



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, October 11, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

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 JONES

3. DEPARTMENT UPDATES
Health – Lori Kelley

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

5. APPROVAL OF MINUTES
October 4, 2023

4

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – October 4, 2023

7. REPORTS
None

8. NEW BUSINESS

A. METLIFE DENTAL PLANS SERVICES AGREEMENT

15

Fund Name: Self Insurance
Fund Number: 4700
Amount: Varies monthly
Presenter: Elizabeth Sensenstein

In 2024, we are switching dental carriers from Delta to MetLife. This is the approval of the contract with MetLife to provide dental services to Monroe County Government.

B. 2023 SOPHIA TRAVIS GRANT SERVICE AGREEMENT

19

Fund Name: County General
Fund Number: 1000
Amount: \$750
Presenter: Kim Shell

On 8/22/2023, the County Council approved the disbursement of \$160,830 of appropriations to 38 Sophia Travis Grant award recipients. The 2023 agreements were presented to the Board of Commissioners at the last meeting.

This request is for the approval of one request that was not included with the agreements presented to the Board of Commissioners on 10/4/23. Councilor Cheryl Munson, Chairperson for the Sophia Travis Grants Committee is requesting the Board of Commissioners to approve and sign this agreement.

C. UPDATED MASTER SERVICE AGREEMENT FOR IU HEALTH SCHOOL LIAISON SERVICES

21

Fund Name: Crisis CoAg Supplemental Workforce
Fund Number: 8111
Grant Amount: \$65,000
Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an updated Master Service Agreement with IU Health for School Liaison services. Due to a change in leadership with IU Health an updated agreement, with signatures, is needed.

By contracting this service with IU Health Community Health, the School Liaison will be able to work alongside our public health nursing division with establishing and conducting school vaccination clinics, as well as routine health and wellness screenings. The long term vision of the School Liaison is to be able to work in conjunction with our public health nursing division, which this service agreement will provide. School Liaison services are currently granting funding through the Crisis CoAg Supplemental Workforce grant. School liaison support, as outlined in the grant agreement includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, supporting schools in their communicable disease response plans, and providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR).

D. VDA ELEVATOR & ELEVATOR CONSULTING SERVICE AGREEMENT FOR JAIL

30

Fund Name: County General
Fund Number: 1000
Amount: \$2,400
Presenter: Richard Crider

This is a request to approve the proposal submitted by VDA Elevator & Elevator Consulting in the amount \$2,400 to provide an evaluation and written report on the elevator located in the Monroe County Jail to include life cycle, performance levels, mechanical equipment, maintenance audit and code compliancy.

- E. NATURE’S WAY, INC FALL BULB PLANTING PROPOSAL** **40**
Fund Name: County General
Fund Number: 1000
Amount: \$1,650
Presenter: Richard Crider

This request is to approve the proposal from Nature's Way, inc. in the amount of \$1,650 to supply and plant a mixture of 1,100 perennial hyacinth and daffodil bulbs in the fall of 2023 at the Monroe County Courthouse. This work is outside the scope of Nature's Way 2023 contract and will replace planting annuals in the spring 2024.

- F. HNTB CORPORATION HYDRAULIC ANALYSIS SERVICE AGREEMENT** **44**
Fund Name: Stormwater
Fund Number: 1197
Amount: \$19,000
Presenter: Lisa Ridge

This Task Order is for a hydraulic analysis for Bean Blossom Creek at two locations where stream banks have eroded adjacent to County roadways. The feasibility study will result in recommendations for erosion control and stream bank stabilization practices in these locations. This project will also be used as in-kind match for the Bean Blossom Creek Watershed Management Plan (WMP) 319 grant, and the results and recommendations incorporated into the final WMP. The original on-call contract with HNTB was approved January 2023.

- G. MOU WITH CITY OF BLOOMINGTON REGARDING CLEAR CREEK TRAIL AND FULLERTON PIKE CROSSING** **48**
Presenter: Lisa Ridge

This MOU is to clarify responsibilities between the City of Bloomington and Monroe County for the Clear Creek Trail and the construction of the Fullerton Pike, PH III bridge and roadway project

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

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COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, October 4, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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

Members

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

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Molly Turner-King, Legal Counsel, Present, In Person

1. **CALL TO ORDER BY COMMISSIONER GITHENS** 10:03 am

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS** 10:03 am

3. **DEPARTMENT UPDATES** 10:04 am
Health – Lori Kelley

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:07 am

5. **APPROVAL OF MINUTES** 10:07 am
September 20, 2023

Jones made motion to approve. Thomas seconded.
Githens called for a roll call vote.
Purdie called roll
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET

10:08 am

Accounts Payable – ~~September 27, 2023~~ October 4, 2023
Payroll – October 6, 2023

Jones made motion to approve. Thomas seconded.
Githens noted that the Accounts Payable date posted on the agenda was incorrect and the date for Payroll was omitted.
Jones made an amended motion to include the corrected dates of Accounts Payable (10.04.23) and Payroll (10.06.23). Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

7. REPORTS

10:08 am

Clerk of Circuit Court – August 2023
Treasurer – August 2023
Weights and Measures – August 16 – September 15, 2023

8. NEW BUSINESS

A. PUBLIC HEARING FOR ORDINANCE 2023-37; ROAD VACATION; EAST MT. EBAL RD

10:11 am

Presenter: Ben Ayres

Hearing for a Proposed Ordinance 23-37 for the Petition to Vacate Right of Way or Roadway from Monroe County Inventory being East Mt Ebal Road west of Lake Monroe.

Githens opened public hearing for discussion.
No public comments.
Githens closed public hearing.
Jones made motion to approve. Thomas seconded.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

B. PUBLIC HEARING FOR ORDINANCE 2023-38; ROAD VACATION; CHRISTOPHER LANE

10:16 am

Presenter: Ben Ayres

Hearing for a Proposed Ordinance 2023-38 for the Petition to Vacate Right of Way or Roadway from Monroe County Inventory being South Christopher Lane south of W Allen Street.

