



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 ****Revised****

Wednesday, November 29, 2023, at 10:00 am

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

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

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

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

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

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Lori Kelley

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

5. APPROVAL OF MINUTES

November 15, 2023

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – November 29, 2023
Payroll – December 1, 2023

4

7. REPORTS 14

Treasurer – October 2023
Clerk of Circuit Court – October 2023

8. NEW BUSINESS

A. 2024 DEPARTMENT OF CORRECTION COMMUNITY CORRECTIONS GRANT CONTRACT 18

Fund Name(s): Community Corrections, Pretrial Services, Drug Court, Mental Health Court
Fund Number(s): 9142, 9144, 9148, 9150
Grant Amount: \$1,528,120
Presenter: Becca Streit

The Indiana Department of Correction (IDOC) has awarded Monroe Circuit Court Probation/Community Corrections a total of \$1,528,120 in grant funds for the Community Corrections Program, Pretrial Services, and two Court Recidivism Reduction Programs: Drug Treatment Court and Mental Health Court.

Grant funding will go toward staff salaries and fringe benefits to continue supporting programs including Home Detention and Electronic Monitoring; the Day Reporting Program; Pretrial Services Program; and the Drug Treatment Court and Mental Health Court Problem Solving Court Programs.

The grant funding also supports the use of Evidence-based Practices (EBP) and continuous quality improvement efforts to ensure that Probation and Community Corrections clients are receiving services that promote positive life changes and community safety.

Monroe County was also recently recognized for its 40th year as an Indiana Community Corrections Program.

Fund numbers for 2024 grants:
9142.0000 Community Corrections
9144.0000 Pretrial Services
9148.0000 Drug Court
9150.0000 Mental Health Court

B. DISASTER RECOVERY SERVICE AGREEMENT RENEWAL 2024 43

Fund Name: Recorder's Perpetuation Fund
Fund Number: 1189
Amount: \$2,170.74
Presenter: Amy Swain

Business continuity focuses on keeping business operational during a disaster. Because of the role the Recorder's Office plays in land records management, disaster recovery is a vital consideration to prevent interruption of service to our community.

Computer Systems Inc (CSI) is our current software provider and stores our data and images in the CSI Cloud Backup. Within four hours of notification by us, CSI will restore the software to our local production server and restore the data and images from the Cloud Access System to get us back up and

running. If there is a problem with this, CSI will provide a Cloud Access System specific to our county so we can retrieve the data that way. This is a renewal of our annual Disaster Recovery agreement with CSI.

C. REQUEST FOR APPROVAL OF AN ADVERTISING SERVICE CONTRACT

52

Fund Name: Health

Fund Number: 1159

Amount: \$2,661.12

Presenter: Lori Kelley

The Health Department is requesting approval of a service contract for radio advertising. This service contract will allow the Health Department to increase awareness of respiratory illnesses and preventative methods for staying safe throughout the winter season.

D. ORDINANCE 2023-47; APPROVING INTERLOCAL AGREEMENT WITH CITY REGARDING THE CAPITAL IMPROVEMENT BOARD

56

Presenter: Jeff Cockerill

The Interlocal Cooperation Agreement between the County and the City regarding the CIB. The agreement includes the following:

1. All the CVC members will be appointed by the County, two by the Commissioners and three by the County Council. Two of the County Council appointees would be made after giving “good faith consideration” to a list of at least three qualifying individuals. The third County Council appointee, the only one that is not subject to statutory restrictions, would be made by the County Council from a list of four recommendations by the City Council.
2. When the F&B debt is issued, the property will be placed in a City Organization, to utilize the State Code a lease purchase agreement to not cause constitutional debt service issues.

E. AMENDMENT TO THE AGREEMENT FOR CONVENTION CENTER MANAGEMENT

58

Fund Name: Convention Center Operating Fund

Fund Number: 4005

Amount: \$420,000

Presenter: Jeff Cockerill

An agreement for the management of the convention center at a rate of \$35,000 per month.
(\$420,000.00 total)

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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 SUMMARY MINUTES Wednesday, November 15, 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)

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Not Present
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** 10:02 am

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:02 am

3. **DEPARTMENT UPDATES** 10:03 am
Health – Lori Kelley
Airport – Carlos Laverty
Planning – Jackie Nester Jelen

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:15 am
Julio Alonzo, County resident, Executive Director Hoosier Hills Food Bank (virtual)
Jim Shelton, County resident, on behalf of Court Appointed Special Advocates (virtual)

5. **AGENDA AMENDMENT** 10:20 am
Jones made a motion to add item "H", Declaration of Emergency Burn Ban. Githens seconded.
Githens called for a voice vote.
Motion carried 2-0.

6. APPROVAL OF MINUTES

10:20 am

November 8, 2023

Jones made a motion to approve. Githens seconded.
Githens called for a voice vote.
Motion carried 2-0.

7. APPROVAL OF CLAIMS DOCKET

10:22 am

Accounts Payable – November 15, 2023
Payroll – November 17, 2023

Jones made a motion to approve. Githens seconded.
Githens called for a voice vote.
Motion carried 2-0.

8. REPORTS

None

9. NEW BUSINESS

A. RESOLUTION 2023-30: SURPLUS PROPERTY

10:23 am

PRESENTER: Richard Crider

This request is for approval for multiple departments' surplus property.

Jones made a motion to approve. Githens seconded.
No public comments.
Githens called for a voice vote.
Motion carried 2-0.

B. B&L SHEET METAL DOWNSPOUT REPAIR PROPOSAL

10:24 am

Fund Name: 2022 GO Bond

Fund Number: 4815

Amount: \$2,850

Presenter: Richard Crider

This request is to approve the proposal submitted by B&L Sheet Metal to custom fabricate and install steel reducers onto six downspouts on the west side of the Showers Building. This work is necessary to allow proper drainage from gutter to underground PVC drainpipe.

Jones made a motion to approve. Githens seconded.
No public comments.
Githens called for a voice vote.

Motion carried 2-0.

C. ORDINANCE 2023-46; BUILDING CODE AUTHORITY INTERLOCAL AGREEMENT
Presenter: Jeff Cockerill

10:26 am

This request is for the adoption of an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana regarding Building Code Authority.

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.

D. RATIFY INDIANA RECOVERY ALLIANCE REGARDING STATE HEALTH GRANT
Fund Name: Opioid Grant RFF 2023-007
Fund Number: 9164
Grant Amount: \$450,000
Presenter: Jeff Cockerill

10:28 am

This agreement is to effectively coordinate activities regarding the portion of the FSSA Grant that is meant to fund IRA's Building and purchase of a vehicle.

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.

E. VET ENVIRONMENTAL ENGINEERING PH II REGARDING THOMSON SITE
Fund Name: EDIT BAN
Fund Number: 4816
Amount: Not to exceed \$9,143.34
Presenter: Jeff Cockerill

10:31 am

This agreement is for PH II of environmental investigation into the Thomson site.

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.

F. RATIFY VET ENVIRONMENTAL ENGINEERING WETLANDS AND JURISDICTIONAL WATER DELINEATION
Fund Name: EDIT BAN
Fund Number: 4816
Amount: Not to exceed \$11,577.51
Presenter: Jeff Cockerill

10:32 am

This agreement is for continued environmental investigations into the Thomson site.

Jones made a motion to approve. Githens seconded.
No public comments.
Githens called for a voice vote.
Motion carried 2-0.

G. BEAM LONGEST AND NEFF RIGHT-OF-WAY SERVICES

10:34 am

Fund Name: Rockport Rd Bridge #308
Fund Number: 8166
Amount: \$42,100
Presenter: Lisa Ridge

This agreement is to hire the consultant for right-of-way acquisition services on six (6) parcels for the replacement of Rockport Road Bridge # 308. The bridge is to be replaced in 2025, with letting date in November 2024.

Jones made a motion to approve. Githens seconded.
No public comments.
Githens called for a voice vote.
Motion carried 2-0.

H. LOCAL DISASTER EMERGENCY FOR A BURN BAN

10:35 am

Jones made a motion to approve. Githens seconded.
No public comments.
Githens called for a voice vote.
Motion carried 2-0.

10. APPOINTMENTS

10:37 am

None

11. ANNOUNCEMENTS

10:38 am

The Board of Commissioners is hosting a food drive “**Be a Bright Spot for the Hungry During the Upcoming Canopy of Lights,**” during the annual Canopy of Lights event on Friday, November 24, at 6:45 pm., and will run through “Giving Tuesday”, November 28th. The public is encouraged to bring non-perishable food items for donation.

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:

Wednesday, December 13, 1pm – 6pm

Friday, December 15, 10 am – 3pm

Wednesday, January 3, 2024, 1pm – 6pm

Thursday, January 4, 2024, 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

12. ADJOURNMENT

10:40 am

The summary minutes of the November 15, 2023, Board of Commissioners' meeting were approved on November 29, 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
November 15, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Not Present
Lee Jones, Present, In Person

Staff

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

1. Commissioners, Angie Purdie

- a. Addendum #3 to enhance 911 service agreement

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.

- b. American Rescue Plan Act Policy (ARPA), Amendment #7

Jones made a motion to approve. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.

2. Legal, Jeff Cockerill

Opening of sealed bids for Solar Installation Proposals for solar photovoltaic
Generating systems for County owned building and sites.

