building

Product Number	Ordered	U/M	Length	Description	Sales Price	Total
3285-16X14	1			16'x14' Series 3285 Q.H. Dorian White 15" standard radius track	\$4,093.91	\$4,093.91
WH16VS	1			16' White Vinyl Weather Strip	\$26.11	\$26.11
WH14VS	2			14' White Vinyl Weather Strip	\$22.82	\$45.64
MCOP100	1			Manual Chain Hoist Operator	\$151.89	\$151.89
QDOJ5J50	1			Operator 35011.5-MC Jackshaft 1/2HP	\$859.16	\$859.16
SPREADERARM	1			Adj Spreader Arm Kit	\$42.40	\$42.40
OHDLADOR	1			OH DOOR SERVICE FIBER TRAC OUT EXISTING DOOR, INSTALL NEW DOOR, INSTALL OPERATORS, INSTALL NEW OHD TRIM AND VINYL SEALS	\$950.00	\$950.00
OVCOR	1		14 ft4	Overhead Door Trim W/1 Gray	\$2.55	\$36.55
OHDBUMP	1			Pair Push Down Door Bumper 27"	\$112.18	\$112.18
Subtotal for					Weight: 496	\$6,317.84

Please Check this material list carefully. We agree to furnish the quantities and materials listed above. This does NOT guarantee that the materials listed are adequate to complete a given project.

Page 1 of 1

Printed on 2/27/2023 at 9:31:03AM

	Subtotal:	\$6,317.84
Weight: 496	Freight:	\$0.00
	Other:	\$0.00
0.00 %	Sales Tax:	\$0.00
	Total:	\$6,317.84



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/03/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

Request for approval of 2023 McKinney
Climate Fellow Program Collaboration
Agreement

Vendor #

Executive Summary:

This is a request to approve a Collaboration Agreement between the Trustees of Indiana University on behalf of the Environmental Resilience Institute and Monroe County. The Agreement provides that Monroe County government will be the placement for an IU McKinney Fellow who will work within county government and the community to help identify and address sustainability challenges. The Fellow will begin work at the end of May and continue throughout the summer with the option to extend into the Fall if all parties agree. The County will be making a contribution to the Environmental Resilience Institute pursuant to this agreement in the amount of \$6,000.

Additional funding is being requested for supplies, if necessary.

The approval of this Agreement is contingent on the County Council approving appropriations for this project.

Fund Name(s):

Energy Conservation Non-Reverting

Fund Number(s):

4919

Amount(s)

not to exceed
\$10,000.

Presenter:

Peter Iversen/Lee Jones

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:

Turner-King, Molly

Monroe County, Indiana

Climate Resilience Planning Fellow – Job Description

Who We Are

The Monroe County Government is a governmental entity within the State of Indiana, whose various duties are defined by statute. Monroe County was created by the State Legislature on January 14, 1818. The present Courthouse was dedicated on July 4, 1908 and is located in the center of downtown Monroe County, the county seat. This historic structure is surrounded by immense native trees, and numerous dedicated monuments all within a beautiful park-like setting. Additional government buildings are scattered throughout the county.

There are three broad areas of climate impact in Monroe County. First, the range of **community and infrastructure services** offered by Monroe County are vast, and they include important departments when considering climate change, including Health, various Justice Departments, Highway, Planning, Parks and Rec, Soil and Water Conservation, and more. Second, services are overseen by **civil leaders** who are elected. The Monroe County Board of Commissioners have a wide range of executive and administrative authority. There are three commissioners. The County Council has a wide range of fiscal Authority. There are seven council members. Lastly, the **Monroe County Environmental Commission** serves in an advisory role and focuses on educating the community and engaging residents and businesses in supporting initiatives that will help ensure a healthier and more economically viable future for the County. You can find all this information and more at <http://co.monroe.in.us>.

Summary

Monroe County Government seeks a highly motivated student to assist with the development of a community-wide climate resilience plan in the summer of 2023.

The intern will work with the Monroe County Government's political leaders, which is a participant in the Indiana University Environmental Resilience Institute's 2023 [Resilience Cohort program](#). The successful candidate will receive on-the-job training from the Geos Institute and ERI staff on how to: analyze climate hazards and associated physical and social vulnerabilities using leading national climate data tools; deeply engage the public and other stakeholders in an equitable, whole-of-community planning approach; develop strategies to improve climate resilience; and coordinate a climate resilience planning process. The intern will also develop technical and project management skills beneficial to a career in local government, climate change science and policy, environmental management, and related fields.

Monroe County Government is interested in the possibility of extending the Fellowship through the 2023-2024 academic year on a part-time basis if an extension is mutually agreeable to both the Monroe County Government and the Fellow, and pending funding availability.

Duties and Qualifications

Duties will include:

- Communicate with government staff, members of the public, and other local stakeholders throughout the course of the project
- Utilize web-based data tools to execute moderately complex data analysis
- Support the development of a climate trends primer that identifies climate projections for Monroe County
- Support the development of a community primer that identifies socioeconomic characteristics of community
- Engage with members of the public and other stakeholders to gather input on vulnerabilities and community priorities
- Promote opportunities for the public to engage with plan development
- Assist in developing strategies and/or drafting a climate resilience plan as time allows
- Assist with other sustainability projects depending on time and interest
- Participate in regular Resilience Cohort webinars and conference calls
- Attend the McKinney Climate Fellows virtual Climate Camp training, hosted by the Environmental Resilience Institute in May 2023
- Attend weekly (virtual) “Lunch and Learn” sessions as part of the McKinney Climate Fellows program
- Submit weekly reports on Canvas over the course of the Fellowship

Qualifications

- Prior quantitative coursework or research experience, preferably in a discipline applied to sustainability such as environmental science, environmental management, engineering, chemistry, environmental economics, or a related field
- Experience manipulating data using spreadsheets
- Experience summarizing research in reports and presentations
- Ability to follow detailed and technical instructions
- Effective written communication, especially for a public audience
- Exemplary verbal communication, including speaking publicly
- Self-motivated, proactive, and flexible with strong attention to detail
- Ability to prioritize and manage multiple ongoing tasks
- Equity mindset and an understanding of justice, diversity, equity, and inclusion in the climate change field

Preferred Skills

- Experience evaluating climate trends and hazards, as well as social vulnerability
- Experience coordinating events, especially public engagement
- Experience creating reports

Feedback and Evaluation

The Fellow will be given regular feedback from their supervisor on progress and performance. Success in the Fellowship will be determined by the completion of specified projects in a professional and timely manner. The Fellow should learn how the organization identifies its sustainability priorities, effective principles of communication, and how to develop and maintain professional relationships.

Compensation

Compensation will be in the form of a scholarship through the Environmental Resilience Institute. The Fellow will work full time for 10 weeks, with a start date in late May or early June, arranged in coordination with the Fellow and ERI staff. **The Fellow may be selected for a 2023-2024 academic year extension, subject to the availability of funds, and the interest of both Monroe County and the Fellow in extending the Fellowship.**

Diversity, Equity and Inclusion

The McKinney Climate Fellows and Resilience Cohort programs support the continual advancement and development of diverse, inclusive, and equitable spaces. Indiana climate solutions should advance equity, with climate plans including strategies that reduce climate change impacts on marginalized communities in the state.

Application Process

To apply for this position, complete an application via the Environmental Resilience Institute's website, which includes additional details about the application process and timeline. If you have questions about the program or any of the positions available, email Anagha Gore, Resilience Programs Coordinator, at anagore@iu.edu.



**2023 McKinney Climate Fellows Program Collaboration Agreement
Part of the McKinney Midwest Climate Project
by the IU Environmental Resilience Institute**

THIS AGREEMENT (“Agreement”) is entered into by and between The Trustees of Indiana University (“University” or “IU”) on behalf of Environmental Resilience Institute and Monroe County (“Collaborator”) (together, the “Parties”).

WHEREAS, the Indiana University Environmental Resilience Institute (“ERI”) aims to attract, educate, and retain the best and brightest sustainability students in Indiana and facilitate their professional development in the field, with the ultimate goal of building the state’s capacity to address sustainability challenges; and

WHEREAS, the University and Collaborator share a mutual interest in building capacity to address sustainability challenges in the state of Indiana; and

WHEREAS, the University has created the McKinney Climate Fellows (“MCF”), a fellowship program supported in substantial part by contributions from the McKinney Family Foundation; and

WHEREAS, the University will advertise the MCF fellowship program, accept applications for the MCFs, and nominate a student(s) to be hosted by Collaborator for the purpose of participating in the MCF.

In consideration of the premises and covenants contained herein, the Parties agree as follows:

1. University.

- a. Scholarship. The University will provide a scholarship (\$4800 for an undergraduate or \$6000 for a graduate student) to the 2023 MCF student (“Fellow”) nominated by the University and accepted by the Collaborator (provided that the Fellow accepts his or her placement), to be disbursed during the fellowship term.
- b. Climate Camp. The University will provide a multi-day online/hybrid sustainability “climate camp” for the Fellow in advance of the beginning of the MCF fellowship.
- c. Check-in. The University will check in both with the Fellow and the Collaborator throughout the duration of the MCF. The ERI MCF Representative will seek weekly reports from the Fellow to help ensure that the primary purpose of the MCF is being fulfilled.

2. Collaborator.

- a. Accepting nominee. Collaborator understands and agrees that Collaborator is under no obligation to accept a particular nominee from University. Collaborator further agrees that its acceptance of a nominee constitutes a determination by Collaborator that Collaborator is satisfied with the University’s nominee and comfortable with hosting the nominee.
- b. Supervision. Upon accepting a nominee nominated by the University, Collaborator agrees to facilitate the Fellow’s participation in an MCF consistent with the position description and to be responsible for day-to-day supervision of Fellow. The Parties agree that under this Agreement, Collaborator (and not IU) shall exercise supervision and control over Fellow’s fellowship activities. Collaborator further agrees to provide meaningful feedback to Fellow.
- c. Contribution. Collaborator agrees to make a contribution to Environmental Resilience Institute. The University shall issue an invoice to the Collaborator to prompt payment shortly after this Agreement is fully executed. Payment in the agreed upon amount shall be remitted within 30 business days from invoice issue date to the address provided on the University invoice(s), ensuring to reference the invoice number on all payments for appropriate application upon receipt.

- d. Term. In order to provide the Fellow with the level and depth of experience intended by the MCF, Collaborator agrees to host and provide supervision to the Fellow for the duration of the fellowship term ("Term"). For the summer placements, the Term shall be 10–12 weeks between May and August in the given year at up to (but not more than) forty hours in each week. The forty-hour maximum shall include any interactions that occur between Fellow and IU. Deviations from this duration could be authorized via email by the ERI MCF Representative.
 - e. Fall and/or Spring Extension: ERI plans to offer the opportunity to extend the fellowship term into the Fall and/or Spring academic terms for eligible Collaborators and Fellows. The following terms apply only to such Fall/Spring extensions:
 - i. Scholarship. Fellows will be provided with a prorated scholarship for the experience. If an extension Fellow is from a different educational level than the summer placement with the same host, the scholarship amount will be adjusted appropriately.
 - ii. Nominee. If the summer Fellow is unavailable for any reason, IU will identify another current summer or previous year participant in the program for this extension placement.
 - iii. Term. The extension will provide 200 hours of support over the course of each 16-week academic semester, at a rate of 10-20 hours per week, responsive to the Fellow's academic schedule and obligations. Fall extension placements shall run from August to December. Spring extension placements will take place between January and May.
 - iv. IU and Collaborator can agree to an extension of the placement via email. While no new signing of a collaboration agreement will be needed, all terms of this Agreement shall apply throughout any such extension period.
 - f. Supplies. The Collaborator will provide a workspace and any required work materials and supplies for the Fellow for the duration of the Term. The County agrees to provide Fellow with laptop, access to Wi-fi when in Monroe County Government buildings, and technological support. The Fellow will not be provided with a cell phone by the Collaborator.
3. Primary Purpose. The Parties agree that the primary purpose of this Agreement is to build capacity to address sustainability challenges in Indiana by facilitating students' professional development through participation in the MCF.
4. Nature of work to be performed by Fellow. The Parties agree (1) that the MCF is intended to operate in a manner that provides training that complements the training and education the Fellow is pursuing in his or her educational program at the University; (2) that the fellowship is held in the summer in order to complement (rather than interfere with) the Fellow's academic commitments and that an extension for the Fall and/or Spring may be mutually agreed upon by the Parties, provided that any such extension shall account for the fact that classes are in session during those semesters; (3) that the fellowship's length of 10-12 weeks in the Summer (16 weeks during the Fall or Spring semester, if fellowship is extended) is intended to provide the Fellow with beneficial learning for the entire duration of the fellowship; and (4) that the Collaborator shall convey to the Fellow that completion of the fellowship does not entitle the fellow to a permanent position with the Collaborator.
5. Independent Contractors. The Parties enter this agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them.
6. Indemnification. Collaborator shall defend, indemnify, and hold harmless IU, its successors, assigns, directors, officers, employees, and agents, with respect to and from any losses related to any claim, demand, proceeding, or action asserted by Fellow arising out of, or related to, his or her performance of the fellowship (including without limitation claim, demands, proceedings, or actions relating to the possible existence or determination of any employee-employer relationship arising out of the fellowship, but *not* including any claim, demand, proceeding, or action which arises out of any act of gross negligence or willful misconduct by IU).
7. Compliance With Laws. The Parties agree to comply with all state and federal laws. It is agreed by the Parties that neither party, its contractors, or 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.