Githens opened public hearing for discussion.
No public comments.
Githens closed public hearing.
Jones made motion to approve. Thomas seconded.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

C. RESOLUTION 2023-28; ISSUANCE OF GO BONDS

10:17 am

Fund Name/Number: TBD
Amount: Up to \$3.1 million
Presenter: Angie Purdie

Part of the procedure for the County to issue a General Obligation Bond is the Commissioners approval of a resolution approving the action.

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

D. FINANCIAL SOLUTIONS GROUP FINANCIAL ADVISEMENT FOR GO BOND

10:19 am

Fund Name/Number: TBD
Amount: Not to exceed \$25,000
Presenter: Angie Purdie

This agreement is to provide financial advising services with regards to the General Obligation Bond. This fee will be paid from the Bond Proceeds.

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

E. ORDINANCE 2023-36; CREATE AND ESTABLISH CORRECTIONAL FACILITIES LOCAL INCOME TAX

10:21 am

Presenter: Molly Turner-King

On August 29, 2023, the Monroe County Council adopted Ordinance 2023-28 adopted a Correctional Facilities Local Income Tax in the amount of 0.01% on the adjusted gross income of local taxpayers in

order to transparently reflect the cost of the operation of the County's correctional facility and to take pressure off of the limited county general revenue.
Pursuant to Indiana Code §6- 3.6-6-2.7(c), revenue generated from a Correctional Facilities Local Income Tax is to be maintained in a separate dedicated county fund and used by the County only for paying for correctional facilities and rehabilitation facilities in the County.
The proposed ordinance creates and establishes a Correctional Facility Local Income Tax fund for this purpose and simultaneously amends the Monroe County Code Chapter 270 to include as section 79 this ordinance.

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

F. 2023 SOPHIA TRAVIS COMMUNITY SERVICE GRANT AGREEMENTS

10:22 am

Fund Name: County General

Fund Number: 1000

Amount: \$160,830

Presenter: Molly Turner-King

On August 22, 2023, the Monroe County Council approved the disbursement of \$160,830 of appropriations to 38 grant award recipients. Councilor Cheryl Munson, Chairperson for the Sophia Travis Grants Committee is requesting the Board of Commissioners to approve and sign the 2023 Agreements. A list of the award recipients, use of funds and award amounts is attached along with a copy of the agreement.

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

G. REC-DESK LLC SERVICE AGREEMENT

10:36 am

Fund Name(s): County General and Cumulative Capital

Fund Number(s): 1000 and 1138

Amount: \$6,800

Presenter: Kelli Witmer

On 9/20/23, The Monroe County Parks and Recreation Board approved the purchase of a subscription renewal for RecDesk. RecDesk is a recreation management software used for facility reservations, program registrations, scheduling, reporting, and invoicing. MCPR will share the cost of the software licensure with the Technical Services Department. MCPR will pay \$2,000, TSD will pay \$4,800. TSD and Legal have reviewed and approved the agreement.

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

H. GROOMER CONSTRUCTION, INC KARST FARM PARK ADA PROJECTS

10:38 am

Fund Name(s): County General and Non-Reverting
Fund Number(s): 1000, 1178, and 1179
Amount: Not to exceed \$38,428.38
Presenter: Kelli Witmer

In 2020, the BOC and MCPR Board hired Bledsoe, Riggert, Cooper, James Engineering to design ADA improvements at Karst Farm Park. When funds come available, the Parks Board approves a shovel ready ADA project.

Project Status: Out of (10) ADA projects, (3) have been completed, and (2) are on this agenda for approval. By the end of 2023, a total of (5) projects will be completed.

Project #2: Installation of (3) ADA van parking spaces, access route, and inline drain. (\$19,171)

Project #3: Installation of (2) ADA van parking spaces, cross walk, and viewing area for field #5.(\$19,257.38.

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

I. TRAILHEAD LABS INC. SERVICE AGREEMENT

10:40 am

Fund Name(s): County General and Non-Reverting
Fund Number(s): 1000 and 1178
Amount: \$15,000
Presenter: Kelli Witmer

On 9/20/23, the Monroe County Parks and Recreation Board approved an agreement with Trailhead Labs, Inc. to renew Outerspatial software licensure.

Outerspatial is a mobile and web-based app that allows individuals who are using parks and facilities to view interactive maps and department information (facilities, brochures, events, programs, etc.), receive notifications, report problems, and interact with other community members. So far in 2023, we have 1,995 unique app downloads/users.

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.

Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

J. 2023-2024 STOP GRANT AGREEMENT

10:45 am

Fund Name: STOP Grant
Fund Number: 8123
Grant Amount: \$117,553.30
Presenter: Beth Hamlin

This is a request for approval and signature of the grant agreement with Indiana Criminal Justice Institute for STOP grant funding to cover dates 10/1/2023- 9/30/2024. The STOP grant funds 50% of the salary, FICA, and PERF for a Sex Crimes Deputy Prosecuting Attorney and a Domestic Violence Deputy Prosecuting Attorney. These two DPAs, in conjunction with the sex crimes and domestic violence Victim Assistants, and a part time investigative assistant, make up the Special Victims Unit within the Monroe County Prosecutor's Office. The goal of the SVU is to focus resources, training, and staff more efficiently on crimes of violence against women.

Jones made motion to table this item until 10.11.23. Githens seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – No vote, technical issues
Motion carried 2-0.