One bid was received from MPI Solar LLC. Cockerill opened the bid.

The Facilities Fleet Manager and the Legal Department will take the proposal under advisement
and will present a recommendation at a later date.

PRESS RELEASE

FOR IMMEDIATE RELEASE

November 13, 2023

County Commissioners: 'Be a Bright Spot for the Hungry During Upcoming Canopy of Lights'
Food drive to kick off during annual event on November 24th and will run through 'Giving Tuesday,' November 28th

Monroe County, IN—Hoping to help area food pantries make up donation shortfalls, the Monroe County Commissioners are encouraging members of the public to drop off non-perishable food donations during this year's Canopy of Lights festivities. Set to begin at 6:45 p.m. on Friday, November 24th, the free event has taken place annually in downtown Bloomington since the mid-1980s.

“The Hoosier Hills Food Bank will have a tent on Kirkwood near the main stage to collect food as well as cash donations during the event,” says Penny Githens, president of the Monroe County Board of Commissioners. “We hope folks who are able to do so will be a bright spot for the hungry in our area by dropping off extra canned goods or other non-perishables.”

During a recent Monroe County Board of Commissioners meeting, both Hoosier Hills Food Bank Executive Director Julio Alonso and Pantry 279 Director Cindy Chavez noted that, although overall need is up, food donations are down. “We have already distributed about 4.2 million pounds of food this year and we're running 400,000 pounds behind last year's numbers,” Alonso reported. “That's not a factor of demand. It's a factor of supply.”

For its part, Pantry 279 presently serves between 8,500 and 9,500 people each month, but the need is even greater. “Unfortunately, our local food insecurity problem is a reflection of a much larger, nationwide trend,” says Julie Thomas, vice president of the Monroe County Board of Commissioners.

According to the USDA's most recent annual report on food insecurity in the United States, between 2021 and 2022, an additional 10 million people became food insecure.

“This is a special time of year for many in Monroe County, and, as we gather together for the lighting of the canopy, we hope people will take a moment to think about their own good fortune and consider reaching out to help their neighbors who may be less fortunate,” says Monroe County Commissioner Lee Jones.

Food drive collection barrels will also be on hand inside the Monroe County Courthouse lobby through Giving Tuesday, November 28th. Particularly in demand are low-sugar and low-salt canned fruits and vegetables, canned soups and stews, canned proteins, canned tomato sauce, and boxed cereals, pasta, macaroni and cheese, and bread or muffin mixes.

The commissioners will offer brief remarks from the Kirkwood Avenue Stage before the canopy lighting. “I'm trying to resist the urge to say something like, 'Bring a can of peas to the canopy!’” Thomas laughs. “But, seriously, the need in Monroe County is great and this is a wonderful opportunity to help.”

##

Monroe County

State Of Indiana

LOCAL DISASTER EMERGENCY DECLARATION FOR A BURN BAN

Monroe County, Indiana

November 13, 2023

WHEREAS, Monroe County, Indiana has been impacted by or is immediately threatened by a natural disaster-specifically county-wide drought conditions and are at an elevated risk of fire danger.

WHEREAS, as of the 13th day of November at 1600 hours, it has been determined that Monroe County is at risk of widespread fire hazards because of the ongoing drought conditions and;

WHEREAS, a County Wide Burn Ban affecting certain activities is an appropriate public safety response to the fire hazards presented by the current drought conditions;

NOW THEREFORE, I, the acting president of the Monroe County Board of Commissioners, declare, pursuant to the provisions of IC 10-14-3-29, that a state of emergency exists in the County that I hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this proclamation, to be in full force and effect in the County for the exercise of all necessary emergency authority for protection of the lives and property of the people of Monroe County.

I also declare that, effective immediately, the following activities are prohibited in Monroe County:

1. Campfires and other recreational fires, unless enclosed in a fire ring with dimensions of 23 inches in diameter and 10 inches high or larger;
2. Open burning of any kind using conventional fuel such as wood, or other combustible matter, with the exception of grills fueled by charcoal briquettes or propane;
3. The burning of debris, such as timber for vegetation, including such debris that results from building construction activities and other open-air fires.
4. The use of burn barrels for any open burning at residential structures. *

*Burning will be allowed in burn barrels with a ¼ inch mesh top from dawn to dusk only.

Charcoal from permitted grills shall not be removed from the grills until the charcoal has been thoroughly extinguished.

In addition, we strongly encourage our residents to attend public displays of fireworks and limit their personal use of fireworks to those that do not leave the ground, and refrain from using aerial firework devices.

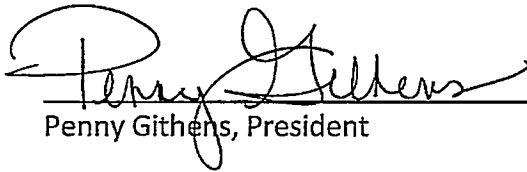
Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions and, particularly, to Section 10-14-3-29 of the Indiana Code.

During an Emergency Burn Ban, all residents are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and Emergency Management forces in executing emergency plans, and to obey and comply with the lawful directions of properly identified officers.

All public officials and employees of Monroe County are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives whether state or local.

This Declaration will remain in effect until November 20, 2023 unless further ordered by the Monroe County Board of Commissioners.

MONROE COUNTY BOARD OF COMMISSIONERS by its President:


Penny Githens, President

11/13/23
Date

ATTEST:


Monroe County Auditor

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending

October

2023

MONROE COUNTY

CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded).....	\$ 19,256,410.48
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Advance Tax Draws(neg).....	0.00
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	494,834.36
12 Vehicle license Excise Tax.....	4,689,056.76
13 Sewage Collections.....	0.00
14 Vehicle Sharing.....	490.43
15 Aircraft License Excise Tax.....	2,152.13
16 Auto Rental Excise Tax.....	184,734.03
17 Watercraft Title and Registration Fees (Boat Excise Tax)	165,329.64
18 Lotto Excise Tax Cut.....	1,797,078.27
19 Heavy Equipment Rental.....	362,577.80
20 Negative Exp Downtown TIF adjustment.....	0.00
21 Total Balances of all Ledger Accounts - Cash.....	146,410,090.33
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 173,363,754.23

CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 141,220,599.43
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 32,142,154.80
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27	
28	
29	
30 Total	\$ 173,363,754.23
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	\$ 0.00
33 Proof.....	\$ 173,363,754.23 \$ 173,363,754.23
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 141,220,599.43
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(603,508.08)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 132,722,355.76
37 Deposits in Transit (Detail on Reverse Side).....	9,101,751.75
38 Proof.....	\$ 132,722,355.76 \$ 132,722,355.76

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

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

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

Dated this 15th day of November 2023



County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.

- Original (White) --To be filed with County Auditor for Board of Finance.
Duplicate (Blue) -- To be filed with County Auditor for Board of Commissioners.
Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) --To be retained by County Treasurer.

FILED

NOV 13 2023


Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY
Month ending

October 31, 2023

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Oct-23

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

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$17,976,354.80	(\$344,112.77)	(\$602,247.92)	\$17,029,994.11
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$1,260.16)	(\$1,260.16)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$2,381.70	\$0.00	\$2,381.70
005 - FFB Credit Card 5324	\$651,334.17	\$3,716.06	\$0.00	\$655,050.23
006 - FFB General 5535	\$35,483,528.57	(\$157,515.30)	\$0.00	\$35,326,013.27
013 - German American 3108	\$3,049,495.25	(\$14,104.14)	\$0.00	\$3,035,391.11
014 - TI TRECS 0001	\$74,728,553.33	\$9,614,771.83	\$0.00	\$84,343,325.16
027-ONB MC 20 Cap 80-0424-04-6	\$833,074.48	(\$3,385.57)	\$0.00	\$829,688.91
029 - FFB ARPA Fund 7568	\$0.00	\$0.00	\$0.00	\$0.00
030-ONB MC2021 Bond Hunter Valley	\$15.16	(\$0.06)	\$0.00	\$15.10
Depository Totals	\$132,722,355.76	\$9,101,751.75	(\$603,508.08)	\$141,220,599.43
007 - MS7203004 road & street	\$57,377.66	\$0.00	\$0.00	\$57,377.66
008 - MS7203017 cum bridge	\$37,395.63	\$0.00	\$0.00	\$37,395.63
009 - MS7202940 aviation gen	\$13,354.21	\$0.00	\$0.00	\$13,354.21
010 - MS7202979 aviation constr	\$29,257.66	\$0.00	\$0.00	\$29,257.66
011 - MS7202924 aviation building	\$43,017.51	\$0.00	\$0.00	\$43,017.51
012 - MS7202953 property re-assesmt	\$7,784.99	\$0.00	\$0.00	\$7,784.99
017 - Redev-80-0267-02-3	\$0.00	(\$245.42)	\$0.00	(\$245.42)
018 - Redev-80-0267-01-5	\$0.00	(\$4.45)	\$0.00	(\$4.45)
019 - Redev-80-0306-01-1	\$1,079.52	(\$4.37)	\$0.00	\$1,075.15
020 - Redv com 80-0306-03-7	\$311,816.72	(\$1,267.21)	\$0.00	\$310,549.51
021 - Bank of New York Mellon/Holdings	\$14,107,008.30	(\$5,199.31)	\$0.00	\$14,101,808.99
022-ONB MC18 Bond Int 80-0386-01-3	\$45.40	(\$0.13)	\$0.00	\$45.27
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$1,437.37	(\$5.78)	\$0.00	\$1,431.59
026-ONB MC 20 Debt 80-0424-03-8	\$541,507.15	(\$2,200.65)	\$0.00	\$539,306.50
032-FFB C.D. 7701016934	\$7,000,000.00	\$0.00	\$0.00	\$7,000,000.00
033-JC Bank CD 6588654	\$10,000,000.00	\$0.00	\$0.00	\$10,000,000.00
Investment Totals	\$32,151,082.12	(\$8,927.32)	\$0.00	\$32,142,154.80
				<-Investments Balance
				Warrants & Deposits in Transit
Totals	\$164,873,437.88	\$9,092,824.43	(\$603,508.08)	\$173,362,754.23
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
ADVANCE CKS FOR SETTLEMENT				
(Checks and other items returned by depositories and in process of collection at close of month)				
Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)
				Amount