- 8.** Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, without giving effect to its conflicts of law rules. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
- 9.** Amendment. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties hereto.
- 10.** Entire Agreement. This Agreement is the entire agreement and supersedes all prior agreements and understandings, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement consists of five (5) pages in its entirety.
- 11.** Partial Invalidity. In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, void or unenforceable shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 12.** Representatives. University's authorized MCF representative for communicating with the Collaborator is: **Elsbeth Hayden, Program Manager, McKinney Climate Fellows, (812) 855-8742, haydene@indiana.edu** and **Anagha Gore, Resilience Programs Coordinator, (812) 856-3543, anagore@iu.edu**. Collaborator shall report any issues or inquiries regarding the Fellow to the MCF Representative and shall be entitled to rely upon guidance received from the MCF Representative.

Collaborator's authorized MCF representatives are: **Peter Iversen, County Councilmember, Monroe County, piversen@co.monroe.in.us, (812) 345-7486** and **Lee Jones, Commissioner, Monroe County, ljones@co.monroe.in.us, (812) 349- 2550**.
- 13.** Force Majeure. Neither party shall be considered to be in material breach of its obligations under this Agreement if such performance is prevented or delayed by any Force Majeure event that was not reasonably foreseeable as of the date this Agreement is executed. "Force Majeure" shall include, but not be limited to, civil commotion, strike, lockout, epidemic, or any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or any act of God.
- 14.** Invoicing: The following information is required for invoicing purposes. Both University and Collaborator will provide this necessary information. Invoices will be submitted and paid in accordance with the process within section 2(c) entitled "Contributions" on page one (1) of this Agreement.

Relevant department name (lead for the participation of the ERI MCF)	
Program contact name	
E-mail	
Phone	

Collaborator organization legal business name	
Remittance address	
Email address for submission of invoices (Accounts Receivable)	
PO Number (if applicable)	

15. Signatures. IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Trustees of Indiana University	Collaborator
Signature:	Signature:
Printed Name: Dr. Sarah K. Mincey	Printed Name: Penny Githens
Title: Managing Director, Environmental Resilience Institute	Title: Monroe County Commissioner, President
Date:	Date:

16. MCF Acknowledgement.

Fellow
Signature:
Printed Name: Haider Attiq
Student status: Graduate
Date:

17. MCF Acknowledgement:

Fall extension acknowledgement (applicable when a new fellow is assigned to the host for the fall academic semester)

Fellow signature:	Date:
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Spring extension acknowledgement (applicable when a new fellow is assigned to the host for the spring academic semester)

Fellow signature:	Date:
-------------------	-------



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/03/23

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda: YSB Quarterly Cleaning Contract Signing

Vendor # 7564

Executive Summary:

YSB has a need for quarterly deep cleanings in order to maintain our DCS licensure. We currently have ongoing weekly cleanings done by Century Services/ASI but they are very limited in their scope. DCS is now requiring more in depth cleaning services than our staff or Century Services can provide.

Fund Name(s):

LIT - Special Purpose

Fund Number(s):

1114

Amount(s)

\$975.00/quarterly

Presenter: Vanessa Schmidt

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: Cockerill, Jeff

BUCKET O' SUDS CLEANING CONTRACT

Agreement made the ____ day of ____, 2023, between Stephanie Thompson, Bucket O' Suds ("Contractor") and Board of Commissioners of Monroe County ("Commissioners") on behalf of the Monroe County Youth Services Bureau. The Contractor and Commissioners mutually agree as follows:

1. **Project.** Contractor shall provide quarterly cleaning of the Youth Services Bureau as defined in Exhibit A
2. **Term.** This contract begins on May 3rd, 2023 and ends May 30, 2024 with the option to renew at 1 or 3 year intervals. The Contract may be terminated by either party upon 90 day written notification of termination.
3. **Cost.** The cost shall be \$975.00 per quarterly cleaning. Cost will be re-evaluated at the end of the first year.
4. **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 the Commissioners before commencement of work on the Project. In the alternative Worker's Compensation Exemption Certificate Clearance issued by the Indiana Department of Revenue. 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.
5. **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 Commissioners 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.
6. **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 County 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 of its employees.
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, 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.

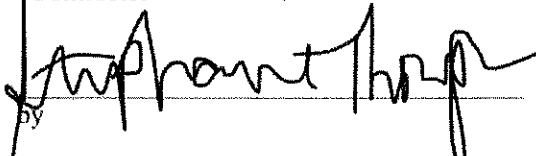
It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may 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.

he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.

8. **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.
9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor and shall not be considered an employee of the County. 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.

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

Stephanie Thomson; Bucket O' Suds
"Contractor"


by _____

Date April 25, 2023

Board of Commissioners of Monroe County
"Commissioners"

ATTEST: _____, 2023

Catherine Smith, Auditor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer CHUCK SOUDER INS AGCY INC 1905 S LIBERTY DR BLOOMINGTON, IN 47403-5146	CONTACT NAME: CHUCK SOUDER INS AGCY INC PHONE: (812) 332-1100 FAX: (812) 332-1100 E-MAIL: JAC. INC. ADDRESS:
Insured STEPHANIE THOMPSON DBA BUCKET O SUOS CLEANING 1616 LOGAN DONICA RD BEDFORD, IN 47421-6999	INSURER(S) AFFORDING COVERAGE INSURER A: SHELTER MUTUAL INSURANCE COMPANY NAIC # 23388 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	ADDL. INFO	SUBS. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			13-31-6982947-1	05/14/2022	05/14/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	<input type="checkbox"/>						MED EXP (Per person) \$ 5,000
	<input type="checkbox"/>						PERSONAL & ADJ. INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE (PRODUCTS - COMP/OP AGG) \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ Included
	<input type="checkbox"/> OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO						BODY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below:						E.I. DISEASE - EA \$
							E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PMI MERIDIAN
 PO BOX 459 DEPT 683
 HOUSTON, TX 77210-4579

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/03/13

Formal ☒

Work session ☐

Department Youth Services

Title to appear on Agenda: YSB/Monroe County Childhood Conditions Summit (MC3) Service Agreement with Monroe County Convention Center

Vendor # 7174

Executive Summary:

Youth Services Bureau is looking to hold the Monroe County Childhood Conditions Summit (MC3) at the Monroe County Convention Center on November 1, 2023. This was previously the practice up until COVID when things went virtual. We are planning to stream some parts of the event so that there will be a virtual option for those who prefer it. The idea behind the summit is to bring community members together to discuss, explore, and generate ideas for action around the theme of child & adolescent health.

Fund Name(s):

LIT Special Purpose

Fund Number(s):

1114

Amount(s)

\$1,800.00

Presenter: Vanessa Schmidt

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: Turner-King, Molly

AGREEMENT POLICIES

CANCELLATION

In the event of cancellation by the customer **6 months or less prior to the function**, the customer is responsible for the entire room rental cost. In the event of cancellation by the customer **60 days or less prior to the function**, the customer is responsible for the **entire projected cost** of the function.

FOOD SERVICE AND VENDING

All food and beverage service at the Convention Center will be provided by the Convention Center's catering service.

No other food or beverage may be brought into or taken out of the Convention Center (exclusive of wedding cakes, mints and/or nuts) unless prior arrangements have been approved by the Convention Center's director. Any violation of this policy will result in an additional charge of 100% of the appropriate room rental. All vending rights are reserved by the Convention Center. Center Catering Services reserves the right to refuse service to any guests when in question of their age or safety of guests.

If a final guarantee of the number of attendees is not received at least 5 business days prior to the function, the Convention Center will prepare and charge for the number of persons estimated from this Agreement.

All aspects of Convention Center functions are subject to service (gratuity) charges and applicable state and local sales taxes.

Final menu selections should be submitted 15 days prior to the function to insure the availability of the desired menu items.

DAMAGES

The customer is responsible and shall reimburse the Convention Center for any damage, loss or liability incurred to the Convention Center, by any of the customer's guests or any persons or organizations contracted by the customer to provide any service or goods before, during and after the function.

In the event you or your guests damage the Convention Center property, you will be held fully responsible for all replacement and repair charges as determined by the Convention Center management. The Convention Center will not assume any responsibility for damage or loss of any merchandise or articles left in the Convention Center prior to or following your function.

SECURITY

The Convention Center provides regular building security for the safety, protection, and convenience of guests and Convention Center property. If determined by the Convention Center that a contracted event requires special, extra, or full-time security, additional security will be arranged by Convention Center at the rates currently in force and billed to the Customer after the event.

A security officer is required for all events with bar service and will be provided by the Convention Center at the expense of the customer.

The Convention Center may request that the customer obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the Convention Center. Customer must notify Convention Center 2 weeks in advance of potential valuable merchandise of their function.

STORAGE

The Convention Center does not have facilities for storage.

The Convention Center will accept shipments no more than one day prior to an event.

The customer is responsible for arrangements and all expenses of shipping materials, merchandise exhibits and any other items to and from the Convention Center.

EQUIPMENT

No power vehicle or heavy equipment may be brought into, operated or run in the building without prior written approval of the Convention Center.

Convention Center provides no equipment furnishings or services to third parties, sublessees, or assignees as a part of this Agreement. Equipment/services requested by third parties, sublessees, assignees, shall be contracted for and billed separately.

INSURANCE

The Convention Center does not hold insurance on the personal property of Lessee and is not liable for loss, theft, or damage to property belonging to Lessees or its attendees.

The customer agrees to save and keep Monroe County, Downtown Bloomington Inc., and the Bloomington/Monroe County Convention Center harmless from any and all liability whatsoever arising out of its use of the Convention Center facilities. Insurance required for all public events, events with alcohol, etc. Customer is required to submit a certificate of insurance for their function upon the request of the Convention Center.

FIRE PRECAUTIONS

The Bloomington/Monroe County Convention Center is a smoke free facility.

No live Christmas trees are permitted in the building.

Customer is responsible for keeping contracted areas free of paper, debris, or any other materials that might present a fire hazard.

Fire exits, aisles, fire-fighting equipment, or other emergency equipment cannot be blocked in any way. Anything found blocking any of the above will be removed immediately at the expense of the customer at rate currently in force.

Unsecured helium balloons and open flames will not be permitted. Enclosed candles may be used, subject to prior Convention Center approval.

All mechanical/electrical connections must be approved by the Convention Center director prior to use.

POLICIES

As described in Indiana Sales and Use Tax Bulletins 10 and 11, Not for Profit Organizations are only exempt from sales tax on food when purchased for fund raising activities. In order for a purchase for a Not for Profit Organization to qualify for exemption from sales tax on room rentals, etc., the purchase must be used for the same purpose as that which the organization has been exempted. Purchases to be used by the organizations operating predominately for social purposes are not exempt.

The Convention Center reserves the right to move functions to other meeting/banquet rooms other than those appearing on contract with prior notification – especially if the number of guests is below the anticipated count.

If a change from original room set-up occurs on the day of function, there will be a \$50.00 minimum labor charge added to your invoice.

Decorators, exhibitors, and customers, in preparing for a scheduled event, are required to protect the carpeting, walls and furnishings of the Convention Center with whatever means are necessary to prevent damage, i.e. plastic floor covering, furniture pads, etc.

The use of confetti and glitter is not permitted. Event decorators are encouraged to work directly with a Convention Center contact before making final decorating decisions.

Unusual room modifications, such as nailing, stapling, taping, spraying, drilling, coring, punching, hanging on, or attaching to walls, floors, ceilings, is not allowed without prior written approval of the Convention Center Director, and upon approval, will be done only by or with supervision of Convention Center personnel. Bubble and fog machines are prohibited.

Packing or unpacking of private equipment, displays, decorations and diverse materials is the responsibility of the Customer.

The Convention Center will maintain a clean appearance of the facility including the aisles of extended displays.

Customer shall remove all exhibits, luggage, equipment, etc., from Convention Center premises immediately following the close of the event, unless prior arrangements have been made in writing with the Convention Center Director. Customer is responsible for removal of all decorations. Failure to do so will result in additional charges, including additional rental fees.

Authorized representatives of the Convention Center management shall have free access at all times to spaces occupied by the Customer.

All prices are subject to change.

The Convention Center makes no warranties or representations to the customer other than those printed in this Agreement.

Customer acknowledges that he has paid all royalties for performance rights and contracted production and agrees to hold Convention Center, its Board and agents harmless and agrees to indemnify it against all expenses incurred from or related to legal action including attorney fees regarding said rights.

If tickets are sold to the public, customer will provide Convention Center with a sample at least 14 days prior to the event(s).

Customer is responsible for payment of national, state, and local taxes levied against any event it sponsors at the Convention Center, and for the procurement of all licenses or permits required for such events.

Convention Center will not be held liable for scheduling conflicting events in other Convention Center facilities at the time of the contracted event.

The customer may not assign or sublet his assigned space without prior written consent of the Convention Center management.

Convention Center may terminate this Agreement for space rental if the customer's use of the premises is in conflict with federal, state or local laws or it is determined by the Convention Center, its sole discretion, that customer's use is not compatible with the Convention Center facilities or otherwise poses a risk of injury to the Convention Center image or reputation..

The Convention Center shall not be liable for non-performance of this Agreement when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations, restriction upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond the reasonable control of the Convention Center preventing or interfering with the Convention Center's performance. In no event shall the Convention Center be liable to the customer for consequential damages that may result from the non-performance of this Agreement.

Notwithstanding any other provisions of this Agreement, the owner and/or manager of this Convention Center shall be relieved from all requirements hereof, and this Agreement shall terminate, if owner shall sell, transfer or otherwise convey its interest in this Convention Center, provided owner has given at least 30 days notice of the transfer of its interest in the Convention Center and termination of this Agreement. In the event of any such termination, owner shall return all advance payments or deposits whereupon the parties shall have no further obligations to each other, provided that if the Convention Center shall continue in operation as a Convention Center after such transfer by owner then owner may assign all of its rights and obligations under this Agreement to the new owner who shall then be solely responsible for performance hereunder, and owner shall be relieved of all obligations and responsibilities under this Agreement upon transfer of all advance payments and deposits received by owner to the new owner.