K. REVISED SUB-AWARD AGREEMENT FOR REDUCING REVOCATIONS CHALLENGE GRANT

10:46 am

Fund Name: Reducing Revocations
Fund Number: 4913
Grant Amount: \$170,000
Presenter: Troy Hatfield

The Monroe Circuit Court Probation Department has been involved in the Reducing Revocations Challenge since 2019. This project is funded by Arnold Ventures and guided by the City University of New York (CUNY) Institute for State and Local Governance (ISLG). The project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety. Our Probation Department was chosen to be one of 10 jurisdictions from across the country for Phase 1 of the project. This phase involved data analysis to determine prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison.

The Probation Department and research partners at Indiana University and George Mason University were chosen as one of only five (5) jurisdictions to continue with Phase 2 the Reducing Revocations Challenge. Phase 2 includes grant funding to aid in implementation of practices geared toward disrupting the pathways that lead to revocation and ultimately increase success on community supervision.

The Probation Department is receiving \$170,000 of nearly \$300,000 in total grant funding provided by Arnold Ventures as a sub-recipient through Indiana University to use toward implementation of identified strategies.

The revised sub-award agreement (amendment #1) simply revises the deliverable schedule based on an approved budget modification.

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

L. INDIANA COALITION AGAINST DOMESTIC VIOLENCE (ICADV) MOU

10:51 am

Fund Name: BTCC

Fund Number: 4111

Amount: \$3,000 per year/5 years

Presenter: Vanessa Schmidt and Hannah Lencheck

Youth Services Bureau along with BTCC and ICADV are requesting approval of an MOU outlining the DELTA AHEAD project.

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

M. RQAW CORP PROFESSIONAL AND MANAGEMENT SERVICES AGREEMENT FOR CONVENTION CENTER COOLING TOWER AND ELEVATOR UPGRADES

10:54 am

Fund Name: American Rescue Plan

Fund Number: 8950

Amount: \$85,000

Presenter: Richard Crider

This request is to accept the contract proposal submitted by RQAW Corporation in the amount of \$85,000 to provide all Mechanical, Electrical, and Plumbing (MEP) engineering services required to replace the cooling tower, 3 water pumps, exterior piping, service elevator and electrical upgrades associated with the project. The scope of work includes:

1. Additional review of existing conditions.
2. Project coordination.
3. Preliminary design.
4. Final design.
5. Bidding process.

6. Construction administration.

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

N. AWARD PAVING PROJECTS TO MILESTONE CONTRACTOR AND E&B PAVING, LLC

10:56 am

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$416,531

Presenter: Lisa Ridge

Sealed bids were opened on September 11, 2023 for two roads to be paved in 2023. The Department recommends the following awards:

Burch Rd- Milestone Contractors, being the lowest, most responsive, and responsible bidder, \$176,056

Starnes Rd- E&B Paving, LLC, being the lowest, most responsive, and responsible bidder, \$240,475

Jones made motion to approve. Thomas seconded.

No public comments.

Githens called for a roll call vote.

Purdie called roll.

Githens – yes

Jones – yes

Thomas – yes

Motion carried 3-0.

O. ORDINANCE 2023-33; AMEND VARIOUS TRAFFIC ORDINANCES

10:59 am

Presenter: Lisa Ridge

Amend Ordinance 86-11 to **add** the following No Parking location: Dillman Lane

Amend Ordinance 86-09 to **delete** the following 30 mph locations: Cordova Place, Nottingham Court, Plateau Place

Amend Ordinance 86-09 to **add** the following 25 mph locations: Cordova Place, Nottingham Court, Plateau Place, Manor Court

Amend Ordinance 86-06 to **delete** the following Stop locations: 2-way stop at the intersection of Wampler Road and Burma Road

Amend Ordinance 86-06 to **add** the following Stop locations: All-way stop at the intersection of Wampler Road and Burma Road

Jones made motion to approve. Thomas seconded.
No public comments.
Githens called for a roll call vote.
Purdie called roll.
Githens – yes
Jones – yes
Thomas – yes
Motion carried 3-0.

9. APPOINTMENTS 11:01 am
None

10. ANNOUNCEMENTS 11:01 am

The Monroe County Health Equity Council (MCHEC) will be hosting a callout meeting on Monday, October 16, 2023 at the Monroe County Public Library Downtown branch, room 1B, from 6:30 pm – 7:30 pm. The Council is seeking to engage potential member and partners, and they encourage the public to attend. You may attend the meeting via Zoom at <https://us02web.zoom.us/j/84441599062> or for more information contact mchealthequitycouncil@gmail.com

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. Free COVID home tests are available at www.covid.gov/test

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:

- Wednesday, October 18, 10am - 3pm**
- Thursday, October 19, 1pm – 6pm**
- Wednesday, November 8, 1pm – 6pm**
- Friday, November 10, 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

11:05 am

The summary minutes of the October 4, 2023, Board of Commissioners’ meeting were approved on October 11, 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 AGENDA
October 4, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

NO MEETING 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:

In 2024, we are switching dental carriers from Delta to MetLife. This is the approval of the contract with MetLife to provide dental services to Monroe County Government.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Self Insurance"/>	<input type="text" value="4700"/>	<input type="text" value="Varies by month and enrollees"/>

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:



APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: Monroe County Government (the "Policyholder")

2. Address: 100 W Kirkwood City BLOOMINGTON State IN Zip 47404

EFFECTIVE DATE

The effective date of the applied for group insurance will be 01/01/2024, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of INDIANA.

COVERAGE DATA

Employees / Members

Dependents

Dental

Dental

PREMIUM DATA ->

Premiums will be paid: Monthly Quarterly Annually Other _____

Attached is an advance payment of: \$ 0

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signature of Applicant's Authorized Representative

Signed at: City Bloomington, State Indiana

Date: October 11, 2023

Name of Authorized Representative Penny Githens

Title of Authorized Representative Commissioner

Applicant's Signature _____

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. _____

Date: 09/14/2023

Name of Agent: John Mileham

Agent's Signature John Mileham

HIPAA Request

If you wish to include in your booklet certificate the HIPAA privacy language shown on the specimen "Sample Dental and/or Vision Booklet Certificate/SPD Language" provided to you by MetLife, please answer the following questions, sign, and return this form to your MetLife Sales Office.