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

MONTHLY REPORT OCTOBER 2023

Charges:

1	Fees payable to the State	\$	432,237.64
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	65,002.66
3	Bank Discrepancy	\$	11,601.71
4	Trust Funds (Bonds/Other)	\$	2,085,367.56
5	Trust, Refunds	\$	300.07
6	Trust, Judgment Collections	\$	35,733.39
	ISETS Child Support Collections	\$	20,782.98
	Interest-bearing Accounts Payables	\$	3,360.36
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>2,655,886.37</u>

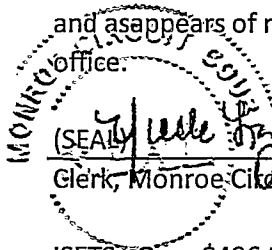
Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,630,243.03
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	20,782.98
	Interest-Bearing Saving Account	\$	3,360.36
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>2,654,386.37</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,655,886.37</u>

21	Balance in All Depositories	\$	2,743,292.54
22	Deduct: Outstanding Checks	\$	(140,329.40)

23	Net Depository Balance		
24	Deposits in Transit	\$	44,814.13
25	Bank Fees	\$	100.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	5,316.10
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,654,386.37
31	PROOF	\$	2,654,386.37

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.



(SEAL) Julie Anne Browne
Clerk, Monroe Circuit Court

SETS Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	11,665.86
Credit Card deposited in Bank	-6,210.56
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	
Total Misc Adjustments	5,316.10

Copy for Commissioners
Copy for Board of Finance
Copy for State Board of Accounts @
E418 Government Center South
Indianapolis, IN 46204



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

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:

GRANT AGREEMENT

Contract #0000000000000000000078757

This Grant Agreement (this "Grant Agreement"), entered into by and between Indiana Department of Correction (the "State") and MONROE COUNTY (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 **\$1,528,120.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A (Special Conditions)** and **Exhibit B (Budget Summary)**, and **Exhibit C (Annual Financial Report for Non-governmental Entities)** of this Grant Agreement, which are 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 § 11-12 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: Adult Community Corrections & Justice Reinvestment Grants

2. Representations and Warranties of the Grantee.

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

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A (Special Conditions)** and **Exhibit B (Budget Summary)**, **Exhibit C (Annual Financial Report for Non-governmental Entities)**, and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

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

4. Term. This Grant Agreement commences on **January 01, 2024** and shall remain in effect through **December 31, 2024, which is the date the grant performance must be completed.** Unless otherwise provided herein, it may be extended upon the written agreement of the parties

and as permitted by state or federal laws governing this Grant and may include additional grant awards, all to be in conformance with IC 5-22-17-4.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$1,528,120.00**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within **15** calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **15** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **15** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

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

A. whether Project activities are consistent with those set forth in **Exhibit A (Special Conditions), Exhibit B (Budget Summary), Exhibit C (Annual Financial Report for Non-governmental Entities)**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B (Budget Summary)** and that unpaid costs have been properly accrued;

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

8. 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, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C (Guidelines for Non-governmental Entities)**.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-**

10.5 prior to the execution of this Grant 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.

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:
Liz Darlage
302 West Washington Street Room E334
Indianapolis, IN 46204
EDarlage@idoc.in.gov
- B. Notices to the Grantee shall be sent to:
Honorable Mary Ellen Diekhoff
301 North College Avenue
Bloomington, IN, 47404
EDarlage@idoc.in.gov

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 Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State 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 effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

24. Federal and State Third-Party Contract Provisions. Deleted -- not applicable.

25. 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.

26. 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 OAG/ IDOA *Professional Services Contract Manual* or the 2022 *SCM Template*) in any way except as follows:

Clause 1. Modified

Clause 3. Modified

Clause 4. Term Added Language

Clause 7. Modified

Clause 8. Modified

Clause 24. Federal and State Third-Party Contract Provisions -- Removed

Clause 25. Tax-Exempt Bond Requirements -- Removed

Non-Collusion, Acceptance

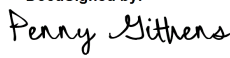
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, 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: 
1E0F5FF84AC4468...

Title: President- Penny Githens

Date: 11/16/2023 | 13:58 EST

Indiana Department of Correction

By:

Title:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on July 26, 2023.***

FA 23-25

In Process

Exhibit A

Special Conditions

The Grantee agrees to comply with the Special Conditions outlined below

I. Community Corrections Advisory Board

Grantee agrees to establish and maintain a Community Corrections Advisory Board (CCAB) pursuant to IC 11-12-2-2 and this Grant agreement.

A. Community Corrections Advisory Board shall:

1. Formulate the corrections plan and the application for financial aid;
2. Observe and coordinate the operation of community corrections programs in the county;
3. Make an annual report to the county fiscal body, county executive, or, in a county having a consolidated city, the city-county council containing an evaluation of the effectiveness of programs receiving financial aid under IC 11-12 and recommendations for improvement, modification, or discontinuance of these programs;
4. Recommend to the county executive or, in a county having a consolidated city, the city-county council, the approval or disapproval of agreements with units of local government or non-governmental agencies that desire to participate in the community corrections plan;
5. Adopt and follow bylaws for the conduct of its own business;
6. Hold a regular meeting at least one (1) time every three (3) months and at other times as needed to conduct all necessary business. Dates of regular meetings shall be established at the first meeting of each year;
7. Comply with the public meeting and notice requirements under IC § 5-14-1.5;

II. Community Corrections & Justice Reinvestment Grant Procedural Manual and Indiana Department of Correction State Policies

Grantee agrees to comply with all policies as outlined within the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) and/ or Indiana Department of Correction State Policies. The Department will notify all grantees of changes or revisions to the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) or Indiana Department of Correction State Policies. Grantees shall have thirty (30) days from the date the notification is issued to review and comply with said changes. If compliance with the revisions will require longer than the allotted period, grantees must submit a reasonable plan for compliance to the Department no later than thirty (30) days following the notification of revisions.

III. Reporting

- a. Grantee agrees to submit progress and other reports to the Department in accordance with Department procedures, rules, and regulations and in precise formats and timeframes prescribed by the Department.

- b. Grantee agrees to maintain statistical records for the period of the grant cycle in the format and frequency as established by [Community Corrections & Justice Reinvestment Grant Procedural Manual](#).
- c. The Grantee shall prepare and submit to the Department a progress report comprised of the statistical data or other information pursuant to the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) instructions.
- d. The Grantee shall upload data transmissions into the Department's grant management system or by the means prescribed by the Department.
- e. Entities that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines are subject to the non-compliance procedures outlined in the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#) and may be subject to holds on their funding until such issues are rectified.
- f. Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the grant cycle.

IV. Funding

The Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department if such changes are determined by the Department to be in the best interests of the Project.

If the Grantee is not the recipient of a Community Corrections Grant from the Department for the next grant cycle, Grantee agrees to refund to the State of Indiana any funds from the grant not expended or encumbered in the approved performance of this Agreement. If Grantee is the recipient of a Community Corrections Grant from the Department for the next grant cycle, a sum equal to such funds not expended or encumbered from this grant shall be subtracted from the new grant and the funds remaining with the Grantee may be used in furtherance thereof.

V. Accounting: Non-Co-Mingling of Funds

Grantee agrees to establish a separate fund to be known as the "Adult Community Corrections Grant Fund" for each grant entity for the purpose of receiving and disbursing funds pursuant to this Agreement. This fund shall be used only for funds received pursuant to this Agreement and shall not be co-mingled with any other funds received by the County Community Corrections Agency. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request.

Grantee further agrees that a Community Corrections Program established under IC § 11-12-2-1 that collect Community Corrections Project Income (i.e., user fees under IC § 11-12-2-12 or home detention user fees under IC 35-38-2.5-8 (c)) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department. A separate fund shall be established for project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

User fees and other funds collected by Project components funded under this Grant Agreement shall be included in the Community Corrections Project Income Fund unless the collection and maintenance of those funds is mandated elsewhere under Indiana Code, including but not limited to:

Probation User Fees collected under IC § 35-38-2-1;
 Problem Solving Court Fee under IC § Code 33-23-16-23;
 Pretrial Services Fee under IC § 35-33-8-3.3; and
 Deferred Prosecution Fee under IC§33-37-5-17.