In the event of a breach of this Agreement by Customer, Convention Center shall be entitled to pursue any and all remedies available at law or equity. In addition to all other remedies, Convention Center shall be entitled to recover from customer the expenses incurred, including reasonable attorney fees, for enforcing this Agreement.



monroe convention center
BLOOMINGTON, INDIANA

Service Agreement

Client/Organization	Event Date	Contract Due Date	Deposit Due Date	Pln Guests
Youth Services Bureau of Monroe Co.	11/1/2023 (Wed)	5/15/2023	7/15/2023	100
Address	Booking Contact	Booking Tel		
615 S Adams St, Bloomington, IN 47403	Lenchek, Hannah	(812) 335-7276		
	Booking Email			
	btcbbloomington@gmail.com			

Venue

Description	Start	End	Room	Date
General	7:00 am	5:00 pm	Zebendon-Hanse	11/1/2023-Wed
Session/Meals			n	
Break Out Room	7:00 am	5:00 pm	Cook East/West	11/1/2023-Wed
Break Out Room	7:00 am	5:00 pm	Rogers	11/1/2023-Wed
Break Out Room	7:00 am	5:00 pm	Olcott Young	11/1/2023-Wed
			/Finch	

Room Chg	\$1,800.00
----------	------------

Subtotal	\$1,800.00	Paid	\$0.00	Pay Method	Card Number
Taxes (8%)	\$0.00	Balance	\$1,800.00	Card Type	Expires
Serv Chg (20%)	\$0.00			Card Holder	
Total Value	\$1,800.00			Signature	

Visa/MasterCard* *4% charge added to all Credit Card Payments. Make checks payable to Monroe Convention Center. Final payment is due prior to the event unless specific arrangements have been made. Late payments will incur a finance charge. Please return the contract by **5/15/2023**. If the contract is not received by this date we will release your tentative hold.

I have read the above contract and agree to the **Agreement Policies** as well as any terms and conditions on any contract addendum which I may sign.

Client: _____ Date: _____

MCC Sales Rep: _____ Date: _____

Monroe Convention Center
302 South College Avenue, Bloomington, IN 47403-1509
Telephone: (812) 336-3681 Fax: (812) 349-2981



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 Ordinance approves amendment to Chapter 460 of the Monroe County Code.

Chapter 460 establishes the Monroe County Traffic Commission, its membership and duties, and a special events permit requirement.

The proposed amendments to Chapter 460 (Exhibit A) include an annual requirement for election of a chair and vice-chair at the initial meeting of the Traffic Commission, and, for clarity, removal of enumerated Traffic Commission duties for a general statement of responsibilities subject to Indiana Code articles 9-20 and 9-21.

The proposed amendments to Chapter 460 also include a permit requirement for temporary special events requiring use of a County right-of-way and proposed permit application (Exhibit B).

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:

ORDINANCE NO. 2023-12

Amendment to Chapter 460 of the Monroe County Code – Traffic Commission

WHEREAS, the Board of Commissioners of Monroe County (“Board of Commissioners”) serve as the legislative body for Monroe County Government; and

WHEREAS, the Monroe County Traffic Commission (“Traffic Commission”) has requested that the Board of Commissioners review and adopt amendments that the Traffic Commission proposes to Chapter 460 of the Monroe County Code; and

WHEREAS, the Board of Commissioners has reviewed the amendments to Chapter 460 of the Monroe County Code proposed by the Traffic Commission and finds that the amendments should be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners as follows:

1. Chapter 460 of the Monroe County Code shall be, and is, hereby amended. Chapter 460 of the Monroe County Code is attached for reference hereto and marked as Exhibit A. Words in red font are to be added and strikethrough words are to be deleted from Chapter 460 of the Monroe County Code.

2. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

SO ORDAINED this ____ day of _____, 2023, by the Board of Commissioners of the County of Monroe, Indiana.

BOARD OF COMMISSIONERS OF MONROE COUNTY

“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

Date

EXHIBIT A

CHAPTER 460 TRAFFIC COMMISSION

460-1. Establishment

There is hereby established a Monroe County Traffic Commission. The **Traffic** Commission shall consist of seven (7) members. **The procedures and policies of the Traffic Commission are subject to the requirements of Chapter 216 that are applicable to all boards and commissions that serve Monroe County Government.**

460-2. Membership--Appointment, Terms, Removal

(A) ~~The Monroe County~~ Traffic Commission shall consist of three (3) ex officio members and four (4) members appointed to a term of two (2) years. The ex officio members shall include the Monroe County Sheriff or designee, the Monroe County Highway Superintendent or designee and the Monroe County Highway ~~Engineer~~ **Director** or designee. In addition, there shall be four (4) members, three (3) of whom shall be district representatives and one (1) of whom shall be a representative of the County at large. There shall be one (1) representative appointed by the **Monroe County** Board of Commissioners from each of the three (3) Commissioner districts and one (1) at large member appointed by the **Monroe** County Council. All members of the **Traffic** Commission shall be voting members.

(B) Each **Traffic** Commission member shall receive, as full reimbursement for expenses related to **Traffic** Commission duties, the amount of Twenty-Five Dollars (\$25.00) for each Traffic Commission meeting attended. Such reimbursement may be issued only upon completion of appropriate claim forms, upon appropriation of sufficient funds by the ~~Monroe County Council~~ and upon approval of the claim by the Board of Commissioners ~~of Monroe County, Indiana.~~

(C) At the initial meeting each year, members of the Traffic Commission shall elect a chair and vice-chair from their membership, who shall serve until the election of their successor. The vice-chair may act in the capacity of chair in the event of the chair's illness or incapacity. The secretary of the Traffic Commission shall prepare minutes of the meetings, which shall be provided by the secretary to the Board of Commissioners immediately after their adoption by the Traffic Commission.

460-3. Duties

The duties of the **Traffic** Commission shall include, but not be limited to, making recommendations ~~for ordinances~~ to the Board of Commissioners **for the adoption of ordinances regulating traffic on**

Amended by Ordinance 2016-44, effective December 22, 2016

any street or highway in the county highway system, subject to IC 9-20 and IC 9-21 to:

- ~~(A) determine the location of stop signs, slow signs and yield signs on County roads;~~
- ~~(B) set speed limits;~~
- ~~(C) designate one-way roads;~~
- ~~(D) regulate the operation of bicycles; and~~
- ~~(E) regulate traffic generally by the authority of IC 9-21-1-3.~~

460-4. Special Events Permit

Temporary special events requiring the use of rights-of-way owned by or under the control of Monroe County Government must be approved by the Traffic Commission upon submission of the Application for Special Events Permit adopted by the Board of Commissioners.

[end of chapter]

Amended by Ordinance 2016-44, effective December 22, 2016

EXHIBIT B



MONROE COUNTY

5900 W. Foster Curry Drive
Bloomington, IN 47403

HIGHWAY DEPARTMENT

(812) 349-2555
www.co.monroe.in.us

SPECIAL EVENTS APPLICATION

This application is for approval from the Monroe County Traffic Commission for Special Events for the use of public rights-of-way owned by Monroe County. To assure timely approval by the Traffic Commission to your application we ask that you notify us not less than 90 days before the event.

To receive consideration by the Traffic Commission, all relevant portions of the application must be completed. Once a completed application has been submitted to the Highway Department, it will be reviewed by staff and forwarded to the Traffic Commission for consideration. Once approved by the Traffic Commission, the County retains the right to revoke permission if safety issues concerning the Special Event arises.

The Traffic Commission has the sole discretion to approve or deny an application. If the Traffic Commission approves use of public rights-of-way for the Special Event, it may impose any reasonable conditions or requirements upon the approval deemed necessary to minimize adverse impact of the Special Event upon the community, neighborhoods, or emergency service providers. The recipient of a Special Event approval is required to comply with all federal, state, and local laws during the event.



SPECIAL EVENT APPLICATION

Monroe County Highway Department
5900 W. Foster Curry Drive
Bloomington, IN 47403
(812) 349-2555

1. Applicant Information

Contact Name: _____

Contact Phone: _____ Mobile Phone: _____

Title/Position: _____

Organization: _____

Address: _____

City, State, Zip: _____

Contact E-Mail Address: _____

Organization E-Mail & URL: _____

Org Phone & Fax No: _____

2. Any Key Partners Involved (including vendors, if applicable)

Organization Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Mobile Phone: _____

(attach list for additional vendors)

3. Event Information

Type of Event: Run/Walk/Bicycle _____ Festival _____ Parade _____ Other (explain below) _____

Date(s) of Event (including setup/teardown): _____

Time of Event: Start _____ (AM/PM) End _____ (AM/PM)

Description of Event: _____

List of Street(s) Closures (if applicable): _____

Expected Number of Participants: _____

Expected Number of Vehicles (required parking spaces): _____

4. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING: *Moving Events – Use and/or Closure of County Roads/Sidewalks*

_____ A map of the proposed rights-of-way closure or route in its entirety (roads shall be properly labeled and identified)

- The starting point shall be clearly marked;
- The ending point shall be clearly marked;
- The number of lanes to be restricted on each road shall be clearly marked;
- Each intersection along the route shall be clearly identified;
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and
- The location of any staging areas(s) for the rights-of-way closure and how much space the staging area(s) shall utilize.

_____ Notification to businesses/residents that will be impacted by event of the day the application will be heard by Traffic Commission

_____ Certificate of Liability Insurance – Proof of insurance listing Monroe County as additional insured for an amount not less than \$1,000,000 (per person)/\$2,000,000 (per accident).
DEADLINE: To Highway Department not less than 5 days before the Special Event.

_____ A properly executed Maintenance of Traffic Plan (determine whether "No Parking" signs and/or barricades will be required)

_____ For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (the County reserves the right to request one officer be present for every 250 attendees, depending on the nature of the event)

_____ Secured a Parade Permit from Monroe County Sheriff (Not applicable _____)

_____ Noise Permit application (Not applicable _____)

_____ Waste and Recycling Plan if more than 100 participants (template attached)

5. IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Roads/Sidewalks*

_____ A map of the proposed rights-of-way closure in its entirety (roads shall be properly labeled and identified):

- The starting point shall be clearly marked;
- The ending point shall be clearly marked;
- The number of lanes to be restricted on each road shall be clearly marked;
- Each intersection along the route shall be clearly identified;
- A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and
- The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize.

_____ Notification to businesses/residents that will be impacted by event of the day the application will be heard by the Traffic Commission (Example attached)

_____ If using a County park or trail, a permit issued by Monroe County Parks and Recreation (Not applicable _____)

_____ A properly executed Maintenance of Traffic Plan (determine whether "No Parking" signs and/or barricades will be required)

_____ For larger events, you may be required to submit an Emergency Management Plan for review by the Monroe County Fire District and Sheriff's Department

_____ Noise Permit application (Not applicable _____)

_____ Beer & Wine Permit (Not applicable _____)

_____ Certificate of Liability Insurance – Proof of insurance listing Monroe County as additional insured for an amount not less than \$1,000,000 per person and \$2,000,000 per accident. The required Certificate of Liability Insurance must be submitted to the Highway Department not less than 5 days before the Special Event.

_____ For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (the County reserves the right to request one officer be present for every 250 attendees, depending on the nature of the event)

_____ If food vendors are part of the event (Monroe County Health Department Licenses & Fire Inspection)

_____ Waste and Recycling Plan if more than 100 participants (template attached)

6. CHECKLIST

_____ Determine what type of Event

_____ Complete application with attachment

_____ Detailed Map

_____ Proof of notification to businesses/residents (copy of letter/flyer/other)

_____ Maintenance of Traffic Plan

_____ Noise Permit Application (if applicable)

_____ Certificate of Liability Insurance

_____ Parade Permit from Monroe County Sheriff (if applicable)

_____ Beer and Wine Permit (if applicable)

_____ Waste and Recycling Plan (if applicable)

_____ Date Application will be heard by Traffic Commission (contact Highway Department for date)

_____ Approved Parks Special Use Permit (if using a park or trail managed by the Monroe County Parks and Recreation Department)

_____ Obtain all required permits for use of food vendors (Monroe County Health Department Licenses & Fire Inspection)

_____ "No Parking" signs

_____ Traffic Commission approved events are provided by Highway Department

_____ Contact Highway Department to request and schedule "No Parking" signs

NOTE: Monroe County Highway Department reserves the right to cancel any event at any time if the event threatens public safety or an emergency arises.



NOISE PERMIT

Monroe County Commissioners
100 W. Kirkwood Avenue
Room 323
Bloomington, IN 47404
(812) 349-2550

Application and Permit Information

This is an application for a permit for an exception to the requirements of Monroe County Code chapter 380 (Noise Control). A Noise Permit granted by the Monroe County Commissioners will contain all conditions and requirements deemed necessary to minimize adverse impact of the Special Event upon the community and surrounding neighborhoods. The recipient of a Noise Permit is required to comply with all conditions and requirements set forth in the permit, and with all federal, state, and local laws during the event.

Event and Noise Information

Name of Event: _____

Location of Event: _____

Date of Event: _____ Time of Event Start: _____ End: _____

Calendar Day(s) of Week: _____

Description of Event: _____

Applicant Information

Name: _____

Organization: _____ Title: _____

Physical Address: _____

Email Address: _____ Phone Number: _____

Signature: _____ Date: _____

[FOR COUNTY USE ONLY]

In accordance with Monroe County Code chapter 380, the Traffic Commission, in its capacity as the duly authorized designee of the Monroe County Commissioners, hereby waives the requirements of Chapter 380 for the above-referenced event.

Traffic Commission:

Lisa Ridge, Highway Director

Brad Swain, Sheriff

Toby Turner, Highway Superintendent

Reed Adams

Joe Goss

Amanda Turnipseed

Paul White Sr.

Date: _____

Waste and Recycling Management Plan Template

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be responsible for oversight and execution of the waste and recycling management plan.

Event map: In the event map submitted with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

Targeted Waste: Enumerate the types of waste expected at the event and the plan for collecting each type of waste using the following table. Examples are listed, but may be modified as appropriate.