- A. Are there employees of the Plan Sponsor that may access PHI (Protected Health Information) provided by the Plan? If there are, please provide their title(s) or other identifiers below.

PLEASE DO NOT PROVIDE THEIR NAMES; ONLY TITLE OR OTHER IDENTIFIER.

Title **Personnel Administrator** Title _____ Title _____

Title _____ Title _____ Title _____

- B. Should the term "Privacy Officer" be included in Section III. (c) "Sharing of PHI with the Plan Sponsor" of the Dental and/or Vision Plan Document?
 Yes No
- C. Should Section IV. "Participant's Rights" be included in the Dental and/or Vision Plan Document? (This is an optional section.)
 Yes No
- D. Should Section V. "Privacy Complaints/Issues" be included in the Dental and/or Vision Plan Document? (This is an optional section.)
 Yes No

As a duly authorized representative of the Customer named below and its group dental and/or vision plan, and consistent with such Customer's decision to amend its plan document to incorporate HIPAA privacy provisions, I hereby request that MetLife include in Customer's booklet certificate HIPAA privacy language reflecting Customer's choices on this form.

Customer Name **Monroe County Government**

Name of Authorized Representative ~~Angela Rurdie~~ **Penny Githens**

Title of Authorized Representative **Commissioner**

Signature of Authorized Representative _____ Date **October 11, 2023**

Group, Voluntary & Worksite Benefits

Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166



Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy(ies), this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife’s administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of MetLife and MetLife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy(ies), this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder’s administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

To be completed by Policyholder:

Penny Githens _____ (Name of Authorized Representative)	Commissioner _____ (Title of Authorized Representative)
_____ (Signature of Policyholder Authorized Representative)	Monroe County Government _____ (Group Policyholder Name)
Signed at: Bloomington _____ (City)	Indiana _____ (State)
	10/11/2023 _____ Date(MM/DD/YYYY)

To be completed by Metropolitan Life Insurance Company:

 Crystal McElroy Vice President Group Benefits Contracts & Compliance	_____ Date(MM/DD/YYYY)
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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 8/22/2023, the County Council approved the disbursement of \$160,830 of appropriations to 38 Sophia Travis Grant award recipients. The 2023 agreements were presented to the Board of Commissioners at the last meeting. This request is for the approval of one request that was not included with the agreements presented to the Board of Commissioners on 10/4/23. Councilor Cheryl Munson, Chairperson for the Sophia Travis Grants Committee is requesting the Board of Commissioners to approve and sign this agreement.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="\$750"/>

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 Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Health Department is requesting approval of an updated Master Service Agreement with IU Health for School Liaison services. Due to a change in leadership with IU Health an updated agreement, with signatures, is needed.

By contracting this service with IU Health Community Health, the School Liaison will be able to work alongside our public health nursing division with establishing and conducting school vaccination clinics, as well as routine health and wellness screenings. The long term vision of the School Liaison is to be able to work in conjunction with our public health nursing division, which this service agreement will provide.

School Liaison services are currently grant funding through the Crisis CoAg Supplemental Workforce grant. School liaison support, as outlined in the grant agreement includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, supporting schools in their communicable disease response plans, and providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Crisis CoAg Supplemental Workforce"/>	<input type="text" value="8111"/>	<input type="text" value="\$65,000.00"/>

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 **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: commrequests@co.monroe.in.us



Indiana University Health

MASTER SERVICES AGREEMENT Monroe County Health Department

This Master Services Agreement (“Master Services Agreement” or “Agreement”), effective July 1, 2023 (“Effective Date”), is by and between Monroe County Board of Health (“MCBH”), located at 119 W. 7th St., Bloomington, IN, and Indiana University Health Bloomington, Inc. (“IUHB”).

I. Recitals

1. IUHB employs community health professionals who provide community health services designed to maintain and improve the health of the community, including but not limited to children attending schools in the community;
2. MCBH and IUHB desire to enter into an agreement so that IUHB can assist MCBH with creating healthier environments for all students and staff by a school health liaison to support sustainable improvements to policy, programming, professional development, funding, and everyday procedures and practices as described below.

II. Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IUHB and MCBH agree as follows:

1. Services. IUHB agrees to provide either directly or through IUH Affiliates the health care services outlined in the Service Line Attachments (each, an “SLA”) attached hereto and incorporated herein. Each SLA describes the services to be provided by IUHB, the procedures to be followed by the parties, and related MCBH obligations. The SLAs to this Agreement are as follows:

Service Line Attachment #1 – School Health Liaison

The parties may enter into additional SLAs or modify the above SLAs by executing a written amendment to this Agreement.

2. Term. The initial term of this Agreement shall begin on the Effective Date and ending on June 30, 2024 (“Initial Term”). The term of any particular SLA shall coincide with the term of the Agreement. At the end of the Initial Term and any renewal term, this Agreement may renew for successive one (1) year renewal terms (“Renewal Term”) upon mutual agreement and by execution of a written amendment to this Agreement. Collectively, the Initial Term and any Renewal Term(s) shall be referred to herein as the Term of the Agreement.



Indiana University Health

3. Compensation. In exchange for the Services provided by IUHB described in SLA #1, MCBH agrees to pay IUHB a total annual amount of Sixty- Five Thousand Dollars (\$65,000). This compensation shall be paid to IUHB in equal quarterly payments.

4. Termination.

4.1. Termination for Breach. Either party may terminate this Agreement immediately upon written notice in the event the other party materially breaches the terms of this Agreement and fails to cure such breach within fifteen (15) days following written notice from the non-breaching party.