VI. Accounting: Maintenance of Records

The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project grant funds.

Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures, and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

User fees and other funds that are collected by Project components funded under this Grant Agreement but that are not included in the Community Corrections Project Income Fund, (such as probation user fees collected under Indiana Code 35-38-2-1 et seq) shall be subject to the account, records, and ledger requirements of this section.

VII. Project Monitoring

Grantee agrees to allow the Department and State Board of Accounts to audit program activities and examine the records of the county's Community Corrections grant fund or funds created as a result of support by the Community Correction grant fund. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

The Department may conduct an on-site monitoring review of the project. Such monitoring review may document the following:

- A. Whether project activities are consistent with those set forth in Exhibit A, the grant applications, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B, attached hereto and incorporated herein.
- C. A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any.

VIII. Grant Payments

The grant payments shall be made in the amount of the total remuneration divided by the number of months in the grant period. Said funds shall be paid monthly in arrears as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department shall only distribute those funds necessary to fund the Community Corrections plan (as defined in IC §11-12-2-4).

All claims for payment hereunder must be certified to the Department by the Auditor of the County.

All grant payments shall be made payable to the Auditor of the County. For multi-county Community Corrections agencies, grant payments shall be made payable to the Auditor of the county named as the fiscal contact for the grant.

IX. Subcontractors

All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

All subcontracts regarding Electronic Monitoring must adhere to the standards outlined under IC § 35-38-2.7 et seq.

Grantee agrees that any subcontractors shall be required to meet all State and Federal licensing requirements.

X. Standards and Licensing

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Grantee pursuant to this Contract. The State will not pay the Grantee for any services performed when the Grantee, its employees, or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

Residential care programs shall be conducted in such a manner as to meet the standards promulgated by the State Board of Health, the State Fire Marshal and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

All court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference.

XI. Community Corrections Residential Centers

A Community Corrections Residential Center is a community-based residential or work release program in a minimum-security correctional facility overseen by the Community Corrections Advisory Board.

If a Community Corrections Residential Center is operated, the facility must have an inspection completed by the Indiana Association of Community Correction Act Counties (IACCAC) Residential Advisory Committee, the Department or an outside agency approved in advance by either the Department or the IACCAC Residential Advisory Committee to conduct inspections of such facilities. Inspections must be completed on a biennial basis at minimum.

Grantee must forward an electronic copy of the inspection report to the Department within forty-eight (48) hours of receiving it.

If the inspection report requires that improvements or revisions be made to the program, facility, or any of the components thereof, a plan of correction must be submitted electronically to the Department within twenty-four (24) hours of submission to the IACCAC Residential Committee or other organization performing the inspection. The Grantee will address any life health/safety issues observed within 24 hours and document this on a plan of correction submitted to the inspecting organization and the Department. The Grantee will address any non-life health/safety issues observed within 7 days and document this on a plan of correction submitted to the inspecting organization and Department. Results and documentation from any follow-up inspections must be submitted electronically to the Department within forty-eight (48) hours of receipt by the Grantee.

The Community Corrections Residential Center will provide a safe and secure environment for residents, as well as provide safety of the staff and community. The Community Corrections Residential Center will utilize evidence-based practices and provide residents access to community resources and opportunities to increase pro-social behavior and relationships while in a controlled setting. The overall goals of a Community Corrections Residential Center are to:

1. Provide a sentencing alternative to incarceration for moderate and high-risk individuals in a community-based setting.
2. Provide placement as a sanction for community supervision violators.
3. Provide moderate and high-risk residents an opportunity for re-entry/transition from incarceration to their home community.

The Grantee agrees to:

1. Supervise, manage, and provide access to programming, treatment, and services for its residents in accordance with standards outlined by the American Correctional Association (ACA)
2. Provide all programming, treatment, and services in accordance with state and federal laws, Indiana Administrative Code, the Grant Agreement, Community Corrections & Justice Reinvestment Grant Procedural Manual, and all applicable IDOC Policy and Procedures.

3. Comply with all governmental regulatory requirements related to employment and personnel practices
4. Adhere to all fiscal policies, circulars, and requirements of the Department. In addition, resident earnings shall be deposited into a local account daily upon receipt, individual resident accounts may be maintained within a system that is accountable to all transactions and reporting requirements. Calculations of subsistence due shall be based on agency established fees approved by the Community Corrections Advisory Board.
5. Provide for resident rights in accordance with Indiana Code.

- a. Residential Physical Plant

The facility must comply with applicable federal and state health, sanitation, safety, and fire laws, the Community Corrections & Justice Reinvestment Grant Procedural Manual, and applicable IDOC Policy and Procedures.

- b. Residential Staffing

Staffing for the Community Corrections Residential Center shall be consistent with the rated capacity, physical plant, and procedural needs of each facility. The center shall be staffed twenty-four (24) hours per day, seven (7) days per week according to the proposed staffing level approved by the Community Corrections Advisory Board and in accordance with best correctional practices.

The Community Corrections Residential Center staff shall be able to perform, the following tasks, including but not limited to:

1. Provide a safe, secure, and structured environment affording residents the opportunity to benefit from the program.
2. Provide access to necessary medical treatment to all residents.
3. Provide access to food service to all residents.
4. Provide necessary administrative support functions such as fiscal responsibilities.

- c. Residential Policies

The Community Corrections Residential Center will incorporate and implement the following policies and procedures, including but not limited to:

1. Resident Eligibility Criteria
2. Access to Health Care
3. Emergency & Evacuation Procedures
4. Personal Property
5. Resident Dress Code
6. Financial Management
7. Count Procedure
8. Disciplinary Policy
9. Work Details
10. Living Area
11. Meal Procedures

12. Entering and Leaving the Facility
13. Recreation
14. Visitation
15. Mail
16. Laundry
17. Telephones
18. Consequences of Escape
19. Resident Grievance Process

The agency shall provide each resident with a written copy of the Community Corrections Residential Center Rules and Regulations (Participant Handbook) upon arrival and shall receive verbal instruction during a Community Corrections Residential Center Orientation. Residents shall be advised in the Orientation that violation of these Facility Rules and Regulations may result in disciplinary action. All staff shall be familiar with the established Rules and Regulations and shall enforce them in a fair and consistent manner.

XII. Evidence-Based Practices

Grantee shall follow, implement, and utilize evidence-based practice models for both post-conviction and pre-trial individuals. Programs receiving state grant funding that supervise post-conviction participants must supervise participants and provide programs and services consistent with all Principles of Effective Intervention published by the National Institute of Corrections.

Principles of Effective Intervention include:

1. Assess Actuarial Risk/Needs
2. Enhance Intrinsic Motivation
3. Target Interventions
4. Skill Train with Directed Practice
5. Increase Positive Reinforcement
6. Engage Ongoing Support in Natural Communities
7. Measure Relevant Processes/Practices
8. Provide Measurement Feedback

Pre-trial participants should be supervised according to the Pretrial Services Rules as set by the Judicial Conference of Indiana and consistent with best practices, as taken from the American Bar Association's Standards for Criminal Justice, Pretrial Release (2002) and the National Association of Pretrial Services Agencies' Standards on Pretrial Release (2004). Pretrial supervision should also conform with Indiana Criminal Rule 26.

a. Assessments

Grantee will certify the appropriate staff in the Indiana Risk Assessment System (IRAS) and Indiana Youth Assessment System (IYAS) as applicable for completing primary risk and needs assessments according to the policies adopted by the Judicial Conference of Indiana and Indiana Department of Correction. Assessment data for all IRAS and IYAS assessments will be entered into the Incite application provided by

the Judicial Automation and Technology Committee. The Indiana Department of Correction may request data collected from the INcite application.

XIII. Property Rights

All fixed assets purchased with funds provided through this Grant Agreement or generated through Project Income remain the property of the Community Corrections program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the [Community Corrections & Justice Reinvestment Grant Procedural Manual](#).