<u>Type of Waste</u>	<u>Collecting Plan</u>
<containers>*	<recycling, composting, etc.>
<mixed paper>	<recycling in on-site, designated bins staffed by volunteers>
<food waste>	<composting bins, waste bins, etc.>

* Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Monroe County area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Also describe how attendees and vendors will be educated regarding where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (paid or volunteer) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe how you will educate: (1) volunteers about the event waste and recycling management plan; and (2) vendors concerning what materials will be permitted to comply with the waste and recycling management plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Traffic Commission of Monroe County, Indiana, has been petitioned to hear a request for a Special Event in the Public Right-of-Way for _____.

The Traffic Commission meeting to hear this request will be _____ (Month) / (Day) / (Year) _____. Traffic Commission meetings are held virtually via zoom. Zoom information may be found by accessing the following link: <https://www.co.monroe.in.us/boards/>. Zoom information may also be obtained by calling the Commissioner's Office at (812) 349-2555.

The proposal for _____ will be on file and may be examined in the Monroe County Highway Department on the Friday (insert date) prior to the Tuesday (insert date) meeting.

All persons interested in the above-referenced proposal may be heard at the time and place stated in this notice. Written and verbal objections filed with the Traffic Commission prior to the hearing will be considered.

**MONROE COUNTY HIGHWAY DEPARTMENT
MONROE COUNTY, INDIANA**

PETITIONER:

DATE:

For Monroe County Use Only

Date Received:	Received By:	Date Approved:	Approved By:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contact Information – Other

Office/Dept	Location	Contact	Phone Number
Monroe Co. Health Dept.	119 W. 7th Street Bloomington, IN	Administrator	(812) 349-2068
Master Rental	2022 W. 3rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN	Type 3 Barricades	(317) 891-8065
Monroe Co. Emergency Mgt.	2800 S. Kirby Road Bloomington, IN	Deputy Director	(812) 349-2546



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 Ordinance amends Chapter 520 regarding Human Rights to mirror that of the City of Bloomington. The County and City has always had virtually identical sections. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for outreach.

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:

ORDINANCE 2023-13

**TO AMEND MONROE COUNTY CODE CHAPTER 520-- MONROE COUNTY
HUMAN RIGHTS ORDINANCE
Re: Human Rights Commission**

WHEREAS, the City of Bloomington created the Bloomington Human Rights Commission through adoption of Ordinance 70-37 in 1970; and

WHEREAS, Monroe County created the Monroe County Human Rights Commission in 2010; and

WHEREAS, the City and the County now desire to create a joint Human Rights Commission with jurisdiction over their respective boundaries.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS FOR MONROE COUNTY, INDIANA, THAT:

SECTION 1. Chapter 520 Human Rights Commission is hereby deleted in its entirety.

SECTION 2. The following section is hereby amending Chapter 520 of the Monroe County Code entitled “Monroe County Human Rights Ordinance” to read as follows:

MONROE COUNTY HUMAN RIGHTS ORDINANCE

520-01 Bloomington/Monroe County Human Rights Commission – Establishment.

The Bloomington/Monroe County Human Rights Commission is hereby established within the City’s Community and Family Resources Department.

520-02 Public policy and purpose.

It is the public policy of the County, and of the City upon appropriate city authority, that they do not discriminate in the provision or implementation of their programs or services on the basis of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran. It is the public policy of the City, and of the County upon appropriate county authority, to provide all citizens equal opportunity for education, employment, access to public accommodations and acquisition through purchase or rental of real property, including but not limited to housing, and to eliminate segregation or separation based on race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran, since such segregation is an impediment to equal opportunity. Equal education and employment opportunities and equal access to and use of public accommodations and equal opportunity for acquisition of real property are hereby declared to be civil rights.

It is also against the public policy of the County, and of the City upon appropriate city authority, and a discriminatory practice for an employer to discriminate against a prospective employee on the basis of status of a veteran by:

- (1) Refusing to employ an applicant for employment on the basis that the applicant is a veteran of the armed forces of the United States; or
- (2) Refusing to employ an applicant for employment on the basis that the applicant is a member of the Indiana National Guard or member of a reserve component.

The practice of denying these rights to persons because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is contrary to the principles of freedom and equality of opportunity and is a burden to the objectives of the public policy of the city and of the county, upon appropriate county authority, and shall be considered as discriminatory practices. The promotion of equal opportunity without regard to race, religion, color, sex,

national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is the purpose of this section.

It is also the public policy of the County, and the City upon appropriate city authority, to protect employers, labor organizations, employment agencies, property owners, real estate brokers, builders and lending institutions from unfounded charges of discrimination.

It is hereby declared to be contrary to the public policy of the County and of the City, upon appropriate city authority, and an unlawful practice to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry into the neighborhood of a person or persons of a particular race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, status as a veteran or familial status.

It is also the public policy of the Monroe County to prohibit discrimination against or harassment of individuals, including employees, independent contractors, volunteers, interns, and any others doing sanctioned work for the city. Any such individual who believes she, he, or they have been discriminated against or harassed by a county employee has a right to bring a complaint to the attention of county officials, who will investigate the complaint promptly and take appropriate action.

520-03 Definitions.

As used in this chapter unless the context clearly requires otherwise:

(1) “Acquisition of real property” means the sale, rental, lease, sublease, construction or financing, including negotiations and other activities or procedures incident thereto, of:

(A) Any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters;

(B) Any building, structure, or portion thereof, or any improved or unimproved land utilized, or designed or intended for utilization, for business, commercial, or industrial or agricultural purposes; or

(C) Any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

(2) “Affirmative action” means those acts which the commission deems necessary to assure compliance with the human rights ordinance.

(3) “Ancestry” refers to both the country from which a person’s ancestors came and the citizenship of a person’s ancestors.

(4) “Commission” means the Bloomington/Monroe County Human Rights Commission hereinafter created.

(5) “Commission attorney” means the city attorney or such assistants of the city attorney as may be assigned to the commission, or such other attorney as may be engaged by the commission or voluntarily lend his, her or their services to the commission.

(6) “Compensation” or “compensatory damages” means actual damages, except that damages to be paid as a result of discriminatory practices relating to employment shall be limited to lost wages, salaries, commissions or fringe benefits.

(7) “Complainant” means any individual charging on his, her or their own behalf to have been personally aggrieved by a discriminatory practice or the commission attorney, a member of the Bloomington/Monroe County Human Rights

Commission, or the commission director charging that a discriminatory practice was committed against a person, other than himself, herself or themselves, or a class of people in order to vindicate the public policy of the state as defined in Indiana Code 22-9-1-2, and the public policy of the city and county as defined in Monroe County Code 520-2.

(8) “Complaint” means any written grievance filed by a complainant with the commission director. The original shall be signed and verified before a notary public or another person duly authorized by law to administer oaths and take acknowledgments. Notarial service shall be furnished by the City without charge.

(9) “Consent agreement” means a formal agreement entered into in lieu of adjudication.

(10) “Disability” means with respect to a person: (i) a physical or mental impairment that substantially limits one or more of the person’s major life activities; (ii) a record of having an impairment described in subdivision (i) above; or (iii) being regarded as having an impairment described in subdivision (i) above.

(11) “Discriminatory practice” means the exclusion of a person by another person from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran; or a system which excludes persons from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran or the promotion or assistance of segregation or separation in any manner on the basis of the above categories; provided, it shall not be a discriminatory practice for an employment agency to refer for employment any individual, or a joint labor-management committee controlling apprenticeship or other training or retraining program to admit or employ any individual in such program on the basis of his, her or their religion, sex or national origin in those particular instances where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; further provided, that it shall not be discriminatory practice for a person to refuse to rent for occupancy as living quarters any space in owner-occupied multiple dwelling structure on the basis of sex.

(12) “Educational institution” includes all public and private schools and training centers, except that the term does not include any state agency as defined in subsection (27) of this section.

(13) “Employee” includes any person employed by another for wages or salary; provided, that it shall not include any individual employed by his, her or their parents, spouse or child.

(14) “Employer” includes any person employing six or more employees within the city or within the unincorporated areas of Monroe County, except that the term does not include a not-for-profit corporation or association organized exclusively for fraternal or religious purposes; nor any school, educational or charitable religious institution owned or conducted by, or affiliated with, a church or religious institution; nor any exclusively social club, corporation, or association that is not organized for profit; nor the City or county or any department thereof; nor any state agency as defined in subsection (27) of this section.

(15) “Employment agency” includes any person undertaking with or without compensation to procure, recruit, refer, or place employees.

(16) “Gender identity” means a person’s actual or perceived gender-related attributes, self-image, appearance, expression or behavior, whether or not such characteristics differ from those traditionally associated with the person’s assigned sex at birth.

- (17) “Housing status” means the type of housing in which an individual resides, whether publicly or privately owned, or the status of not having a fixed residence, whether actual or perceived.
- (18) “Labor organization” includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions or employment, or for formal mutual aid or protection in retaliation to employment.
- (19) “Lending institution” means any bank, building or loan association, insurance company, or other corporation, association, firm or enterprise whose business consists in whole or part in making or guaranteeing loans secured by real estate or an interest therein.
- (20) “National origin” refers to both the country from which a person came and the citizenship of the person.
- (21) “Owner-occupied multiple-dwelling structure” includes only structures in which the owner of the premises actually resides, containing not more than three separate dwelling units, apartments, rooms or portions of the building designed or intended for occupancy as living quarters.
- (22) “Person” includes one or more individuals, partnerships, associations, organizations, labor organizations, corporations, cooperatives, legal representatives, trustees in bankruptcy, trustees, receivers, any subdivision of the state, and other organized groups of persons.
- (23) “Public accommodation” means any establishment which offers its services, facilities, or goods to the general public.
- (24) “Respondent” means one or more persons against whom a complaint is filed under this chapter, and whom the complainant alleges has committed or is committing a discriminatory practice.
- (25) “Sex,” as it is applied to segregation or separation in this chapter, shall apply to all types of employment, education, public accommodations, and housing; provided, that it shall not be a discriminatory practice to maintain separate restrooms or dressing rooms.
- (26) “Sexual orientation” means an individual’s identity or practice as a lesbian woman, gay male, bisexual person or heterosexual person, whether actual or perceived.
- (27) “State agency” means every office, officer, board, commission, council, department, division, bureau, committee, fund, agency, and without limitation by reason any enumeration herein, every other instrumentality of the state of Indiana, every hospital, every penal institution and every other institutional enterprise and activity of the state of Indiana, wherever located; the universities supported in whole or in part by state funds; and the judicial department of the state of Indiana. “State agency” does not mean counties, county departments of public welfare, cities, towns, townships, school cities, school towns, school townships, school districts or other municipal corporations, political subdivisions, or units of local government.
- (28) “Veteran” means:
- (A) A veteran of the armed forces of the United States;
 - (B) A member of the Indiana National Guard; or
 - (C) A member of a reserve component.

520-04 Appointments.

The nine members of the Bloomington/Monroe County Human Rights Commission shall be appointed four by the Mayor, three by the Common Council, and

two by the Monroe County Commissioners, pursuant to the appropriate county authority.

520-05 Qualifications.

Members of the Bloomington/Monroe County Human Rights Commission appointed by the Mayor or the Common Council shall be representative of the community and shall be city residents. Members of the Commission appointed by the Monroe County Commissioners shall be representative of the community and shall be Monroe County residents, pursuant to the appropriate county authority.

520-06 Rules and regulations.

The Commission may adopt rules and regulations, both procedural and substantive, to effectuate the purpose of this chapter and to make more specific the procedures deemed necessary for orderly and equitable compliance with this section.

New rules, regulations, and guidelines may be adopted by the Commission after a public hearing by a majority vote of the Commission.

The rules, regulations, and guidelines of the Commission shall be available to the public at the office of the City of Bloomington's Community and Family Resources Department.

520-07 Powers and duties.

The commission shall have the following powers and duties:

(1) To create subcommittees and advisory committees as in its judgment will aid in effectuating the purpose of this section.

(2) To issue such publications and such results of investigation and research as in its judgment will tend to minimize or eliminate discrimination because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, veteran status or familial status.

(3) To investigate complaints filed with the commission. Complaints of discrimination shall be received and investigated by the director. A complaint shall be sufficiently complete so as to reflect properly the name and address and/or other contact information of the complainant; the name and address of the respondent against whom the complaint is made; the alleged discriminatory practice and a statement of particulars thereof; the date or dates and places of the alleged discriminatory practice; if it is of a continuing nature, the dates between which said continuing acts of discrimination are alleged to have occurred; and a statement as to any other action, civil or criminal, instituted in any other form based upon the same grievance as is alleged in the complaint, together with a statement as to the status or disposition of such other action. No complaint shall be valid unless filed within one-hundred-eighty (180) days from the occurrence of the alleged discriminatory practice, or from the date of the termination of a published and meaningful grievance procedure provided by a respondent employer or labor union; provided, that complaints filed only with the Equal Employment Opportunity Commission shall be deemed to have been filed simultaneously with the commission for purposes of measuring the one-hundred-eighty (180) day limitation, as long as the complaint is otherwise within the Bloomington/Monroe County Human Rights Commission's jurisdiction; provided, further, that any person who files a complaint with the Indiana Civil Rights Commission shall have no recourse to the Bloomington/Monroe County Human Rights Commission concerning any of the matters alleged in such complaint; provided, further, that the commission shall have no jurisdiction over the state or any of its agencies, or over the city or county or any of their departments. After a complaint is scheduled for a public hearing, the legal department shall make reasonable efforts to conciliate all issues raised during the investigation of the case.