4.2. Termination for Convenience. Either party may terminate this Agreement without cause by providing the other party at least sixty (60) days advance written notice.

4.3. Within thirty days after the termination of this Agreement, IUHB shall submit a written report documenting the services provided with the Agreement's calendar year; and within ninety days after the termination of this Agreement, IUHB shall submit a written report documenting the net cost of the services performed.

5. Confidentiality.

5.1. Neither party ("Receiving Party") will disclose or use any proprietary or confidential information or materials of the other party ("Disclosing Party"), including, but not limited to, information about the Disclosing Party's customers, patients, practices, procedures, strategies, organization, financial and other related information ("Confidential Information"), except as may be required to carry out the Receiving Party's duties and responsibilities under this Agreement, or as may be required by law. Each party will use at least the same standard of care to maintain the confidentiality of the other party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Each Party shall maintain the terms of the Agreement in confidence, except as is required to carry out its duties and responsibilities under this Agreement, to obtain accounting, legal, or tax advice from a professional advisor, or as required by law. If a party should receive any legal request seeking disclosure of the other party's Confidential Information, the party shall provide the other party with prompt notice of such request or advice so that the other party may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. All information provided by one party to the other will remain proprietary to the furnishing party.

5.2. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to



Indiana University Health

the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.3. Injunctive Relief and other Remedies. Each party understands that Confidential Information constitutes valuable business assets of Discloser and its disclosure may irreparably harm Discloser. In the event of breach or threatened breach of obligations pertaining to Confidential Information by Recipient, Discloser shall be entitled to seek injunctive relief.

6. Business Relationship. IUHB and MCBH are independent contractors and nothing in this Agreement shall be deemed to create an employer-employee relationship, principal-agent relationship, partnership or joint venture.

7. No Endorsement. Neither party shall use the trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other party without that party's prior written consent. Neither party shall identify or make reference to the other party in any formal communication (website, press release), advertising or other promotional materials without prior written or email consent from the other party.

8. Insurance Coverage. During the Term of this Agreement, each party shall maintain at its own expense (i) comprehensive general liability insurance in amounts equal to at least \$1,000,000 per occurrence and \$3,000,000 annual in the aggregate; and (ii) workers' compensation insurance in amounts no less than the minimum required by applicable state law and employer's liability in the amount of \$1,000,000. Each party will provide a certificate of insurance confirming such insurance coverage upon execution of this Agreement.

9. Indemnification. Unless otherwise limited by statute, MCBH shall indemnify and hold harmless IUHB, its officers, agents, and employees (collectively, "Indemnified Parties") harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) of any kind or nature whatsoever (collectively, "Damages") that may be imposed upon or incurred by the Indemnified Parties as a result of MCBH's negligent acts or omissions in any way relating to, arising out of or connected to this Agreement. Notwithstanding the foregoing, MCBH shall not have any such indemnity obligation to IUHB to the extent such Damages were caused by the sole negligence or willful misconduct of an Indemnified Party.

10. Miscellaneous.

10.1. Notice Provisions. Notices required or permitted herein shall be given the respective parties by registered or certified mail (said notice being deemed given as of two business days after mailing) or hand delivery at the following addresses unless parties shall otherwise designate its new address by written notice:



Indiana University Health

Monroe County Board of Health
119 W. 7th St.
Bloomington, Indiana
Attn:

**Indiana University Health
Bloomington, Inc.**
John Sparzo, M.D.
Interim President and Chief Medical
Officer, Indiana University Health South
Central Region
2905 Stone Carver Drive
Bloomington, Indiana 47404

10.2. Amendments. This Agreement may be amended or modified only by a written document signed by both IUHB and MCBH.

10.3. Applicable Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Indiana, without giving effect to the principles of choice of law of any state. Further, the parties consent to venue in Monroe County, Indiana.

10.4. Assignment. Except as otherwise provided herein, neither party hereto may transfer or assign this Agreement without prior written consent of the other party; provided, however that IUHB may perform duties set forth in the Service Line Attachments through IUH Affiliates or related entities.

10.5. Entire Agreement. This Agreement constitutes the entire agreement between IUHB and MCBH with respect to the subject matter hereof and supersedes any prior agreements or understandings, whether oral or written.

10.6. Execution. By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party(ies) on whose behalf their execution is made. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of all Parties, but all of which counterparts when taken together will constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means shall be accepted as original signatures.

10.7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.8. Modification for Change in Law. To the extent that any law, rule, or regulation of any authority having jurisdiction over the parties to this Agreement shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly regarding such modification as may be required to bring this Agreement into compliance with such applicable law, rule, or regulation. Should the parties be unable to agree upon such modification within thirty



Indiana University Health

(30) days from the date on which a party gave notice to the other of such changes in law, rule, or regulation, this Agreement may be terminated by either party.

10.9. Non-Solicitation. During the Term of the Agreement and for one (1) year thereafter, MCBH shall not, directly or indirectly, on its own behalf or on behalf of any other individual, corporation, partnership, firm, other company, business organization, entity or in any other capacity, solicit for employment or other contractual relationship, endeavor to entice away from IUHB (or IUH Affiliate, as applicable), recruit, or otherwise initiate interference with IUHB's (or IUH Affiliate, as applicable) relationship with any IUHB staff providing services under this Agreement or any other IUHB (or IUH Affiliate, as applicable) employees. This provision shall survive the termination of this Agreement, irrespective of the circumstances of termination.

10.10. Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

[Remainder of Page Intentionally Blank. Signatures Follow.]



Indiana University Health

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates below.

Monroe County Board of Health

Indiana University Health Bloomington, Inc.

By: _____

By: _____

Print Name: _____

Print Name: John Sparzo, M.D.

Title: _____

Title: Interim President – South Central Region

Date: _____

Date: _____

Approved:
Monroe County Board of Commissioners

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

Monroe County Health Officer

Philip Clark Brittain, D.O.