XIV. HIPAA Compliance

If this grant involves services, activities, or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

XV. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

EXHIBIT B
Budget Summary
Exhibit B

CY2024 Community Corrections &
Justice Reinvestment Funding Summary

Advisory Board Name: [Monroe](#)

Fiscal Body: [Monroe](#)

Entity	Award
Community Corrections	\$1,049,167.00
Community Supervision	\$1,049,167.00
Residential/ Work Release	
Drug Court	\$157,711.00
Mental Health Court	\$49,376.00
Veterans Court	
Reentry Court	
Domestic Violence Court	
Alcohol & Drug Program	
Probation	
Pretrial Services	\$271,866.00
Prosecutor's Diversion	
Jail Treatment	
Total Advisory Board Award	\$1,528,120.00

Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2024

COUNTY BUDGET SUMMARY

ADVISORY BOARD NAME: **Monroe**

ENTITY: **CC Community Supervision**

AGENCY NAME: **Monroe County Community Corrections**

Personnel Summary							
	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
Salary	\$ 713,941.00	\$ 269,551.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 933,492.00
Fringe	\$ 335,226.00	\$ 76,153.00	\$ -	\$ 3,825.00	\$ -	\$ -	\$ 415,204.00
Total	\$ 1,049,167.00	\$ 245,704.00	\$ -	\$ 53,825.00	\$ -	\$ -	\$ 1,348,696.00

Budget Summary							
Series	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
100	\$ 1,049,167.00	\$ 245,704.00	\$ -	\$ 53,825.00	\$ -	\$ -	\$ 1,348,696.00
200	\$ -	\$ 38,750.00	\$ -	\$ -	\$ -	\$ -	\$ 38,750.00
300	\$ -	\$ 33,600.00	\$ -	\$ -	\$ -	\$ 142,500.00	\$ 176,100.00
400	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00
Total	\$ 1,049,167.00	\$ 319,304.00	\$ -	\$ 53,825.00	\$ -	\$ 142,500.00	\$ 1,564,796.00

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Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2024

COUNTY BUDGET SUMMARY

ADVISORY BOARD NAME: **Monroe**

ENTITY: **Drug Court**

AGENCY NAME: **Monroe County Community Corrections**

Personnel Summary							
	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
Salary	\$ 102,817.00	\$ 51,465.00	\$ 12,500.00	\$ 150,988.00	\$ -	\$ 80,499.00	\$ 397,269.00
Fringe	\$ 55,894.00	\$ 18,754.00	\$ 957.00	\$ 61,652.00	\$ -	\$ 31,597.00	\$ 168,854.00
Total	\$ 157,711.00	\$ 70,219.00	\$ 13,457.00	\$ 212,640.00	\$ -	\$ 112,096.00	\$ 566,123.00

Budget Summary							
Series	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
100	\$ 157,711.00	\$ 70,219.00	\$ 13,457.00	\$ 212,640.00	\$ -	\$ 112,096.00	\$ 566,123.00
200	\$ -	\$ 8,500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 9,500.00
300	\$ -	\$ 5,675.00	\$ 16,150.00	\$ -	\$ -	\$ 72,500.00	\$ 94,325.00
400	\$ -	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,500.00
Total	\$ 157,711.00	\$ 84,894.00	\$ 31,607.00	\$ 212,640.00	\$ -	\$ 184,596.00	\$ 671,448.00

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Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2024
COUNTY BUDGET SUMMARY

ADVISORY BOARD NAME: **Monroe**

ENTITY: **Mental Health Court**

AGENCY NAME: **Monroe County Community Corrections**

Personnel Summary							
	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
Salary	\$ 31,493.00	\$ 25,291.00	\$ -	\$ -	\$ -	\$ -	\$ 56,784.00
Fringe	\$ 17,883.00	\$ 8,173.00	\$ -	\$ -	\$ -	\$ -	\$ 26,056.00
Total	\$ 49,376.00	\$ 33,464.00	\$ -	\$ -	\$ -	\$ -	\$ 82,840.00

Budget Summary							
Series	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
100	\$ 49,376.00	\$ 33,464.00	\$ -	\$ -	\$ -	\$ -	\$ 82,840.00
200	\$ -	\$ 2,250.00	\$ 350.00	\$ -	\$ -	\$ -	\$ 2,600.00
300	\$ -	\$ 1,675.00	\$ 5,025.00	\$ -	\$ -	\$ 5,000.00	\$ 11,700.00
400	\$ -	\$ 250.00	\$ 350.00	\$ -	\$ -	\$ -	\$ 600.00
Total	\$ 49,376.00	\$ 37,639.00	\$ 5,725.00	\$ -	\$ -	\$ 5,000.00	\$ 97,740.00

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Exhibit B

Community Corrections & Justice Reinvestment Grants

CY2024

COUNTY BUDGET SUMMARY

ADVISORY BOARD NAME: **Monroe**ENTITY: **Pretrial Services**AGENCY NAME: **Monroe County Community Corrections**

Personnel Summary							
	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
Salary	\$ 187,005.00	\$ 104,979.00	\$ -	\$ -	\$ 159,496.00	\$ -	\$ 451,480.00
Fringe	\$ 84,861.00	\$ 36,537.00	\$ -	\$ -	\$ 60,153.00	\$ -	\$ 181,551.00
Total	\$ 271,866.00	\$ 141,516.00	\$ -	\$ -	\$ 219,649.00	\$ -	\$ 633,031.00

Budget Summary							
Series	Grant	Project Income	User Fees	County General	IOCS Grant	Other	Total
100	\$ 271,866.00	\$ 141,516.00	\$ -	\$ -	\$ 219,649.00	\$ -	\$ 633,031.00
200	\$ -	\$ 7,250.00	\$ -	\$ -	\$ -	\$ -	\$ 7,250.00
300	\$ -	\$ 4,150.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 29,150.00
400	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
Total	\$ 271,866.00	\$ 153,416.00	\$ -	\$ -	\$ 219,649.00	\$ 25,000.00	\$ 669,931.00

Page 5 of 5

EXHIBIT C -- Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 11/29/23

Formal ☒

Work session ☐

Department Recorder

Title to appear on Agenda: Disaster Recovery as a Service for 2024

Vendor # CSI 19653

Executive Summary:

Business continuity focuses on keeping business operational during a disaster. Because of the role the Recorder's Office plays in land records management, disaster recovery is a vital consideration to prevent interruption of service to our community.

Computer Systems Inc (CSI) is our current software provider, and stores our data and images in the CSI Cloud Backup. Within four hours of notification by us, CSI will restore the software to our local production server and restore the data and images from the Cloud Access System to get us back up and running. If there is a problem with this, CSI will provide a Cloud Access System specific to our county so we can retrieve the data that way.

This is a renewal of our annual Disaster Recovery agreement with CSI.

Fund Name(s):

Recorder's Perpetuation Fund

Fund Number(s):

1189-30006.000

Amount(s)

\$2170.74

Presenter: Amy Swain, Recorder

Speaker(s) for Zoom purposes:

Name(s)

Amy Swain

Phone Number(s)

812-349-7315

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

Attorney who reviewed: Cockerill, Jeff

CSI-Computer Systems, Inc
 12975 Parkside Drive
 Fishers, IN 46038-3864

INVOICE

Invoice Number: 24-4015
 Invoice Date: Jan 1, 2024
 Page: 1
Duplicate

Voice: 317 913 4160
 Fax: 317 913 4175

Bill To:
 Monroe County Recorder
 Attn: Amy Swain
 100 W Kirkwood Ave, #122
 Bloomington, IN 47404

Ship to:
 Monroe County Recorder
 Attn: Amy Swain
 100 W Kirkwood Ave, #122
 Bloomington, IN 47404

Customer ID	Customer PO	Payment Terms	
1353RE		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
Wood J	US Mail		1/11/24

Quantity	Item	Description	Unit Price	Amount
1.00	JTSSMA-DRaaS	Disaster Recovery as a Service for 2024	2,170.74	2,170.74
Subtotal				2,170.74
Sales Tax				
Total Invoice Amount				2,170.74
Payment/Credit Applied				
TOTAL				2,170.74

Check/Credit Memo No:

DISASTER RECOVERY SERVICES AGREEMENT

This Disaster Recovery Services Agreement (hereinafter "Agreement") is between CSI - Computer Systems, Inc. (hereinafter "CSI"), and Monroe County, IN (hereinafter "County").

The parties hereto agree as follows:

I. DEFINITIONS

The following terms, as used herein shall have the following meanings:

1. Licensed Software - means such software (in executable form), documentation, file layouts and other tangible or intangible information included in CSI's Title 1 applications and related to the operation thereof which are the intellectual properties of CSI.
2. System Software - means such software, documentation and other tangible or intangible information constituting the network server or personal computer operating system software packages, database development software, word processing, ad hoc report writer software, or any other non-CSI developed software; and related to the operation thereof as have been licensed to CSI, or others for redistribution and sublicensing and as have been or are hereafter delivered or disclosed by CSI to County or County's employees.
3. Backup - shall mean a copy of all Licensed Software data and electronic images.
4. Cloud – shall mean the storage solutions provided with various capabilities to store and process data in off-site data centers.
5. Cloud Access System – A storage solution that provides a user with remote and secure access by the Internet to the Licensed Software and System Software with data and images recovered from the Backup.
6. Disaster – is any unplanned event or incident that prevents access to the data and images necessary to resume critical business operations after a natural or human-induced event or incident.
7. DRaaS - shall mean Disaster Recovery as a Service and is a cloud based repository and backup of all Licensed Software data and images and the recovery process of regaining access to the data and images necessary to resume critical business operations after a natural or human-induced disaster.
8. Media Copy - shall mean the objects on which data and images can be stored. These objects include tapes and hard drives. The term 'media' will be used interchangeably with tape and hard drive backup.

II. AGREEMENT TERM

1. The Agreement Term is effective only upon the execution by the parties and will continue for a term of one (1) year from January 1, 2024 through December 31, 2024. Thereafter, this Agreement must be renewed and either party may cancel this Agreement as detailed herein or elect not to renew this Agreement.

III. DRaaS PRICING

1. DRaaS pricing is based upon the volume all data and images that are stored in the CSI Cloud Backup. The Agreement will establish a Base Cloud Backup Volume

and an Agreement Term that will be reviewed annually to determine the actual volume of data stored in the CSI Cloud.