(4) To determine jointly with an attorney from the legal department whether probable cause exists to believe that discrimination in violation of the Monroe County chapter 520 occurred. A probable cause commissioner shall be assigned to each complaint filed on the date it is filed and shall participate jointly with the director and assist in the investigation of the complaint. The director, after consultation with the attorney from the legal department, shall make a written recommendation of cause or no cause setting forth relevant facts and applicable legal authority to submit it to the designated probable cause commissioner. The commissioner shall review the director and legal department's joint recommended finding, and shall make a written determination of cause or no cause setting forth the relevant facts and applicable law. The probable cause commissioner shall follow applicable legal standards set forth by the director and attorney in making the determination.

(5) To schedule complaints for public hearings upon a determination of probable cause. When the finding after the investigation is no probable cause, the complainant shall be furnished a copy of the findings of no probable cause and recommendation and shall be given ten days to make a written request, with the reasons therefore, to the chairperson of the commission for review of the finding. Upon the receipt of the request for review, the chairperson or designee shall review the request and the decision of the reviewing commissioner regarding probable cause shall be final. Whenever a commissioner reviews a decision at the request of a complainant, such commissioner shall be disqualified from any further participating in that case, except as a witness at a public hearing on the complaint.

(6) To prevent any person from discharging, expelling, or otherwise discriminating against any other person because he, she or they filed a complaint or testified in any hearing before the commission or in any way assisted in any matter under investigation.

(7) To issue a temporary emergency order against any person requiring such person to do an act preserving the possibility of a remedy for a complaint or to refrain from doing an act damaging the possibility of a remedy during the investigation of the complaint; provided, however:

(A) That no emergency order shall be issued unless a time and place for hearing on the temporary order is designated in the order;

(B) That the hearing on the temporary emergency order shall be held within ten days following the issuance of the temporary order, unless contained by the commission at the request of the respondent. At such hearing, the complainant shall show that a failure to continue the temporary order would damage his, her or their remedy. The commission shall thereupon weigh the comparative hardship to the complainant and respondent and issue a decision continuing or terminating the temporary emergency order, pending final disposition of the complaint. The respondent may waive said hearing without prejudice to the defense of the matters charged in the complaint, in which case the temporary order shall remain in effect pending final disposition of the complaint.

(C) The commission may by rule provide for issuance of its temporary order by a majority of the commission, and it may compel compliance with any such temporary order by bringing in Monroe Circuit Court or other appropriate court for prohibitory or mandatory injunction showing that such person is subject to the court's jurisdiction, resides or transacts business within the county in which the proceeding is brought, and that such an injunction is necessary to protect the complainant's rights under this chapter until his, her or their complaint is resolved through conciliation or public hearing.

(8) To reduce the terms of conciliation agreed to by the parties in writing, to be called a consent agreement, which the parties and a majority of the commissioners

shall sign. When so signed, the consent agreement shall have the same effect as a cease and desist order pursuant to subsection (9) of this section. If the commission determines that a party to the consent agreement is not complying with it, the commission may obtain enforcement of the consent agreement in a Monroe Circuit Court upon showing that the party is not complying with the consent agreement, and the party is subject to the commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought.

(9) To hold hearings, subpoena witnesses, compel their attendance, administer oaths, take testimony of any person under oath and require the production for examination of all books and papers relating to any matter under investigation or in question before the commission. The commission may make rules governing the issuance of subpoenas by individual commissioners. Contumacy or refusal to obey a subpoena or temporary emergency order issued pursuant to this section shall be a breach of this chapter and such person shall be liable to a penalty therefore, if adjudged by the Monroe Circuit Court or other appropriate court, of the payment of a penalty not to exceed three hundred dollars. Each penalty shall be deposited in the general fund of the city; provided, however, that the payment of such a penalty by a party shall not impair the commission's ability to grant affirmative relief and compensatory damages to the complainant, should justice so require.

(10) To state its findings of fact after hearing which statement shall be made in a written opinion containing both the findings of fact and the principles of law applied. All written opinions shall be compiled and maintained as public record and, in making decisions, the commission shall give due consideration to its prior decisions which may be applicable. If a majority of the commissioners who hear the case finds that a person has engaged in unlawful discriminatory practice, the commission shall cause to be served on the person an order requiring the person to cease and desist from the unlawful discriminatory practice and requiring such person to take further affirmative action necessary to effectuate the purposes of this section.

520-08 Duties upon a finding of discrimination.

If unlawful discrimination is found in the area of employment, an order shall be issued requiring the respondent to take such affirmative action the commission may deem necessary to assure justice, including but not limited to hiring, reinstatement, and upgrading of employees or people deprived of employment, with or without compensatory damages to which the complainants would have been entitled had they not been deprived of equal opportunity, meaning wages, salary or commissions. When an employer has been found to have committed a discriminatory practice in employment by failure to employ an applicant on the basis that the applicant is a veteran, the order to restore the veteran's losses may include placing the veteran in the employment position with the employer for which the veteran applied.

If unlawful discrimination is found in the area of housing or acquisition of real property, an order may be issued requiring a respondent to take affirmative action, including but not limited to renting, selling, or leasing to a person deprived of equal opportunity. Compensation for the denial of equal opportunity shall be allowed within the discretion of the commission.

If unlawful discrimination is found in the area of public accommodation, an order shall be issued requiring respondent to take affirmative action, including but not limited to providing services, goods, or access to property, reinstatement of membership, reinstatement of membership, posting of notice that a facility is a public accommodation, with or without compensatory damages for a complainant's being denied equal opportunity.

If unlawful discrimination is found in the area of education, an order may be issued requiring a respondent to take affirmative action, including a review and

revision of school boundaries, revision of teaching aids, and materials, human relations training for personnel recruitment of minority people for professional staff, with or without compensatory damages to which the complainant would have been entitled except for the denial of equal opportunity.

If upon all the evidence, the commission finds that a person has not engaged in any such unlawful practice or violation of this section, the commission shall state its findings of fact and shall issue and cause to be served on the complainant an order dismissing the complaint as to such person.

Judicial review of such cease and desist order, or other final order, or other affirmative action or damages as referred to in this chapter may be obtained by filing in the Monroe Circuit Court. The scope of review shall be in accordance with the provisions set out in Indiana Code 4-21.5-1 et seq. If no proceeding to obtain judicial review is instituted within thirty calendar days from the receipt of notice by a person that such order has been made by the commission, the commission, if it determines that the person upon whom the cease and desist order has been served is not complying or is making no effort to comply, may obtain a decree of a court for the enforcement of such order in a circuit or superior court upon showing that such person is subject to the commission’s jurisdiction and resides or transacts business within the county on which the petition for enforcement is brought, or may request the commission attorney or attorney representing the complainant to seek enforcement.

520-09 Educational programs.

In order to eliminate prejudice among the various groups in the city and county and to further goodwill among such groups, the commission may prepare educational programs designed to emphasize and remedy the denial of equal opportunity because of a person’s religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran, its harmful effects, and its incompatibility with the principles of equality.

520-10 Relationship with Civil Rights Commission.

The commission may enter into a working relationship with the Indiana Civil Rights Commission to perpetuate the mutual objectives set forth in this chapter and the Indiana Civil Rights Law.

520-11 Housing discrimination.

(a) Definitions.

This section applies only to cases alleging housing discrimination.

- (1) “Familial status” means one or more individuals (who have not obtained the age of eighteen years) being domiciled with a parent or another person having legal custody of such individual(s) or the written permission of such parent or other person. The protections against discrimination on the basis of familial status shall apply to any person who is pregnant or in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- (2) “Dwelling” means any building, structure, or part of a building or structure, that is occupied as, or designed or intended for occupancy as, a residence by one or more families; or any vacant land which is offered for sale or lease for the construction or location of a building structure or part of a building or structure that is occupied as, or designed or intended for occupancy by one or more families.
- (3) “To rent” includes to lease, to sublease, to let or otherwise grant for consideration the right to occupy the premises not owned by the occupant.
- (4) “Discriminatory housing practice” includes: (A) practices prohibited by

Section 520-03(11) of this code, (B) refusing to rent to an individual or family on the basis of familial status, (C) refusing to allow a tenant with a disability, as defined by Section 520-03(10), to make reasonable modifications of the rented premises at the tenant's expense if such modifications are necessary to afford the tenant full enjoyment of the premises. The landlord may, where it is reasonable to do so, condition permission for the modification(s) on the tenant's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may require the tenant to acquire any necessary permits and to perform the modifications in a workmanlike standard. (D) Refusing to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a tenant with a disability, as that term is defined by Section 520-03(10), equal opportunity to use and enjoy a dwelling.

(b) Exemptions.

This section applies only to cases alleging housing discrimination.

(1) Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(2) Nothing in this section shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preferences to such persons. Not shall anything in this ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(3) Nothing in this section limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.

(4) Nothing in this section regarding familial status applies with respect to housing for older persons, as defined below. As used in this section, "housing for older persons" means housing:

(A) Provided under any state or federal program that the Secretary of the Federal Department of Housing and Urban Development designed and operated to assist elderly persons (as defined in the state or federal program); or

(B) Intended for; and solely occupied by persons sixty-two years of age or older; or

(C) Intended and operated for occupancy by at least one person fifty-five years of age or older per unit if the following requirements are met: (A) the existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing opportunities for older persons; and (B) that at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and (C) the publication of, and adherence to policies and procedure which demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older.

(5) Nothing in this section applies to the following:

(A) The sale or rental of a single-family house sold or rented by an owner if: (i) The owner does not own more than three single-family houses at any one time; or own any interest in, nor is there owned or reserved on the owner’s behalf, under any express or voluntary agreement, title to, or any right to any part of the proceeds from the sale or rental of more than three single-family houses at any one time; and (ii) The house was sold or rented without the use of the sales or rental facilities or services of a real estate broker, agent or salesperson licensed under state law.

(B) The sale or rental of rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner maintains and occupies one of the living quarters as the owner’s residence.

520-12 Hate crime statistics.

The Bloomington/Monroe County Human Rights Commission may collect data and issue reports on the incidence of hate crimes in its jurisdiction. Hate crimes include verbal or physical abuse directed at individuals or groups because of their religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran.

520-13 Complaints of housing status discrimination.

In complaints of discrimination on the basis of housing status discrimination, the commission’s authority shall typically be limited to voluntary investigations and voluntary mediation.

SECTION 3. If any section, sentence or provision of this ordinance, or application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4. This ordinance shall be in effect, after its passage, any required publication, and, as necessary, other promulgation in accordance with the law.

Approved this 3rd day of May, 2023, by the Board of Commissioners of Monroe County.

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

05/03/23

Formal



Work session



Department

Legal



Title to appear on Agenda:

Ordinance 2023-14 An Ordinance approving an Interlocal cooperation agreement with the City of Bloomington regarding Human Rights

Vendor #

Executive Summary:

This Ordinance along with Ordinance 2023-13 provides for a unified Human Rights Commission. The major change is combining the Human Rights Commissions of the two entities which leads to greater consistency and opportunity for out reach.

Fund Name(s):

General

Fund Number(s):

1000

Amount(s)

35,000 for the initial year

Presenter:

Jeff Cockerill

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:

Cockerill, Jeff

ORDINANCE 2023-14

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana, regarding Human Rights Commission.

WHEREAS, the City of Bloomington, Indiana ("City") and the Monroe County, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which authorizes the unification of Human Rights Commission and related services; and

WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A; and

WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana that the Agreement, attached as Exhibit A is hereby approved.

Approved this 3rd day of May, 2023, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

"NAYS"

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

**HUMAN RIGHTS COMMISSION INTERLOCAL AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY**

WHEREAS, the City of Bloomington (“City”) and Monroe County (“County”) (collectively “Entities” and singly, “Entity”) have Human Rights Ordinances that establish Human Rights Commissions; and,

WHEREAS, the provisions found in each Entity’s Human Rights Ordinance, except jurisdiction, are virtually identical; and,

WHEREAS, the duties of each Entity’s Human Rights Commission include public education and dispute resolution of Human Rights complaints for specified geographic locations, which do not overlap; and,

WHEREAS, staff of both the Entities routinely field calls for public education and potential complaints that have to be redirected to the other Entity; and,

WHEREAS, the Entities believe that a single point of contact for both public education and dispute resolution provides a more effective and efficient service to the community;

WHEREAS, the Entities are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government; and

WHEREAS, the Entities agree that creating a combined City-County Human Rights Commission (“Commission”) to conduct public education and resolve complaints will be an efficient and effective way to provide excellent service on human rights matters to citizens of both Entities; and

WHEREAS, the Entities have amended their respective codes to create and empower the Commission;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The initial term of this Interlocal Cooperation Agreement shall be for three (3) years, commencing January 1, 2023, and ending on December 31, 2025. The Agreement may be renewed for additional terms of up to five (5) years, with any necessary modifications to terms, by mutual agreement by the Entities and approval from the relevant City and County authorities.
2. Either party may terminate the Agreement with twelve (12) months’ notice to the other party.
3. The City agrees to do the following in support of the Commission:

- a. Enforce the Monroe County Human Rights Commission Ordinance in the Unincorporated areas of Monroe County, including:
 - i. Conduct investigations of discrimination complaints arising in those areas; and
 - ii. Provide support to Human Rights Commission members regarding findings required and appropriate dispensation of discrimination complaints.
- b. Provide staffing for the Commission meetings;
- c. Promote awareness and understanding of problems with illegal discrimination and conduct programs to educate the community on Human Rights issues; and,
- d. Provide an annual report to the County Commissioners in February of each year, beginning in 2024, documenting the efforts made under the Human Rights Ordinances and this agreement.