Service Line Attachment #1

School Health Liaison – Services and Responsibilities

- I. IU Health Community Health will provide a school health liaison that will work as an extension of the health department and follow Monroe County Health Department programming. The Monroe County School Health Liaison will serve as a resource to all public, private and charter K-12 schools in Monroe County. This may include direct services to public schools with the availability of consultation and resource to charter and private schools.
- II. Monroe County School Liaison will work with the Monroe County Public Health Clinic nursing staff, Indiana Department of Health School Nurses Consultant and Epidemiology and Preparedness Field staff to support schools in activities such vaccine activities.
- III. School Liaison will meet with school representatives to ensure open communication and understanding of the program and will report back to the local health department.
- IV. School Liaison will conduct county level school meetings on a quarterly basis with school nurse leaders and/or administrators.
- V. Other duties will include:
 - a. Attend biannual information session with IDOH staff.
 - b. Collaborate with schools on student health and wellness initiatives and identify opportunities for additional support.
 - c. Provide education related to communicable diseases and best practices.
 - d. Provide feedback to LHD on activities including a monthly meeting and report, in addition to presenting to the LHD Board on a quarterly basis.
 - e. Provide feedback to IDOH on activities including a quarterly report and reporting direct services to REDCap and sharing documentation back to LDH.
 - f. Conduct a school needs assessment
 - g. Support schools in communicable disease response plans.
 - h. Coordinate, assist and ensure that schools with the jurisdiction have completed code driven requirements related to student health in Indiana.
 - i. Vision, dental and hearing screenings at school
 - j. Immunization clinics should be offered at least once each semester to provide access to the required immunizations.
 - k. Provide hands-on support in the school when supporting OR coordinating initiatives.
 - l. Continue and sustain best practices and initiatives through this work.



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 approve the proposal submitted by VDA Elevator & Elevator Consulting in the amount \$2,400 to provide an evaluation and written report on the elevator located a the Monroe County Jail to include life cycle, performance levels, mechanical equipment, maintenance audit and code compliancy.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="\$2,400"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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: commrequests@co.monroe.in.us



www.vdassoc.com

E-mail: contact@vdassoc.com

Phone: +1 (317) 973-0211 | Fax: +1 (856) 354-8573

75 North Main Street | Zionsville, IN 46077

October 6, 2023

VIA E-MAIL:

rcrider@co.monroe.in.us

Mr. Richard Crider, Facilities and Fleet Manager
Monroe County Government
100 West Kirkwood Avenue, Rm 100
Bloomington, Indiana 47404

Re: Monroe County Jail, 301 North College Avenue, Bloomington, IN – Survey and Report
Vertical Transportation Consultation

Dear Mr. Crider:

We appreciate the opportunity to propose our services for the Vertical Transportation Consulting work at Monroe County Jail on 301 North College Avenue in Bloomington, IN.

Attached is our proposal outlining our Scope of Services, General Conditions and Fee that have been developed based on the information you provided.

If this is acceptable, **kindly sign and return the proposal via e-mail to kreinert@vdassoc.com**, at your earliest convenience.

If this proposal does not represent your understanding of the project or if you need any additional information, please contact us as soon as possible.

We look forward to working with you on this project.

Very truly yours,

Kyle Reinert
Area Manager

KR/ad

Enclosure

2023-78502



October 6, 2023

Mr. Richard Crider, Facilities and Fleet Manager
Monroe County Government
100 West Kirkwood Avenue, Rm 100
Bloomington, Indiana 47404

Re: Monroe County Jail, 301 North College Avenue, Bloomington, IN
Vertical Transportation Consultation

Dear Mr. Crider:

Based on the information provided, the following represents the agreement (“the Agreement”) by and between vda, Inc. (“VDA”), (“Consultant”) and Monroe County Government (the “Client”).

I PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the vertical transportation system in the referenced building, hereinafter referred to as the “Project.”

II SCOPE OF WORK

- A. In accordance with the scope of services outlined in Section III below, provide vertical transportation consulting services for a Comprehensive Equipment Evaluation/Survey on one (1) elevator located at 301 North College Avenue, Bloomington, IN.

III SERVICES TO BE PERFORMED

PHASE 1 – EVALUATION AND REPORT

- A. Survey the referenced unit to provide:
 - 1. An overview of existing system
 - 2. An identification and evaluation of the major vertical transportation equipment and/or system components
 - 3. An evaluation of the equipment and the overall maintenance being performed to include maintenance deficiencies
 - 4. A review of housekeeping practices, wiring diagrams and/or other recorded documents store onsite including mandated test status

5. An evaluation of the operating performance levels
 6. An ADA Survey to determine if the systems comply with the Americans with Disabilities Act
 7. Evaluate equipment for Immediate, Short- and Long-Term repairs/upgrades recommendations.
 8. Evaluate equipment Life Cycle.
 9. A Code compliance evaluation
- B. Prepare a written report with the findings of our survey. The report will include:
1. An Overview Summary
 2. A System Profile
 3. A Life Cycle Analysis Matrix
 4. A Maintenance Audit with Deficiencies Noted for Corrective Action
 5. A Performance Evaluation with Comparable Standards
 6. A Code Compliance Analysis
 7. An ADA Compliance Analysis
 8. An Equipment Status Report Itemizing Immediate, Short- and Long-Term Recommendations
- C. Provide a telephone consultation subsequent to the issuance of the report.
- D. Attend one (1) virtual meeting to consult with the Client and/or their representatives to review our findings.

IV FEE

- A. The fee will be the lump sum of **\$2,400.00**, payable upon issuance of our letter report.
- NOTE:** Expenses, if applicable as outlined in Item E below, may be billed separately from the lump sum amount.
- B. This proposal is based on this project being completed on or before 12/15/2023. Should this project's completion extend beyond this date, the fee for the remaining services will be adjusted using an annual escalation rate of 5.0%.