2. DRaaS Pricing:

A. One Year Term - \$2,170.74 per year for the Base Cloud Backup Volume.

1. Base Cloud Backup Volume = 400 GB.

IV. PAYMENT TERMS

1. Payments for the DRaaS Agreement Term are due annually beginning January 1 of each calendar year and are to be paid in advance. CSI can prorate the annual payment to coincide with a January 1 to December 31 calendar year.
2. In the event fees for this Agreement become delinquent by more than sixty (60) days, this Agreement shall be suspended. CSI shall be entitled to all past due and current due charges plus interest at 1.5% per month plus collection and attorney fees.

V. CSI RESPONSIBILITIES

1. CSI will provide DRaaS services for the pricing and term per the Agreement detailed herein.
2. Cloud Backup. The Cloud Backup will store data and images that can be recovered up to the maximum of one year from the date of the disaster.
3. Local Backup. CSI will setup a local Backup system on the media recommended by CSI. The Local Backup system will be the primary source for DRaaS services.
4. Licensed Software maintenance. CSI will provide all maintenance of Licensed Software as detailed in a separate agreement upon payment by County of such maintenance fees.
5. DRaaS Services. CSI will begin to provide DRaaS services within 4 hours of notification by County of a disaster.
6. Security. CSI will encrypt all of the data and images at the local server and transfer the data and images using a secured connection and stored encrypted data and images in the Cloud Backup.
7. Monitoring Services. CSI will monitor the Backup Monday thru Friday each week for any problems.
8. Testing Services. CSI will test the restore of the Backup to a CSI server twice during the term of this Agreement
9. Cloud Access System. In the event that the Licensed Software and System Software cannot be restored on the local production server for DRaaS services within a 24 hour period, CSI may provide a Cloud Access System for the County. If CSI provides for the Cloud Access System and once the Licensed Software and System Software have been restored to the local production server, CSI will restore the data and images from the Cloud Access System to the local production server.

VI. RECORDER RESPONSIBILITIES

1. County will provide at least one local Backup on the media recommended by CSI.
2. Incident Detection. County is responsible to notify CSI in the event of an incident

of lost data and of any disaster and loss of access to Licensed Software data and images.

3. County is responsible for the restoration of the Licensed Software, System Software and hardware in the event of a disaster before CSI can provide DRaaS services.
4. County will provide CSI remote and secure access to the local Backup and production server that is operating the Licensed Software and System Software. CSI prefers a Virtual Private Network (VPN) access.
5. County is to provide the secure internet access and VPN capabilities to access the Cloud Access System.

VII. WARRANTIES AND LIMITATIONS

1. DRaaS services. CSI is not responsible for any cost or damage associated with any breach or hacking of the CSI Cloud Backup, Cloud Access System or any data stolen or accessed, the loss of use of the Backup, Licensed Software, System Software or any other resources, loss of business or profits, any loss of data, any third party claims, or costs associated with a breach or hacking of the CSI Cloud Backup or Cloud Access System.
2. Ownership and Authority. CSI warrants that it has full power and authority to grant the rights granted by this Agreement to Recorder with respect to Licensed Software, System Software and DRaaS services without the consent of any other person; and that neither the performance of services by CSI nor the license of and use by Recorder of the Licensed Software will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
3. Warranties Not Affected by Lease. All representations, certifications, and warranties under this Agreement shall extend through and survive the term of any lease agreement entered into by Recorder in conjunction with the Licensed Software, and services provided under this Agreement, notwithstanding any action by Recorder to pledge, mortgage, or lease its interest, so long as the Licensed Software is properly possessed and used by Recorder.
4. CSI's Liability to the Recorder for damages from any cause whatsoever and regardless of the form of an action, whether in contract or in tort, including negligence, hacking or breach of the CSI Cloud Backup shall not exceed the charges paid or payable for one (1) year of DRaaS that is the subject matter of or is directly related to the cause of action arose. This limitation will not apply to claims for personal injury or damage to real or tangible personal property caused by CSI's negligence.
5. No action (whether in contract or in tort, including negligence) arising out of the performance of CSI under the Agreement may be brought by either party more than eighteen (18) months after the cause of action has arisen except an action for nonpayment may be brought within eighteen (18) months of the date of the last payment.
6. In no event will CSI be liable for any cost or damage associated with the loss of use of the DRaaS Backup, Licensed Software, System Software or any other resources, for any lost data, loss of business or profits, any third party claims, cost of substitute

programs or any other special, indirect or consequential damages even if CSI has been advised of or should have known of the possibility of such damages or for any claim against the County by any other party. This includes the conversion by CSI of data from another system to the Licensed Software, conversion of existing data to new releases or enhancements of Licensed Software or any data transferred to Licensed Software whether provided by CSI or converted by CSI. CSI will take all reasonable precautions to ensure that the data is correct, but does not guarantee the accuracy of such data. Recorder agrees to verify and take responsibility for all data contained in Licensed Software. CSI agrees to assist Recorder in correcting any errors identified by Recorder as a result of any conversion or transfer of data to the Licensed Software. Any errors as a result of the transfer or conversion of data to Licensed Software by County or County Representative are not the responsibility of CSI to correct. CSI may agree to assist County at CSI's then current hourly rate. CSI assumes no responsibility for obsolescence of the Licensed Software programs or documentation.

7. The County agrees to indemnify and defend CSI for any claims by third parties which are occasioned by or arising from CSI's performances pursuant to instructions of the Recorder including DRaaS services for County.
8. In providing service, CSI does not assure uninterrupted operation of the Licensed Software and CSI is not responsible for failure to render services due to causes beyond its control or failure of the system software, hardware and/or equipment for which the Licensed Software is to function on.
9. CSI makes no other representations or warranty express or implied with respect to any Licensed Software hereunder, including without limitation, any representation or warranty as to its merchantability or fitness for any intended use. CSI shall have no liability hereunder for any incidental or consequential damages arising out of this Agreement or out of the Licensed Software.
10. THESE WARRANTIES ARE MADE TO AND FOR THE BENEFIT OF RECORDER ONLY. CSI MAKES NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE WARRANTIES STATED ABOVE ARE HEREBY DISCLAIMED BY CSI AND EXCLUDED FROM THIS AGREEMENT.

VIII. SOFTWARE LICENSES, CONFIDENTIALITY AND MAINTENANCE

1. Licensed Software: In accordance with the terms herein, CSI hereby grants to Recorder, and Recorder accepts from CSI, a perpetual, nontransferable, nonexclusive license to use Licensed Software as developed or otherwise delivered under the provisions of this Agreement. The Licensed Software license rights include only the executable versions. The Licensed Software shall be operated only at location(s) identified as County's Facility. Recorder has the right to access or produce an ASCII file of the Licensed Software file layouts subject to the execution of an acceptable Non-Disclosure Agreement between CSI, County and any third-party agent of County. Any use of or access to the Licensed Software file layouts are confidential information and are subject to the executed Non-Disclosure Agreement and all confidentiality requirements detail in this

Agreement. Workstations may be located elsewhere, provided that the Licensed Software reside in County's Facility. The Licensed Software license rights temporarily will be extended for use on backup equipment located other than in County's Facility for a reasonable period when County's computing equipment is not available. CSI shall at County's request provide to County any and all license agreements and/or warranties applicable to, whether or not County is a signatory thereto. CSI may provide to County upon request copies of all underlying software license under which CSI is granted right to sublicense hereunder.

2. **TITLE TO LICENSED SOFTWARE AND CONFIDENTIALITY**

AGREEMENT: The Licensed Software licensed hereunder including Source Code, and file layouts and all copies thereof are proprietary to CSI and/or to its licensor, and title thereto remains in CSI or its licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in CSI and/or its licensors except as provided herein. County shall not sell, transfer, publish, disclose, display or otherwise make available the Licensed Software, Source Code, file layouts or copies thereof to others except as provided herein. County agrees that during the term of license and thereafter, it will hold the Licensed Software, Source Code and file layouts in strict confidence, that it will not except as provided herein disclose or otherwise make the Licensed Software, Source Code and file layouts or any part thereof available to any third party including but not limited to accountants, attorneys, consultants, and other agents and servants in the course of County's business, and that it will take all reasonable steps and precautions to maintain the confidentiality of the Licensed Software, Source Code and file layouts. County further agrees that it will restrict use of the information provided hereunder solely to the field of use defined and granted in this Agreement, and will not use any information in tangible or intangible form which has been or may be delivered or disclosed to County or County's employees by CSI for the purpose of creating or attempting to create, or permitting others to create, the programs which operate the Licensed Software or any part of the Licensed Software except as may be permitted under this Agreement. Upon the termination of the Licensed Software license as detailed herein, County agrees to return to CSI all tangible portions of the Licensed Software, Source Code and file layouts together with all copies thereof at any time made by Recorder.

3. **Maintenance.** CSI shall maintain the Licensed Software at no additional charge, subject to County paying for the CSI Premium Software Maintenance Agreement and this Agreement, so that it operates in conformity with all descriptions and specifications in the Agreement and remains in compliance with applicable statutes, rules, regulations or practices of the State of Indiana, State Board of Accounts or other competent authority. CSI shall perform such services in a timely and professional manner by qualified personnel and that the services and software shall conform to the standards generally observed in the industry for similar services and software.