4. Except as provided in Section 5, the County agrees to pay the City annually the following amounts to help fund the operations of the Commission:

- a. Half the portion of the City salary plus benefits of the Human Rights Director for the given contract year (i.e. including any raises or cost of living increases from the prior year), attributable to human rights functions. For the initial 3-year term of this Agreement, that portion is 70%. Therefore, the County will to pay 35% of the City's cost of this position.
- b. Half the portion of the City salary plus benefits of a human rights support staff member (however titled) for the given contract year (i.e. including any raises or cost of living increases from the prior year), attributable to human rights functions. For 2023, that portion is 65%. For 2024-25, that portion shall be 60%. Therefore, the County will pay 30% of the City's cost for this position.
- c. The City agrees to notify the County by September 1 of the actual employee cost for these positions for the next calendar year. If no notice is given the cost shall remain price the parties agree that the County's portion shall be equal to that calendar year's cost.

- 5. The County's total contribution for calendar year 2023 shall be Thirty-Five Thousand Dollars (\$35,000).
- 6. The payments specified in Section 4 are contingent on annual appropriation of the funds by the Monroe County Council.
- 7. Payments shall be made semi-annually to the Controller of the City of Bloomington, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404.

8. The City and the County departments affected by the terms of this Agreement will continue to communicate and cooperate to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.

THE PARTIES, intending to be bound, have executed this HUMAN RIGHTS COMMISSION INTERLOCAL AGREEMENT on this _____ day of _____, 2023.

CITY OF BLOOMINGTON

MONROE COUNTY COMMISSIONERS

JOHN HAMILTON, MAYOR

PENNY GITHENS, PRESIDENT

DATE: _____

DATE: _____

LEE JONES, COMMISSIONER

DATE: _____

JULIE THOMAS, VICE PRESIDENT

DATE: _____

ATTEST:

ATTEST:

NICOLE BOLDEN, CLERK

CATHERINE SMITH, COUNTY AUDITOR

DATE: _____

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 agreement provides for the permanent responsibility of Monroe County Youth Services Bureau of the Brown County Safe place implementation program.

This agreement provides for an additional \$500 in funding to YSB for the Safe Place program. There are no outside costs related to this project.

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:

2023-2024 Safe Place Contract Addendum

Indiana Youth Services Association and Youth Services Bureau of Monroe County.

Purpose: To move the license agreement and program implementation for Safe Place in Brown County from the Indiana Youth Services Association (IYSA's) temporary responsibility to the Youth Services Bureau of Monroe County's permanent responsibility for Safe Place in Brown County beginning May 1, 2023.

Agency Requirements:

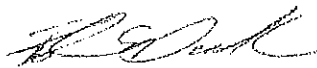
YSB of Monroe County will agree to the following:

1. Provide outreach education, crisis intervention and response, site maintenance (and recruitment if needed) and all Safe Place state and national reporting for Brown County.
2. Work with current Brown County site partners to create a back-up transportation and emergency shelter plan for Brown County youth.
3. Follow all of the NSP and Indiana Safe Place licensing and funding requirement.
4. Provide monthly invoices for Brown County Safe Place activity from May 1, 2023 – June 30, 2023.

Indiana Youth Services Association Requirements:

1. Reimburse YSB of Monroe County for Safe Place material costs and mileage for Brown County Safe Place activity up to \$500.00 as invoiced from May 1, 2023 – June 30, 2023.
2. Add \$500.00 to the FY24 Safe Place fund award for YSB Monroe County to be automatically reimbursed contingent upon Safe Place monthly activity.
3. Coordinate the Safe Place work and activities currently being done by IYSA's contractual Safe Place Coordinator with the YSB Monroe County SP Coordinator.
4. Attend initial Brown County introduction meetings and back-up planning sessions alongside the YSB Monroe County SP Coordinator.

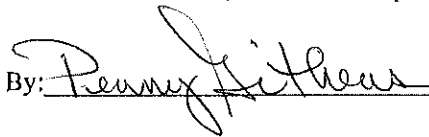
This addendum goes into effect May 1, 2023 or upon the date indicated in the signature lines below if after May 1, 2023. Reimbursement to the agency will occur upon completion of the (applicable) requirements listed above.



Robin E. Donaldson, IYSA Chief Operations Officer

April 5, 2023

Date

By: 

Printed Name: Penny Githens

Title: President, Monroe County Board of Commissioners

Date: 04-26-2023



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 05/03/23

Formal ☒

Work session ☐

Department Highway

Title to appear on Agenda: Agreement between the Monroe County Board of Commissioners and Butler, Fairman & Seufert, Inc. for Construction Inspection Services

Vendor # 004242

Executive Summary:

RFP's were advertised for the Construction Inspection Services for the Karst Trail Greenway Connector Trail project. All firms were scored and the review packet was sent to INDOT for review and approval. Butler, Fairman & Seufert, Inc. was the highest ranking firm and selected as the firm for the construction inspection services.

Fund Name(s):

2021 GO Bond

Fund Number(s):

4814

Amount(s)

\$247,000.00

Presenter: Lisa Ridge

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: Baker, Lee

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

Pass Through Entity:

Des #1900405

Request completed by:

Lisa Ridge

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of , 2023 ("Effective Date") by and between MONROE COUNTY, INDIANA, BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900405

Project Description: Karst Farm Greenway Connector Trail

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$247,000.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal 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 contracts, 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.

- ii. 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 Federal 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.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge
Highway Director
5900 W. Foster Curry Dr.
Bloomington, IN 47403

Notices to the CONSULTANT shall be sent to:

Garv L. Pohl, PE, Executive Vice President
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
41. **LPA Local Requirements** The CONSULTANT shall comply with the LPA's local requirements set out in Appendix "E".


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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**



Signature and Date
Gary Pohl, Executive Vice President


**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS**

Signature and Date
Penny Githens, President

Signature and Date
Julie Thomas, Vice President

Signature and Date
Lee Jones, Member

Attest:



Signature and Date
Jeremy Books, Vice President

Attest:

Signature and Date
Catherine Smith, County Auditor

APPENDIX "A"

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

- a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Frequency of Sampling and Testing Manual and in accordance with current accepted practices.
- c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
- d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations,

- and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.
19. Utility Relocation Inspection
 - a. The CONSULTANT shall conduct on-site inspections for the Local Public Agency of the utility work in progress as a basis for determining that the utility work is proceeding in accordance with the Utility Plans.

- b. CONSULTANT will verify proper backfill methods and materials are used where proposed and future road surfaces and berms are planned
- c. CONSULTANT will be observant for any substantial change in the Utility's methods and materials from those approved, such as the use of sheeting, special backfill, etc
- d. CONSULTANT will make spot checks to verify that trench depths are compatible with highway surface plans, that the vertical clearance of overhead utility installations are sufficient to ensure minimum clearance above highway structures, and that horizontal alignment is compatible with construction limits, access lines, etc.
- e. CONSULTANT shall maintain utility relocation work records in sufficient detail to identify conformance with the relocation plans and schedule.
- f. For reimbursable work performed entirely by the Utility, the records should include the number and class of employee, major equipment on site, principal materials used, and materials removed from the site. Pertinent data such as weather conditions, ground conditions, breakdown of equipment, delays due to conflicts with other Utility forces or Contractor's operations, should be noted.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

APPENDIX "C"

Schedule

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$247,000.00** unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2023</u>	<u>2024</u>	<u>2025</u>
Coordinating Engineer			
Regular rate	\$222.18	\$231.07	\$233.31
Overtime rate	\$257.00	\$267.28	\$277.97
Project Engineer II			
Regular rate	\$189.41	\$196.99	\$204.87
Overtime rate	\$219.10	\$227.86	\$236.97
Project Engineer			
Regular rate	\$174.99	\$181.99	\$189.27
Overtime rate	\$202.42	\$210.51	\$218.93
Project Supervisor II			
Regular rate	\$143.95	\$149.71	\$155.70
Overtime rate	\$166.51	\$173.17	\$180.10
Project Supervisor I			
Regular rate	\$120.66	\$125.49	\$130.51
Overtime rate	\$139.57	\$145.15	\$150.96
Inspector			
Regular rate	\$101.01	\$105.05	\$109.25
Overtime rate	\$116.84	\$121.51	\$126.37

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice

shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked, on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

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EXHIBIT D-1

**KARST FARM GREENWAY CONNECTOR TRAIL
DES. NO. 1900405
MONROE COUNTY, INDIANA**

CONSTRUCTION INSPECTION FEE BREAKDOWN

1 Basic Assumptions

Assume approximate contract construction period equals 8 months or 35 calendar weeks

During the construction period, the Project Supervisor is assumed to be on the project full time or 44 hours per week. The Coordinating Engineer is assumed to be involved 3 hours per week. Travel is assumed as approximately 50 miles per day for the Project Supervisor, plus 8 additional round trips from the Indianapolis office each month at 120 miles for the Coordinating Engineer.

Final construction record preparation is assumed to involve the Coordinating Engineer 8 hours, and the Project Supervisor, 5 days at 8 hours. Travel is assumed as 5 trips at 50 miles per trip.

Final changes as a result of State review are assumed to involve the Project Supervisor 2 days at 4 hours, and the Coordinating Engineer, one day at 4 hours. Travel is assumed as one trip at 50 miles.

2 Itemized Breakdowns

A. Construction Period

Coordinating Engineer (2024)	35 weeks	x	3.0 hours/week	x	\$231.31 /hour	= \$	24,287.55
Project Supervisor I (2024)	35 weeks	x	40 hours/week	x	\$125.49 /hour	= \$	175,686.00
Project Supervisor I OT (2024)	35 weeks	x	4 hours/week	x	\$145.15 /hour	= \$	20,321.00
TOTAL						= \$	220,294.55

$$\text{Travel} = (8 \times 120) + (35 \times 5 \times 50) = 9,710 \text{ miles}$$

B. Final Preparation

Coordinating Engineer (2025)	1 day	x	8 hours	x	\$233.31 /hour	= \$	1,866.48
Project Supervisor I (2025)	5 days	x	8 hours/day	x	\$130.51 /hour	= \$	5,220.40
TOTAL						= \$	7,086.88

$$\text{Travel} = (5 \times 1 \times 50) = 250 \text{ miles}$$

C. Final Revisions

Coordinating Engineer (2025)	1 day	x	4 hours	x	\$233.31 /hour	= \$	933.24
Project Supervisor I (2025)	2 day	x	4 hours/day	x	\$130.51 /hour	= \$	<u>1,044.08</u>
TOTAL						= \$	<u>1,977.32</u>

Travel = (1 x 1 x 50) = 50 miles

D. Total Base Payroll Costs A + B + C = \$ 229,358.75

Travel = 10,010 miles @ \$0.49 = \$ 4,904.90

TOTAL = \$ 234,263.65

Plus DBE- Etica Group = \$ 12,350.00

TOTAL ESTIMATED COST = \$ 246,613.65

USE = \$ 247,000.00

3 The construction cost of this project is estimated at approximately \$ 1,977,557.97

Posting Date: February 20, 2023

Request for Proposals Notification

Title: Monroe County, Liberty Drive extension to Karst Trail, (Des # 1900405) in the Seymour District.

Response Due Date & Time: March 24, 2023 at 12:00 pm

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

Contact for Questions: Lisa Ridge, Highway Director
5900 W. Foster Curry Drive
Bloomington, Indiana 47403
812-349-2555
ljridge@co.monroe.in.us

Submittal Requirements:

1. ☐ Letter of Interest – Click [here](#) to enter # of Copies. Copies (required content and instructions follow) sent through the U.S. Mail;

OR

- ☐ Letter of Interest – submitted electronically (pdf) to **Lisa Ridge** at email address ljridge@co.monroe.in.us.

AND

2. ☐ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent through the U.S. Mail;

OR

- ☐ One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0% sent electronically (pdf) to **Lisa Ridge** at email address ljridge@co.monroe.in.us.

Submit To: Lisa Ridge, Highway Director
5900 W. Foster Curry Drive
Bloomington, Indiana 47403
812-349-2555
ljridge@co.monroe.in.us

Selection Procedures:

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

- ☒ The weighted score totals with the highest score being the top ranked firm
- ☐ Rank totals with the lowest rank total being the top ranked firm

Requirements for Letters of Interest (LOI)

- A. General instructions for preparing and submitting a Letter of Interest (LOI).
 - 1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
 - 2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.
 - 3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.
- B. Letter of Interest Content
 - 1. Identification, Qualifications and Key Staff
 - a. Provide the firm name, address of the responsible office from which the work will be performed, and the name and email address of the contact person authorized to negotiate for the associated work.
 - b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<https://www.in.gov/indot/doing-business-with-indot/consultants/consultants-prequalification/>).
 - c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.

- d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.

2. Project Approach

- a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

INDOT DBE Reciprocity Agreement with KYTC

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR 26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

Information about the Indiana DBE Program is available at:
<https://www.in.gov/indot/about-indot/equity-initiative-services/>.

Information about the KYTC DBE Program is available at:
<https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx>.