- C. The Client shall be responsible for the payment of sales and use taxes as well as all applicable taxes (in addition to the fee specified in this Agreement) which may be imposed or assessed by the country, state or local jurisdiction in connection with the services provided by the Consultant. The Client shall indemnify and hold harmless the Consultant and its agents and employees against any such taxes, claims or liabilities.
- D. Any additional consulting requested by the client that is over and above the Scope of Work will be billed on a timecard basis using our current rates.
- E. Any living or traveling expenses outside the Indianapolis Metropolitan area, bulk document reproduction or handling such as Federal Express or Messenger Service will be billed at cost plus a ten percent (10%) handling charge.
- F. It is expected that invoices will be paid within thirty (30) days of rendering. An interest of two percent (2%) will be compounded monthly and added to any invoice that is outstanding for over 120 days.
- G. In the event the Client fails to pay any outstanding invoices and it is turned over to a third party for collection, Client agrees to pay all of Consultant's costs and expenses of collection, including without limitation, reasonable attorney's fees and expenses incurred as a result of the foregoing.
- H. Any property managed, owned, supplemented or financed by a Government Agency that mandates documents be sealed (i.e., stamped) by a Professional Engineer, Architectural Engineer or Registered Architect shall be subject to the extra fee charged or imposed in connection with the services specified in this Agreement.
- I. All work will be performed during normal business hours (Monday through Friday from 8:00am to 5:00pm) unless specifically stated otherwise. Services to be performed outside of these hours will require additional compensation approved prior to proceeding.

V INDEMNIFICATION

- A. The Consultant shall be responsible only for the work performed directly by its employees or those persons retained by the Consultant to perform work in conjunction with this project and shall defend, indemnify and hold harmless the Client against claims, damages, actual out-of-pocket costs or actual out-of-pocket expenses (including, without limitation, reasonable attorney fees) arising out of such performance.
- B. The Consultant shall not be responsible for the acts or omissions of the Client or any of the Client's other consultants, contractor(s), sub-consultant(s), their agents or employees, or other persons performing any of the work, and Client shall defend, indemnify and hold harmless the Consultant against claims, damages, actual out of pocket costs or actual out of pocket expenses (including, without limitation, reasonable attorney fees) arising out of any of the foregoing.

- C. The Consultant shall not be liable for any loss, damage, detention or delay resulting from any cause whatsoever beyond its reasonable control or resulting from a force majeure, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection or war.
- D. The Consultant shall not be responsible for any consequential damages or punitive damages or damages based on a claim of loss of business, loss of business opportunity, or loss of revenue.
- E. Assignment. Neither party hereto shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party; provided, however, that Consultant may assign its rights or delegate its obligations, in whole or in part, without such consent, to (a) any of its subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of (i) the business or equity of Consultant or (ii) the assets of Consultant to which this Agreement pertains, in each case, whether by merger, reorganization, acquisition, sale, operation of law or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void.

VI TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon seven (7) days written notice thereof to the other party.
- B. In the event this Agreement is terminated by Client for any reason, Client will pay Consultant for all services rendered prior to and including the effective date of such termination.

VII MISCELLANEOUS PROVISIONS

- A. This Agreement is binding upon the original parties and their respective heirs, assigns, administrators, executors or legal representatives (as permitted by this Agreement).
- B. Should one or more provisions within the Agreement be held invalid, illegal or unenforceable, the Agreement will be construed to survive such a holding and the invalid, illegal or unenforceable provisions will not affect any other provisions of the Agreement.
- C. This writing constitutes the sole intention of the parties. Any and all prior oral and/or written agreements or understandings between the parties are hereby suspended with respect to the subject matter hereof.
- D. The proposal set forth in this Agreement shall automatically terminate and be of no further force and effect unless the Client returns a duly executed counterpart of this Agreement to the Consultant within sixty (60) days of the date first set forth above, time being of the essence.
- E. All communications under this Agreement shall be in writing, and shall be deemed to be sufficiently given and delivered by the party (i) on the date presented and a receipt is given if sent by Federal Express or other nationally recognized courier, or (ii) on the fourth (4th) day after having been mailed by certified mail, return receipt requested, to a party at the addresses set forth on the following page, or to such other address as such party may designate to the other party in writing.



EXECUTED this day and year below written

CLIENT:

Monroe County Government

CONSULTANT:

vda, Inc. ("VDA")

By: _____

Title: _____

Date Signed/Accepted: _____

Address: 100 West Kirkwood Avenue, Rm 100
Bloomington, IN 47404

By: Kyle Reinert

Kyle Reinert
Title: Area Manager

Address: 75 North Main Street
Zionsville, IN 46077

ALL SIGNATURES ARE RECOGNIZED AS ORIGINALS

EXECUTION OF THIS SIGNATURE PAGE REPRESENTS THE ACCEPTANCE OF THE ENTIRE PROPOSAL

/ad
2023-78502

ADDENDUM TO VDA Elevator & Elevator Consulting AGREEMENT

1. **Worker's Compensation. VDA Elevator & Elevator Consulting** ("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.

VDA Elevator & Elevator Consulting
County “Contractor”

Board of Commissioners of Monroe
“Board”

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



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 approve the proposal from Nature's Way, inc. in the amount of \$1,650 to supply and plant a mixture of 1,100 perennial hyacinth and daffodil bulbs in the fall of 2023 at the Monroe County Courthouse.