IX. DEFAULT AND TERMINATION OF AGREEMENT

1. County shall be in default hereunder upon the occurrence of any of the following

events: (1) if any sum of money owed by County hereunder is not paid when due and remains unpaid for a period of thirty (30) days or more after notice of default from CSI to County, unless CSI shall at the time be in default of this Agreement, (2) if any breach occurs of any provisions of the confidential disclosure agreement set forth herein, or (3) if any material breach by County occurs of any other term of this Agreement which is not cured by County within thirty (30) days after notice of such violation or failure has been given by CSI to County. County recognizes that said confidentiality is of considerable value to CSI and that in the event of any such default of the confidentiality or any other default, CSI shall have the option to at any time thereafter terminate this Agreement by giving notice of termination to County and thereupon all sums owed by County hereunder shall become immediately due and payable to CSI and CSI may proceed with any or all other appropriate remedies provided for by law.

2. CSI shall be in default hereunder in the event of (1) a breach by CSI of any warranty expressly set forth herein or a material breach by CSI of any other term or condition of this Agreement, and CSI shall fail to cure such breach within thirty (30) days after notice of such breach is given by County to CSI or (2) CSI makes an assignment for the benefit of creditors, or commences or have commenced against it any proceedings in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws. In addition to any other remedies available to the County as provided in this Agreement, thirty (30) days following such notice of breach from County, County shall be entitled to terminate this Agreement by giving notice of termination to CSI. County has the option of continuing use of the Licensed Software provided payment of the same.
- A. Cancellation of Agreement. CSI or County may elect to cancel this Agreement prior to the expiration of the Agreement Term herein for any reason by providing written notice. In the event this Agreement is canceled, CSI will entirely destroy and remove all data and images stored for the County in the CSI Cloud Backup. There will be NO REFUNDS or credits if County cancels the Agreement before the expiration of the one (1) year Agreement unless such cancellation by County is for just cause due to an uncured material breach of one or more of the terms of this Agreement by CSI in which case County shall receive a refund of any fees paid through the date of said breach.

X. GENERAL

1. This Agreement may be modified only by a written amendment duly signed by the authorized representative of both parties. Variances from the terms and conditions of this Agreement in any custom contract or other written notification will be of no effect.
2. Without the prior written consent of CSI, the County may not assign this Agreement. Any attempt by County to assign any of the rights or obligations of this Agreement without such consent is void.
3. If either party defaults in its obligation under this Agreement and the default continues for thirty (30) days after written notice thereof by the other party, this Agreement may be terminated by the other party without prejudice to any other remedy.
4. If either party on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion will

not prevent enforcement on any other occasion.

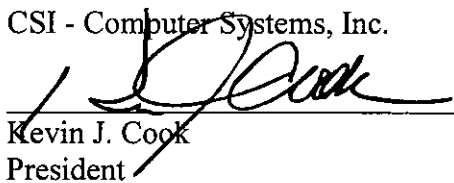
5. In compliance with IC 22-5-1.7-11, CSI has enrolled in the USCIS E-Verify Program, Company ID #483133 to verify that all CSI new hires and all employees (existing and new) directly performing work under Federal contracts, are authorized to work in the United States.

XI. AGREEMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written below, and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

CSI: CSI - Computer Systems, Inc.

BY:


Kevin J. Cook
President

DATE: 10/1/2023

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

AYES

NAYS

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner



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 Health Department is requesting approval of a service contract for radio advertising. This service contract will allow the Health Department to increase awareness of respiratory illnesses and preventative methods for staying safe throughout the winter season.

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:

CONDITIONS

[Modifications to the SRA/AAAA contract with BFM/BCA Liability Clause are shown in italics. Deletion is indicated by the work “(deletion)”.]

The person, firm, or corporation (including, but not limited to organizations know as advertising agencies, or buying services) contracting for radio time (hereinafter called AGENCY) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract will be governed by the following conditions:

1. PAYMENT AND BILLING

(A) STATION will bill AGENCY monthly, using the Final Sunday Fiscal Month, unless provided on the face of this contract.

(B) Invoices shall contain advertiser, brand (*if requested*), date and time of commercial announcement, cost, and if commercial code identifying each commercial announcement is supplied by AGENCY, such code for each commercial announcement, *if requested*. Reporting of commercial announcement times shall be within 30 minute blocks, except that exact times purchased will be reported as exact times STATIONS shall warrant that the information shown on invoice is true and correct and was taken from the Commercial Record produced and maintained at the STATION and, on request, will be made available for inspection by AGENCY or Advertiser, for a *maximum* of 12 months from the month of broadcast.

(C) Payments by AGENCY of items which are not in dispute (i.e. non-discrepant items(s) on each invoice is due within 15 days after receipt of invoice by AGENCY. If any discrepant item(s) exist on invoice AGENCY shall, within 10 days after receipt of invoice, send written notice of discrepant item(s) to STATION. STATION shall reply to AGENCY in writing within 15 days after receipt of notice of discrepant item(s).

(D) Notwithstanding to whom bills are rendered, advertiser, AGENCY and service, jointly and severally, shall remain obligated to pay STATION the amount of any bills rendered by station within the time specified and until payment in full is received by STATION. Payment by advertiser to AGENCY or to service, or payment by AGENCY to service, shall not constitute payment to STATION.

2. TERMINATION

(A) Announcements Contracts of two or fewer broadcast weeks duration are cancelable.

Contracts may be terminated by either party giving the other two weeks prior notice, but no such termination shall be effective until two broadcast weeks, as contracted for, have been broadcast following receipt of such notice Hiatus weeks, if part of order may count towards 2 weeks prior notice.

(B) Programs Contracts may be canceled upon 28 days prior notice, but no such cancellation shall be effective for the first 28 days of broadcasting.

(C) If AGENCY cancels contract, earned rates shall apply. If STATION cancels contract, AGENCY shall have the benefit of the same rates which it would have earned had it been allowed to complete the contract.

3. RENEWAL

Programs or announcements ordered at exact times or with specific adjacencies, may be renewed upon 28 days notice prior to contract.

4. FAILURE TO BROADCAST

(A) If due to any cause beyond STATION's control there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, STATION may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period, or make good, is acceptable to AGENCY, STATION shall allow AGENCY (i) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to such charges at time of purchase and (ii) with respect to a commercial announcement, an acceptable make good, or a reduction in the time charges equals to the amount of money assigned to the commercial announcement at time of purchase. AGENCY shall have the benefit of the same rates which would have been earned if there had been no interruption or omission in the broadcast.

(B) *In no event shall STATION be liable for any lost profits or other consequential damages arising from an interruption, non broadcast or mis-scheduling of any announcement or program contracted to be broadcast hereunder.*

5. SUBSTITUTION OF PROGRAMS

(A) STATION has the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be a public significance. In case of cancellation, STATION will notify AGENCY within 1 business day after such broadcast has been canceled.

(B) If AGENCY and STATION cannot agree upon a satisfactory substitute day and time, the broadcast time so pre-empted shall be canceled without affecting the rate, or rights provided under this contract; except that AGENCY shall not have to pay the canceled STATION charges (deletion)

6. RATES AND CHARGES

(A) STATION reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract unless the AGENCY is advised of such increase and its effective date and such increase is accepted by the AGENCY.

(B) Terms of combinability for discount broadcasts of a parent and/or it's subsidiary company(ies) within 52 weeks from the date of first broadcast under this contract, or from the start of a predetermined contract year, are subject to STATIONS's rate card.

(C) Terms of combinability of commercial announcements of various lengths, or in various locations, or combinability of programs with commercial announcements, are subject to STATION's rate card.

7. PROGRAM AND COMMERCIAL MATERIAL

(A) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by STATION, and all commercial announcement material shall be furnished by AGENCY. All expenses connected with the delivery of commercial announcements to STATION, and with return therefrom, if return is directed, shall be paid by AGENCY. STATION shall retain commercial material for 90 days after last broadcast and may destroy such material thereafter, unless otherwise instructed by AGENCY.

(B) STATION is required to advise AGENCY Broadcast Operations Desk by telephone and subsequently by written confirmation. If AGENCY furnished program or commercial material Scheduling Instructions do not arrive 3 business days in advance of broadcast date. If such

material and instruction do not arrive at STATION within 2 business days after station has notified AGENCY, STATION may either provide a make good, or bill AGENCY for the time reserved. STATION will exert all reasonable effort to broadcast material received from AGENCY despite late receipt.

(C) If, due to any cause beyond AGENCY's control, AGENCY cannot provide commercial and/or program material prior to scheduled broadcast hereunder, AGENCY shall not be liable to STATION. In such event STATION shall suggest a make good for broadcast of said commercial and/or program material. If no such make good is mutually agreed upon, STATION shall credit AGENCY for the time and/or program at time of purchase. AGENCY shall have the benefit of the same rates which would have been earned if the commercial announcement and/or program had been broadcast.

(D) Broadcast program and commercial material provided by AGENCY is subject to STATION approval and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, STATION shall notify AGENCY by telephone within 24 hours of receipt of program material subsequently by written confirmation. *Unless AGENCY furnishes satisfactory material by 3 business days in advance of broadcast and 14 days in advance of broadcast where the materials are related to a contest.* STATION shall have the right to substitute its own program at no penalty to AGENCY. In the event the commercial material within the program is unsatisfactory, STATION shall notify AGENCY by telephone and subsequently by written confirmation, and unless AGENCY furnishes satisfactory material 2 business days prior to broadcast date, this contract may be terminated by either party without penalty to either party.