Work item details:

Local Public Agency: Monroe County

Project Location: Liberty Drive extension to Karst Trail

Project Description: Extension of trail to the existing Karst Trail off Gifford Road

INDOT Des #: 1900405

Phases Included: CE

Estimated Construction Amount: \$1,900,000.00

Funding: Federal funding included

Term of Contract: Until Project Completion

DBE goal: 5%

Required Prequalification Categories:

- | | |
|--|---|
| <input type="checkbox"/> 5.2 Environmental Document Preparation - CE | <input type="checkbox"/> 12.1 Project Management for Acquisition Services |
| <input type="checkbox"/> 6.1 Topographical Survey Data Collection | <input type="checkbox"/> 12.2 Title Search |
| <input type="checkbox"/> 8.1 Non-Complex Roadway Design | <input type="checkbox"/> 12.4 Appraisal |
| <input type="checkbox"/> 9.1 Level 1 Bridge Design | <input type="checkbox"/> 12.5 Appraisal Review |
| <input type="checkbox"/> 11.1 Right of Way Plan Development | <input checked="" type="checkbox"/> 13.1 Construction Inspection |
| <input type="checkbox"/> Additional Categories Listed Below: | |
| Click here to enter Additional Categories | |

LPA Consultant Selection Rating Sheet

Sample:

RFP Selection Rating for:		Des. No.			
(City, County, Town) or (Local Public Agency)					
Services Description:					
Consultant Name:					
Evaluation Criteria to be Rated by Scorers					
Category	Scoring Criteria	Scale	Score	Weight	Weighted
Past Performance	Performance evaluation score averages from historical performance data.				
	Quality score for similar work from performance database.			6	
	Schedule score from performance database.			3	
	Responsiveness score from performance database.			1	
Capacity of Team to do Work	Evaluation of the team's personnel and equipment to perform the project on time.				
	Availability of more than adequate capacity that results in added value.	1		20	
	Adequate capacity to meet the schedule.	0			
	Insufficient available capacity to meet the schedule.	-1			
Team's Demonstrated Qualifications	Technical Expertise: Unique Resources that yield a relevant added value or efficiency.				
	Demonstrated outstanding expertise and resources identified.	2		15	
	Demonstrated high level of expertise and resources identified.	1			
	Expertise and resources at appropriate level.	0			
	Insufficient expertise and/or resources.	-3			
Project Manager	Predicted ability to manage the project, based on: experience in size, complexity.				
	Demonstrated outstanding experience in similar type and complexity.	2		20	
	Demonstrated high level of experience in similar type and complexity.	1			
	Experience in similar type and complexity shown in resume.	0			
	Experience in different type or lower complexity.	-1			
	Insufficient experience.	-3			
Approach to Project	Project Understanding and Innovation that provides cost and/or time savings.				
	High level of understanding and viable innovative ideas proposed.	2		15	
	High level of understanding of the project.	1			
	Basic understanding of the project.	0			
	Lack of project understanding.	-3			
Weighted Sub-Total:					
<p>It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.</p>					
<p>I certify that I do not have any conflicts of interest associated with this consultant.</p>					
<p>I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities.</p>					
Signature:		Print Name:			
Title:		Date:			
(Form Rev. 1/27/2023)					

Des. #: Click here to enter text.

Affirmative Action Certification (AAC) for Disadvantaged Business Enterprises (DBE)

I hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana's DBE Program and the Kentucky Transportation Cabinet (KYTC) DBE Program to participate as part of this proposal. An Agreement between INDOT and KYTC established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR §26.81(e) and (f).

I acknowledge that this certification is to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE websites to confirm that the firms listed below are currently certified DBEs:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

I certify that I have contacted the certified DBE's listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated. I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT's Economic Opportunity Division.

I. DBE Subconsultants to be applied toward DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

II. DBE Subconsultants to be utilized beyond the advertised DBE goal for the RFP item:

Certified DBE Name	Service Planned	Estimated Percentage to be Paid*
		%
		%
		%
		%

Estimated Total Percentage Credited toward DBE Goal: _____

Estimated Percentage of Voluntary DBE Work Anticipated over DBE Goal: _____

Company Name: _____

Signature: _____ Date: _____

* It is understood that these individual firm percentages are estimates only and that percentages paid may be greater or less as a result of negotiation of contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.

KARST FARM GREENWAY CONNECTOR TRAIL QUANTITY SUMMARY & COST ESTIMATE

Des. 1900405

Des: JKN

Date: 1/26/23

Chk: DAV

Date: 2/2/23

No.	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$ 44,855.61	\$ 44,855.61
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 89,711.22	\$ 89,711.22
3	201-52370	CLEARING RIGHT OF WAY	1	LS	\$ 44,855.61	\$ 44,855.61
4	202-02240	PAVEMENT REMOVAL	144	SYS	\$ 25.00	\$ 3,611.11
5	203-02000	EXCAVATION, COMMON	2572	CYS	\$ 50.00	\$ 128,609.00
6	203-02000	EXCAVATION, COMMON, FOR UNDERCUT	798	CYS	\$ 50.00	\$ 39,909.82
7	205-12108	STORMWATER MANAGEMENT BUDGET	20847	DOL	\$ 1.00	\$ 20,847.06
8	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$ 20,847.06	\$ 20,847.06
9	205-12618	SWQCP PREPARATION	1	LS	\$ 12,000.00	\$ 12,000.00
10	207-08264	SUBGRADE TREATMENT, TYPE II	816	SYS	\$ 30.00	\$ 24,489.00
11	207-08266	SUBGRADE TREATMENT, TYPE III	8598	SYS	\$ 6.00	\$ 51,585.68
12	211-02050	B BORROW, FOR UNDERCUT	798	CYS	\$ 50.00	\$ 39,909.82
13	301-12234	COMPACTED AGGREGATE NO. 53	1230	CYS	\$ 55.00	\$ 67,646.50
14	302-07455	DENSE GRADED SUBBASE	370	CYS	\$ 80.00	\$ 29,572.00
15	304-12623	HMA PATCHING FULL DEPTH, TYPE B	7	TON	\$ 300.00	\$ 2,089.64
16	306-08034	MILLING, ASPHALT, 1 1/2 IN.	1331	SYS	\$ 5.00	\$ 6,655.44
17	401-07322	QC/QA-HMA, 3, 64, SURFACE, 9.5 mm	110	TON	\$ 100.00	\$ 11,048.04
18	406-05520	ASPHALT FOR TACK COAT	2.9	TON	\$ 500.00	\$ 1,457.37
19	502-06627	PCCP, 6 IN.	43	SYS	\$ 150.00	\$ 6,441.67
20	604-05528	HMA FOR SIDEWALK	1588	TON	\$ 130.00	\$ 206,446.61
21	604-06070	SIDEWALK, CONCRETE	288	SYS	\$ 70.00	\$ 20,168.56
22	604-08086	CURB RAMP, CONCRETE	519	SYS	\$ 275.00	\$ 142,746.39
23	604-12083	DETECTABLE WARNING SURFACES	97	SYS	\$ 325.00	\$ 31,398.61
24	605-06120	CURB, CONCRETE, 6 IN.	1258	LFT	\$ 40.00	\$ 50,315.20
25	605-06120	CURB, CONCRETE, 8 IN.	25	LFT	\$ 50.00	\$ 1,243.00
26	605-06140	CURB AND GUTTER, CONCRETE	607	LFT	\$ 40.00	\$ 24,260.00
27	605-97937	CURB AND GUTTER, ROLL CURB	97	LFT	\$ 50.00	\$ 4,835.00
28	610-09108	PCCP FOR APPROACHES, 9 IN.	739	SYS	\$ 200.00	\$ 147,860.00
29	616-06405	RIPRAP, REVETMENT	3	TON	\$ 70.00	\$ 210.00
30	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	4	SYS	\$ 10.00	\$ 40.00
31	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$ 100.00	\$ 200.00
32	621-06545	FERTILIZER	1.2	TON	\$ 800.00	\$ 951.95
33	621-06553	SEED MIXTURE, R	595	LBS	\$ 8.00	\$ 4,759.74
34	621-06565	MULCHING MATERIAL, FOR PERMANENT SEEDING	5.9	TON	\$ 450.00	\$ 2,677.36
35	628-09403	FIELD OFFICE, C	10	MOS	\$ 3,000.00	\$ 30,000.00
36	628-11976	COMPUTER SYSTEM EQUIPMENT	1	EACH	\$ 800.00	\$ 800.00
37	628-11977	COMPUTER SYSTEM	1	EACH	\$ 1,500.00	\$ 1,500.00
38	712-09730	BOARDWALK	140	LFT	\$ 1,600.00	\$ 224,000.00
39	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	21	LFT	\$ 60.00	\$ 1,260.00
40	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	13	LFT	\$ 70.00	\$ 910.00
41	715-05156	PIPE, TYPE 2, CIRCULAR, 30 IN.	52	LFT	\$ 120.00	\$ 6,240.00
42	715-46030	PIPE END SECTION, DIAMETER 30 IN.	1	EACH	\$ 2,000.00	\$ 2,000.00
43	720-12797	CASTING, INLET, ADJUST TO GRADE	1	EACH	\$ 1,000.00	\$ 1,000.00
44	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	6	EACH	\$ 1,000.00	\$ 6,000.00
45	720-45030	INLET, E7	2	EACH	\$ 2,500.00	\$ 5,000.00
46	801-06640	CONSTRUCTION SIGN, A	15	EACH	\$ 200.00	\$ 3,000.00
47	801-06645	CONSTRUCTION SIGN, B	22	EACH	\$ 80.00	\$ 1,760.00
48	801-06775	MAINTAINING TRAFFIC	1	LS	\$ 30,000.00	\$ 30,000.00
49	802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	200	LFT	\$ 25.00	\$ 5,000.00
50	802-07060	SIGN, SHEET, RELOCATE	2	EACH	\$ 120.00	\$ 240.00
51	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	196	SFT	\$ 30.00	\$ 5,889.90
52	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4	EACH	\$ 2,800.00	\$ 11,200.00
53	805-01842	HANDHOLE, SIGNAL, TYPE 1	7	EACH	\$ 2,100.00	\$ 14,700.00
54	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	13	EACH	\$ 1,000.00	\$ 13,000.00
55	805-02445	CONTROLLER AND CABINET, P1	2	EACH	\$ 18,000.00	\$ 36,000.00
56	805-02645	SIGNAL POLE FOUNDATION, 24 IN. X 24 IN. X 36 IN.	3	EACH	\$ 1,000.00	\$ 3,000.00
57	805-03978	EMERGENCY VEHICLE PREEMPTION DETECTOR, SINGLE CHANNEL, ONE DIRECTION	7	EACH	\$ 2,000.00	\$ 14,000.00
58	805-03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	7	EACH	\$ 400.00	\$ 2,800.00
59	805-05405	SIGNAL POLE, PEDESTAL, 4 FT	1	EACH	\$ 800.00	\$ 800.00
60	805-11377	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 35 FT	1	EACH	\$ 30,000.00	\$ 30,000.00
61	805-11385	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, E	1	EACH	\$ 13,000.00	\$ 13,000.00
62	805-11386	SIGNAL CANTILEVER STRUCTURE, DRILLED SHAFT FOUNDATION, F	1	EACH	\$ 16,000.00	\$ 16,000.00
63	805-11438	SIGNAL CANTILEVER STRUCTURE, COMBINATION ARM 40 FT	1	EACH	\$ 32,000.00	\$ 32,000.00

64	805-11814	CONDUIT, HDPE, 2 IN. SCHEDULE 40	343	LFT	\$ 32.00	\$ 10,976.00
65	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	483	LFT	\$ 40.00	
66	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	14	EACH	\$ 1,050.00	\$ 14,700.00
67	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	2	EACH	\$ 1,200.00	\$ 2,400.00
68	805-78370	PEDESTRIAN PUSH BUTTON, NON-APS	15	EACH	\$ 800.00	\$ 12,000.00
69	805-78415	SPAN, CATENARY, AND TETHER	4	EACH	\$ 4,000.00	\$ 16,000.00
70	805-78420	DISCONNECT HANGER	6	EACH	\$ 750.00	\$ 4,500.00
71	805-78445	SIGNAL SERVICE	2	EACH	\$ 1,500.00	\$ 3,000.00
72	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GAUGE	46	LFT	\$ 8.50	\$ 391.00
73	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GAUGE	4100	LFT	\$ 0.85	\$ 3,485.00
74	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GAUGE	1503	LFT	\$ 2.00	\$ 3,006.00
75	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GAUGE	1588	LFT	\$ 3.00	\$ 4,764.00
76	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GAUGE	640	LFT	\$ 5.00	\$ 3,200.00
77	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GAUGE	311	LFT	\$ 6.00	\$ 1,866.00
78	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GAUGE	926	LFT	\$ 3.50	\$ 3,241.00
79	805-78785	SIGNAL DETECTOR HOUSING	9	EACH	\$ 1,500.00	\$ 13,500.00
80	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	1700	LFT	\$ 6.00	\$ 10,200.00
81	805-78925	CONTROLLER CABINET FOUNDATION, P1	2	EACH	\$ 3,000.00	\$ 6,000.00
82	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	2	EACH	\$ 8,000.00	\$ 16,000.00
83	805-81060	SIGNAL POLE, STEEL STRAIN, 36 FT	2	EACH	\$ 9,000.00	\$ 18,000.00
84	805-90005	SIGNAL POLE, PEDESTAL, 10 FT	2	EACH	\$ 1,200.00	\$ 2,400.00
85	807-12202	LUMINAIRE, LOW LUMEN ROADWAY, TYPE III DISTRIBUTION, WITH 10 FT MAST ARM	2	EACH	\$ 3,500.00	\$ 7,000.00
86	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	1318	LFT	\$ 10.00	\$ 13,180.00
87	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	100	LFT	\$ 3.00	\$ 300.00
88	808-10051	TRANSVERSE MARKING, MULTI-COMPONENT, STOP LINE, WHITE, 24 IN.	102	LFT	\$ 15.00	\$ 1,530.00
89	808-10099	TRANSVERSE MARKING, MULTI-COMPONENT, CROSSWALK LINE, WHITE, 24 IN.	440	LFT	\$ 10.00	\$ 4,400.00
90	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	600	LFT	\$ 3.00	\$ 1,800.00
91	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	271	LFT	\$ 15.00	\$ 4,065.00
92	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	2	EACH	\$ 150.00	\$ 300.00

TOTAL	\$ 1,977,557.97
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INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: Monroe County Indiana

Des. No.: 1900405

Project Description: Karst Farm Greenway Connector Trail

Consultant Name: Butler, Fairman and Seufert, Inc.