This work is outside the scope of Nature's Way 2023 contract and will replace planting annuals in the spring 2024.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="\$1,650.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date:	10/06/2023
Quote #:	233015

Submitted To: MON105
MONROE COUNTY GOV.
100 W. KIRKWOOD SUITE 100
ATTN: RICHARD CRIDER
BLOOMINGTON, IN 47401

Location:
MONROE COUNTY GOV.
COUNTY COURTHOUSE
BLOOMINGTON, IN 47401

2023 FALL EXTERIOR SERVICES AS PROPOSED

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
			INSTALL (550) HYACINTH MIXTURES BULBS & (550) DAFFODIL BULBS FALL OF 2023		
	550.000	EA	Hyacinth Mix Bulb	1.200	\$660.00
	550.000	EA	Narcissus "Ultimate Mix"	0.800	\$440.00
	1.000	EA	LABOR TO INSTALL	550.000	\$550.00

Monthly itemized invoice for services performed. Payment is due within 30 days from receipt of invoice. A monthly finance charge of 2% may be applied after 30 days. Sign and return 1 copy of this contract.

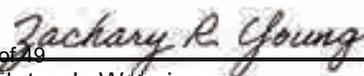
Non Taxable:	\$550.00
Taxable:	\$1,100.00
Tax:	EXEMPT
Total Due:	\$1,650.00

Customer

Date

41 of 49

Nature's Way, inc.



ADDENDUM TO Nature's Way, Inc., and Security AGREEMENT

1. **Worker's Compensation. Nature's Way, Inc.** ("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.

Natures Way, Inc.
 “Contractor”

Board of Commissioners of Monroe County
 “Board”

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor



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 Task Order is for a hydraulic analysis for Bean Blossom Creek at two locations where stream banks have eroded adjacent to County roadways. The feasibility study will result in recommendations for erosion control and stream bank stabilization practices in these locations. This project will also be used as in-kind match for the Bean Blossom Creek Watershed Management Plan (WMP) 319 grant, and the results and recommendations incorporated into the final WMP. The original on-call contract with HNTB was approved January 2023.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$19,000.00"/>

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 On-Call Hydraulics Contract
Assignment #1
Planning Hydraulic Analysis for Beanblossom Creek Erosion Prevention
DRAFT Scope and Fee Proposal
(Prepared by HNTB August 3rd, 2023)

Two river bend locations along Beanblossom Creek in northwestern Monroe County, Indiana are adjacent to gravel county roads. The stream is eroding away the banks at the outside of the bends, which is undermining the existing gravel roads. The two locations are:

- Along North Maple Grove Road, 0.51 miles west of its intersection with North Bottom Road
- Along West Woodland Road, 0.46 miles west of its intersection with North Woodall Road

Objective

The objective of this task is to perform two-dimensional hydraulic analysis at the two specified locations to assess the risks to the roadway from Beanblossom Creek and summarize erosion countermeasure options to reduce the risks of erosion of the road.

Coordination

Coordination will occur between HNTB and Monroe County.

Activity

Activities are as follows:

1. A site visit to each location to obtain site photographs and measurements of the channel bottom relative to the roadway elevation.
2. Utilize best available LiDAR terrain data to build out the 2D model.
3. Estimate 0.2%, 1%, 2%, 4%, 10% and 50% AEP peak flow rates for the hydraulic analysis.
4. Develop a 2D hydraulic model of each site to assess the risk of erosion of the channel banks and roadway embankment.
5. Research and provide up to 3 countermeasure alternatives with estimated unit costs.
6. Prepare planning hydraulic analysis report with results of hydraulic analysis and summary of countermeasure alternatives.

Deliverables to Client:

1. 2D HEC-RAS model
2. Planning Hydraulic Analysis Report

Schedule: Hydraulic Report and 2D HEC-RAS model will be submitted to the Client 90 days after receiving notice to proceed.

Assumptions:

1. Hydraulic analysis will be performed using HEC-RAS version 6.0 or newer.

2. Perform hydrologic and hydraulic analysis in accordance with local regulations.
3. LiDAR will be utilized for the 2D model.
4. No structures will be included in the 2D model.

Exclusions:

1. Specifications and plans.
2. No permits will be obtained.

Fee Estimate: \$19,000



10-4-2023

HNTB Signature

Date

Monroe County Signature

Date

Monroe County Water Resources & Plan Review On-Call

HNTB PROJECT:

83916-DS-010

DESCRIPTION:

Monroe County On-Call - Task Order 1 Beanblossom Creek Planning Analysis

Labor Classification	PERSONHOURS BY CLASSIFICATION						TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	5	4	3	2	1			
Labor Category	Vice President	Project Manager	Senior Project Engineer	Project Engineer/Senior Project Analyst	Assistant Project Engineer			
Management and Coordination								
1) Project Management	2	2		4	2	10	\$1,946	
Hydraulic Analysis								
1) Perform Site Visit and Gather Field Measurements				8	8	16	\$2,104	
2) Gather LiDAR					2	2	\$238	
3) Determine Hydrologic Conditions (2 Sites)				2	4	6	\$764	
4) Develop Existing Conditions 2D Model (2 Sites)				10	32	42	\$5,247	
5) Recommend Countermeasures and Unit Cost Summary				6	8	14	\$1,816	
5) Planning Analysis Results Report				4	16	20	\$2,480	
9) QAQC		6	6			12	\$2,544	
HOURS:	2	8	6	34	72			
NEGOTIATED LABOR RATES *	\$341.00	\$225.00	\$199.00	\$144.00	\$118.97			
LABOR COSTS:	\$682	\$1,800	\$1,194	\$4,896	\$8,566	122	\$17,138	
DIRECT EXPENSES								
Mileage (Round trip Indy to Project)	1	Trips x	110	Mi./Trip x	\$0.655		\$72.05	
Meals	0	Persons x	0	Days x	\$41.00		\$0.00	

Expenses	\$80
Contingency	\$1,730
TOTAL	\$19,000
USE	\$19,000



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 MOU is to clarify responsibilities between the City of Bloomington and Monroe County for the Clear Creek Trail with the construction of the Fullerton Pike, Phase III bridge and roadway project.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

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: commrequests@co.monroe.in.us