8. BROADCAST LIABILITIES

(A) STATION agrees to hold and save AGENCY and Advertiser harmless against all liability resulting from the broadcast of program material except program material furnished by Advertiser and/or AGENCY and

(B) The STATION warrants that it has obtained and will maintain in effect throughout the term of this Agreement standard music performance licenses from ASCAP, BMI and SESAC. The AGENCY and the Advertiser represent that they have secured all other rights, including without limitation all other necessary copyright licenses and approvals, for all programming and advertising material provided by them or on their behalf to the STATION pursuant to this Agreement and each agrees jointly and severally to hold the STATION harmless against all costs and liability of any nature whatsoever, including reasonable attorneys' fees, resulting from the broadcast of such programming and advertising materials.

9. GENERAL

(A) STATION's obligations hereunder are subject to the licenses held by it and to applicable federal, state and local laws and regulations,

(B) STATION shall exercise normal precautions in handling of property and mail, but assume no liability for loss of damage to program or commercial and other property furnished by AGENCY in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after STATION's prior approval.

(C) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing nor may STATION be required to broadcast hereunder the benefit of any other Advertiser than the one named on the face of this contract.

(D) Failure of STATION or AGENCY to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(E) This contract contains the entire agreement between the parties relating to the subject matter herein contained and no charge in its terms and provisions shall be effective unless made in writing.

(F) *If STATION shall have the right to recover from AGENCY all legal fees and court costs necessary to effect the payment of any account due under this contract.*

(G) *STATION and AGENCY agree that they will not discriminate against any employee or applicant for employment because of race, religion, color, place of national origin or sex.*

(H) For purposes of this Agreement, "broadcasting" includes transmission over the STATION's licensed analog or digital facilities, as well as transmission or distribution of the program(s) or announcement(s) identified in this Agreement by any means, whether now known or hereafter devised, including but not limited to streaming over the Internet via the World Wide Web. STATION is authorized to reproduce such program(s) or announcement(s) in conjunction with such broadcast, transmission, and/or distribution, including but not limited to the creation of ephemeral copies, to facilitate Internet streaming. Advertiser represents and warrants that it controls all necessary analog and/or digital performance rights to the identified program(s) or announcement(s) (other than for music in the public domain and for musical performance rights licensed for transmission and distribution by music licensing organizations of which STATION is a member) and agrees to indemnify and hold STATION *harmless from and against any damage or expenses, including reasonable attorney's fees, which may arise due to a breach of this warranty."*

10. NONDISCRIMINATION POLICY

Sarkes Tarzian Inc. and its stations does not discriminate in advertising contracts on the basis of race, ethnicity or gender, and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity or gender. Advertiser represents and warrants that it is not purchasing advertising time from Sarkes Tarzian Inc. and its stations that is intended to discriminate on the basis of race, ethnicity or gender.

The Quarry 96.1 FM

120 W 7th St, STE 400
Bloomington Indiana, 47404
812-332-3366

IU HEALTH MONROE CO
119 WEST 7TH STREET
BLOOMINGTON, IN 47404

Broadcast Contract

Start Date 11/10/23	Contract# 1893	Mod# 0
End Date 02/01/24	Date Entered 11/03/23	Date Last Modified 11/03/23
Advertiser IU HEALTH MONROE CO	Station Market WTTS-HD2	
Product SPECIAL RATES	SalesRep/Office Mike Hacker	

Attn: LORI

Standard Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE	
1	FR 11/10/23 TH 02/01/24	06:00A-07:00P	30		X	X	X	X	X	--	--	16	\$6.93
2	FR 11/10/23 TH 02/01/24	07:00P-12:00A	30		1	1	1	1	1	1	1	7	\$0.00
3	FR 11/10/23 TH 02/01/24	12:00A-12:00A	30		1	1	1	1	1	1	1	7	\$0.00

-----Additional Comments-----	Total Spots	Spots Total\$	Net	Gross
	360	1,330.56	\$ 1,330.56	\$ 1,330.56

HAPPY HOLIDAYS FROM WTTS - WGCL & THE QUARRY
THANK YOU FOR YOUR BUSINESS!

Billing Projections: By Month

	Nov 23	Dec 23	Jan 24	Feb 24
CA	332.64	471.24	505.89	20.79
ST	249.48	554.40	443.52	83.16

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name
See reverse for accepted terms and conditions, if any

Title

Name

Title

Page 1



Broadcast Contract

Start Date 11/10/23	Contract# 73177	Mod# 0
End Date 02/01/24	Date Entered 11/03/23	Date Last Modified 11/03/23
Advertiser IU HEALTH MONROE CO		Station Market WGCL-AM
Product SPECIAL RATES		SalesRep/Office Mike Hacker

IU HEALTH MONROE CO
119 WEST 7TH STREET
BLOOMINGTON, IN 47404

Attn: LORI

Standard Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS /WK	RATE	
1	FR 11/10/23 TH 02/01/24	06:00A-07:00P	30		X	X	X	X	X	--	--	16	\$6.93
2	FR 11/10/23 TH 02/01/24	07:00P-12:00A	30		1	1	1	1	1	1	1	7	\$0.00
3	FR 11/10/23 TH 02/01/24	12:00A-12:00A	30		1	1	1	1	1	1	1	7	\$0.00

-----Additional Comments-----	Total Spots	Spots Total\$	Net	Gross
	360	1,330.56	\$ 1,330.56	\$ 1,330.56
HAPPY HOLIDAYS FROM WTTS - WGCL & THE QUARRY THANK YOU FOR YOUR BUSINESS!				
<u>Billing Projections: By Month</u>				
	Nov 23	Dec 23	Jan 24	Feb 24
CA	332.64	471.24	505.89	20.79
ST	249.48	554.40	443.52	83.16

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name
See reverse for accepted terms and conditions, if any

Title

Name

Title
Page 1



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 11/29/23

Formal ☒

Work session ☐

Department Commissioners

Title to appear on Agenda: Ordinance Approving the Interlocal Cooperation agreement with City of Bloomington regarding the Capital Improvement Board

Vendor #

Executive Summary:

The Interlocal Cooperation Agreement between the County and the City regarding the CIB. The agreement includes the following:

1. All of the CVC members will be appointed by the County, two by the Commissioners and three by the County Council. Two of the County Council appointees would be made after giving "good faith consideration" to a list of at least three qualifying individuals. The third County Council appointee, the only one that is not subject to statutory restrictions, would be made by the County Council from a list of four recommendations by the City Council.
2. When the F&B debt is issued, the property will be placed in a City Organization, to utilize the State Code a lease purchase agreement to not cause constitutional debt service issues.

Fund Name(s):

Fund Number(s):

Amount(s)

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 2023-47

An Ordinance Approving the Interlocal Cooperation Agreement between the City of Bloomington, and Monroe County, Indiana, regarding Capital Improvement Board.

WHEREAS, the City of Bloomington, Indiana ("City") and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which deals with the Capital Improvement Board and related items; 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 29th day of November, 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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

An agreement for the management of the convention center at a rate of \$35,000 per month. (\$420,000.00 total)

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:

**AMENDMENT TO THE AGREEMENT FOR CONVENTION CENTER
MANAGEMENT**

THE AGREEMENT, made and entered into in November 18, 2020, by Monroe County, Indiana, a body corporate and politic acting by and through the Board of Commissioners of the County of Monroe, Indiana (“County”) and the Convention Center Management Company hereafter referred to as “CCMC” a wholly owned subsidiary of Downtown Bloomington, Inc (“DBI”) an Indiana Not-For-Profit Corporation;

WITNESSETH

WHEREAS, Section 10 of the agreement states The County shall pay to CCMC an annual fee as set forth in EXHIBIT 1 payable in equal monthly installments. Such fee with respect to any month shall be payable from the County Convention Center Dedicated Revenue Fund pursuant to the established County claim procedure and subject to appropriation by the Monroe County Council; and,

WHEREAS, the Monroe County Council 2024 appropriation for this service was \$420,000.

NOW, THEREFORE, the County and CCMC hereby agree to amend the agreement’s in consideration of the mutual promises, covenants, and conditions stated in the Agreement, and in consideration of the mutual benefits which will accrue to each of the parties to this Agreement, the parties have agreed, and do hereby agree, that EXHIBIT 1 to the Agreement shall read as follows:

**EXHIBIT 1
to the Agreement for Convention Center Management**

Beginning January 1, 2024, the Annual Fee payable by the County to CCMC referred to in Section 10 of the Agreement is Four Hundred Twenty Thousand Dollars (\$420,00.00) payable in equal monthly installments of Thirty Five Thousand Dollars (\$35,000), which sum is subject approval by the Monroe County Council. Such sum shall continue from year to year until adjusted in the annual budget for succeeding years adopted by the Monroe County Council, and set forth by a written amendment to this Exhibit.

WITNESS our hands this __ day of November, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

BY: _____
Penny Githens, President

BY: _____
Julie Thomas, Vice President

BY: _____
Lee Jones, Member

ATTEST:

BY: _____
Catherine Smith, Auditor

CONVENTION CENTER MANAGEMENT COMPANY BY:

ATTEST: _____

DATE: _____