1. Review the contract document:

- a. ☒ Verify that the draft contract is consistent with the latest INDOT boilerplate.
 - b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
 - c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
 - d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
 - e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.
- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
 - b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
 - c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
 - d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf
4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
- a. ☒ Itemization of task elements with estimated hours by employee classification.
 - b. ☒ Cost calculations show the overhead rate and profit rate has been applied.
6. Analyze the Consultant Fee Proposal.
- a. ☒ Confirm the task elements are relevant to the scope of work.
 - b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
 - c. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
 - d. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.
7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
- a. ☐ Not Applicable
 - b. ☒ Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____

Escalated Billing Rate Calculation (Short Version)
BUTLER, FAIRMAN AND SEUFERT, INC.
REGULAR AND OVERTIME BILLING RATES
4/1/23 LPA Inspection

Replace the data in the yellow cells with the appropriate data for the firm and the project, using the actual labor classifications and current paid labor rates, and the proposed average (across the board) annual percentage of increase.

100.00%	Direct Labor	
176.99%	Overhead Rate	
276.99%	Labor & Overhead	
15.00%	Profit	41.55%
318.54%		
0.50%	Cost of Money	
319.04%		
\$233.31	MAXIMUM	

Fill In yellow cells

Butler, Fairman and Seufert, Inc.

Audited Wage Rates		Billing Rate	Escalated Billing Rates		
2023	2023	2024	2025	2026	
→→→→	→→→→	4.00%	4.00%	4.00%	

Classification

NOTE

[illegible]



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Mike Smith, Commissioner

March 24, 2023

Mr. Bradley Watson, Executive Vice President
Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Dear Mr. Watson:

We have performed a cognizant review of the audit and supporting workpapers of the Indirect Cost Rate of Butler, Fairman & Seufert, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended September 30, 2022, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit and supporting workpapers for the Indirect Cost Rate and the related Audit Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Corporate: 176.99%
Cost of Money (FCCM): 0.50%

Sincerely,

Penny Royer-Pitcock

Penny Royer-Pitcock

External Auditor

www.in.gov/dot/
**An Equal Opportunity
Employer**





INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

April 05, 2022

Prequalification Section
(317) 232-5094

John Brand
Butler, Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear John Brand:

The Consultant Prequalification Financial Update Application submitted on 3/14/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 04/05/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 03/30/2023. Your General/Technical approval will expire on 09/30/2023.

Your Firm's annual contracting capacity for the CPA Audit Level is \$33,266,360.00 for the fiscal period that ended on 9/30/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

www.in.gov/dot/

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 04/05/2022

Butler, Fairman and Seufert, Inc.

Valid Work Groups

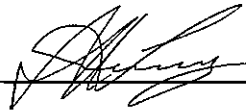
Effective: 04/05/2022

Expires on: 09/30/2023

Work Type Code	Work Type Description	Qualifying Person(s)
2.2	Traffic Forecasting	Williard, Troy D
3.1	Non-Complex Traffic Capacity and Operations Analysis	Williard, Troy D
3.2	Complex Traffic Capacity and Operations Analysis	Williard, Troy D
4.1	Traffic Safety Analysis	Williard, Troy D
5.1	Environmental Document Preparation - EA/EIS	Bennett, Neal E
5.2	Environmental Document Preparation - CE	Bennett, Neal E
5.3	Environmental Document Preparation - Section 4(f)	Bennett, Neal E
5.4	Ecological Surveys	Bennett, Neal E
5.5	Wetland Mitigation	Bennett, Neal E
5.6	Waterway Permits	Bennett, Neal E
5.10	Historical/Architectural Investigations	Biggio, Elizabet
5.13	ESA Screening and Phase I ESA	Bennett, Neal E
6.1	Topographic Survey Data Collection	Gosewehr, Eugene K Neal, Mark W
8.1	Non-Complex Roadway Design	Wheatley, Christopher W

Work Type Code	Work Type Description	Qualifying Person(s)
8.2	Complex Roadway Design	Wheatley, Christopher W Isaacs, Daniel
8.3	Roundabout Design	Langille, Andrea M
9.1	Level 1 Bridge Design	Matel, Michael Wright, Bryan W
9.2	Level 2 Bridge Design	Matel, Michael Wright, Bryan W
10.1	Traffic Signal Design	Williard, Troy D
10.2	Traffic Signal System Design	Williard, Troy D
10.3	Complex Roadway Sign Design	Isaacs, Daniel J
10.4	Lighting Design	Williard, Troy D
11.1	Right of Way Plan Development	Friend, Brent A Nick, Randall A
12.1	Project Management for Acquisition Services	Francis, Ronald L
12.2	Title Research	Friend, Brent A
12.3	Value Analysis	Alexander, Craig E
12.4	Appraisal	Alexander, Craig E
12.5	Appraisal Review	Alexander, Craig E
12.6	Negotiation	Francis, Ronald L
12.7	Closing	Francis, Ronald L
13.1	Construction Inspection	Biesecker, Michael W Books, Jeremy L
14.1	Regular Bridge Inspection	Olson, Jonathan D
14.2	Complex Bridge Inspection	Olson, Jonathan D

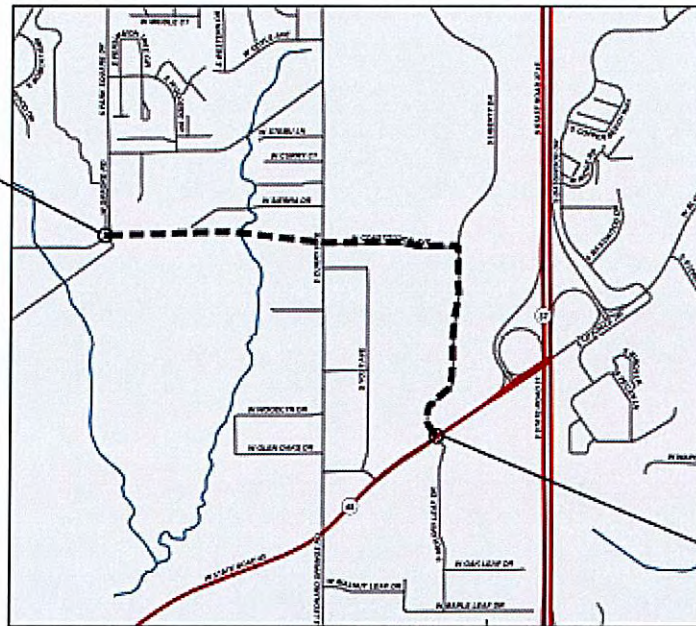
Work Type Code	Work Type Description	Qualifying Person(s)
14.4	Small Structure and Miscellaneous Structure Inspections	O'Brien, Chris Olson, Jonathan D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Olson, Jonathan D
16.1	Utility Coordination	Hintz, Kevin A
17.1	Drainage Design for Driveway Permits	Langille, Andrea M
17.2	Small Structure and Pipe Hydraulic Design	Langille, Andrea M
17.3	Storm Sewer and Detention Design	Langille, Andrea M
17.4	Bridge Hydraulic Design	O'Brien, Chris Wright, Bryan W


 John A. Leming
 Prequalification Research Analyst

cc: Prequalification File

An Equal Opportunity Employer

BEGIN PROJECT
Sta. 10+37.70 "PR-A"



SCALE: NONE

END PROJECT
P.O.T. Sta. 82+71.44

VICINITY MAP
MONROE COUNTY

Project Description
Karst Farm Greenway Connector Trail



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

Monroe County was awarded the projects that were submitted in the January call of the Community Crossings Matching Grant program. The projects are paving projects throughout the county. The following roads were included in the submitted list:

Smithville Road, Gardner Road, Tunnel Road, Rhorer Road, Wampler Road, Burma Road, Delap Road and Kerr Creek Road. This is approximately 17.2 miles.

Bids will be opened on May 4, 2023 for the projects.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="CCMG"/>	<input type="text" value="9106"/>	<input type="text" value="\$1,000,000.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(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

INDOT

Federal Program

CCMG

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity: Des #2300448

Request completed by: Lisa Ridge

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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000072737

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and MONROE COUNTY, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$1,000,000.00 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

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

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

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

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

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

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

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

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

D. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$1,000,000.00**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

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

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

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

A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

10. Debarment and Suspension.

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

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

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a

veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Pamela Rees
Seymour District
185 Agrico Ln.
Seymour, IN 47270
Email: prees1@indot.in.gov

C. Notices to the Grantee shall be sent to:

Monroe County
ATTN: Julie Thomas
100 W. Kirkwood Avenue
Bloomington, IN 47404
Email: jthomas@co.monroe.in.us

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

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

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

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

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

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

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

MONROE COUNTY

By: _____
Title: _____
Date: _____

Indiana Department of Transportation

By: _____
(for) Michael Smith, Commissioner
Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

Approved as to Form and Legality:
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 7, 2022.
FA 22-55*

This instrument was prepared by the undersigned attorney:
Marjorie A Millman, #21748-36

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: 2300448

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Preventive Maintenance

Location:

Route Name	From	To
SMITHVILLE RD	SR 37 South	Fairfax Road
GARDNER RD	Garrison Chapel Road	Greene County Line
TUNNEL RD	SR 45	End of County Maintenance
GORDON PIKE	Bridge #75 east approach	Moore's Creek Road
WAMPLER RD	Liberty Hollow Road	Morgan County Line
BURMA RD	Buskirk Road	Wampler Road
DELAP RD	Union Valley Road	Mt. Tabor Road
KERR CREEK RD	Gettys Creek Road	SR 46
GORDON PIKE	235' West of Nimit Drive	Bridge #75 west approach

Application ID: 12369

A general scope/description of the Project is as follows:

The projects will consist of a 1.5" to 2" overlay with tack coat. All the following items will be addressed prior to paving: full depth patching where needed, ditches cleaned and reshaped, shoulders graded, and drainage structures repaired or replaced as needed. We have included pavement striping and hydroseeding for erosion control measures.

The maximum amount of state funds allocated to the Project is \$1,000,000.00.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

April 10, 2023

Monroe County
Julie Thomas
100 W. Kirkwood Avenue
Bloomington, IN 47404

RE: Community Crossing Matching Grant Fund 2023-1 Award Letter

Dear Julie Thomas:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2023-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
12369	\$1,000,000.00	All
TOTAL	\$1,000,000.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Pamela Rees, (812) 524-3771 or prees1@indot.in.gov.

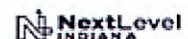
The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Eaton-McKalep".

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The supplemental is to make changes in the existing costs. The needed adjustments that are within the Geotechnical Services, Final Utility Coordination and the preparation of rebidding the project. The increased expenses have been added to the existing Purchase Order with INDOT and will be 80% reimbursed or \$8,000.00.

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

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

SUPPLEMENTAL NO. 9 – LPA - CONSULTING CONTRACT

This Supplemental Contract ("this Supplemental") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the Monroe County Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and IXOYE Trail & Greenways Engineering, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 0902215

Project Description: "Bicentennial Pathway Project, Phase 1"

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA has previously entered into an agreement with the CONSULTANT to provide services toward the Project completion, titled "LPA-Consulting Contract", dated November 19, 2010, attached hereto ("Contract"), which Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide supplemental services toward the Project completion more fully described in Appendix "A-1" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A-1" which is herein attached to and made an integral part of this Supplemental.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B-1" which is herein attached to and made an integral part of this Supplemental.

SECTION III TERM. The term of this Supplemental shall be from the date of the last signature affixed to this Supplemental to the completion of the construction contract which is estimated to be May 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C-1" which is herein attached to and made an integral part of this Supplemental.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Supplemental as set forth in Appendix "D-1" which is herein attached to and made an integral part of this Supplemental. The maximum amount payable under this Supplemental shall not exceed \$ 10,000.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Supplemental only upon receipt of the written notice to proceed from the LPA, and

shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C-1" which is herein attached to and made an integral part of this Supplemental.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

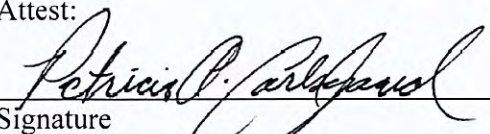
CONSULTANT



Signature

Roy N. Carlsgaard, President

(Print or type name and title)

Attest:


Signature

Patricia A. Carlsgaard, Vice-President

(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A-1"

APPENDIX "A-1" of the CONTRACT is hereby modified as follows:

No changes from Supplemental No. 8

APPENDIX "B-1"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

No changes from Supplemental No. 8

APPENDIX "C-1"

SCHEDULE:

No changes from Supplemental No. 8

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APPENDIX "D-1"

Compensation

APPENDIX "D-1" of the CONTRACT is hereby modified as follows:

On page 15, modify Section A. Amount of Payment, Item 1 to read as follows:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the Supplemental Services performed under this Supplemental Agreement No. 9 as follows: Base Services a total fee not to exceed \$0.00, Additional Services a total fee not to exceed of \$0.00 and Unit Rate Services a total fee not to exceed of \$10,000.00, equaling a total Supplemental No. 9 Fee of \$10,000.00; thence equaling for the total contract Base Services work performed under this Agreement a total fee not to exceed \$248,100.00 (unchanged from Supplemental No. 8); for the Additional Services work performed under this Agreement a total fee not to exceed of \$407,695.00 (unchanged from Supplemental No. 8); for the Unit Rate Services performed under this Agreement a total not to exceed of ~~\$101,375.00~~ \$111,375.00; for the original (previous) scope of work a total fee not to exceed of \$85,337.24 (unchanged from Supplemental No. 8), for a total revised contract amount of ~~\$842,507.24~~ \$852,507.24, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

On page 16, modify specific items of Section A. Amount of Payment, Item 2a, Unit Rate Services (hourly), revise to read as follows:

- | | |
|--|------------------------------------|
| a. Geotechnical Services | \$50,197.24 \$49,142.00 |
| <i>(As summarized in the attached unit rate Cost Estimate. Total fee is approximate because it is based on estimated quantities and INDOT requirements at the time of work.)</i> | |
| b. Final Utility Coordination | \$8,200.00 \$10,255.24 |
| <i>(Hourly @ \$170.00 per hour)</i> | |
| c. Re-bid, Pre-bid & Construction Design Coordination | \$21,000.00 \$30,000.00 |
| <i>(Hourly @ \$170.00 per hour)</i> | |

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