



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
JANUARY 23, 2019
10:00 am**

Page

- I. CALL TO ORDER**
- II. COMMISSIONERS' PUBLIC STATEMENT**
- III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES.**
- IV. APPROVAL OF MINUTES**

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 - JANUARY 16, 2018
- V. APPROVAL OF CLAIMS DOCKET**
 - ACCOUNTS PAYABLE – JANUARY 16 , 2019
- VI. REPORTS**
 - TRAFFIC/ROAD UPDATE
- VII. NEW BUSINESS**
 - A. MOVE TO APPROVE: APPROVAL OF VICTIMS OF CRIME ACT GRANT AGREEMENT.**

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FUND NAME: VOCA GRANT FUND FUND NUMBER: 8121 AMOUNT: \$103,845

Executive Summary: This grant funds a portion of the salary for 3 Victim Assistance positions as well as fund some bi-annual training for all VA staff. This contract covers dates 10/1/18 – 9/30/20.

Beth Hamlin, Prosecutor's Office

- B. MOVE TO APPROVE: SECURITY AUTOMATION SYSTEMS AGREEMENT. 19**
FUND NAME: 2016 GO BOND FUND NUMBER: 4807 AMOUNT: \$35,460
Executive Summary: This agreement will allow Security Automation Systems (SAS) to install a new video surveillance system in the Justice Building.
Eric Evans, Technical Services
- C. MOVE TO APPROVE: ORDINANCE 2019-02; AMEND SPEED LIMIT ORDINANCE 86-09 AND STOP ORDINANCE 86-06. 22**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This ordinance will be adding and deleting several speed limits and adding various stop locations.
Lisa Ridge, Public Works
- D. MOVE TO APPROVE: INDOT AGREEMENT FOR KINSER PIKE BRIDGE #46. 25**
FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$185,000
Executive Summary: This is an extension of the original contract for Construction Inspection Service reimbursement for the Kinser Pike Bridge #46.
Lisa Ridge, Public Works

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

*******BREAK*******



MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
JANUARY 16, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN

The Monroe County Commissioners met in a regular meeting on January 16, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President, Amanda Barge, Vice President and Lee Jones. Also present: Jordan Miller, Payroll Administrator, Jeff Cockerill, Attorney, Angie Purdie, Commissioners' Administrator, Lisa Ridge, Public Works Director, and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. PLEDGE OF ALLEGIANCE

Led by Thomas

III. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Thomas

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

Good morning, my name is **Nan Brewer**, and I live at 3636 S Rogers Street. I would like to begin by thanking you for your service and acknowledging Commissioner Barge who met with BANA, Batchelor Area Neighborhood Association, before the holiday's and reminded us that we could come and speak at any of your weekly meetings. I have good news and bad news. And I'm going to start with the good news. Related to the Carter family and their legacy in Monroe County. Although I have lived in my historic house for over 20 years it wasn't until Danielle Bachant- Bell, an independent historian, received funding from a northern Indiana philanthropist to do research on historic properties and file paperwork for them to get on the National Historic Registry recognizing that Indiana was near the bottom of the number of historic properties on the National Registry. Our house legacy goes back to Thomas and Fanny Carter who located in Monroe County by 1830. One of their daughters, Thana, married the grandson of Dr. Andrew Wylie. She wrote a first person account of the family and the related

properties in 1968. Our house now known as the, Carter Randall Parker House, was built in 1862. It was the second on this location after the small brick house burned down.

We just received word that our house is now listed on the National Historic Registry. It is one of only about 40 such designated properties or historic districts in Monroe County, most of which are in the Bloomington City limits. There will be an award ceremony at the Indiana State Fair in August where we've been invited to come and get our certificate. That's the good news. The bad news is about the Carter School of which you may or may not know much of its history. It is located on the southwest corner of Gordon Pike and Rogers Street. It was known as school number 3 as listed on the 1856 map of Monroe County and in 1855 was noted as one of only 5 in Perry Township. It was originally believed to have been located further west on the side of Fullerton Pike. The current building, and there's debate between historians, was either built in 1891 and moved there after 1920 or rebuilt around 1920. It ceased operation and it was known then as the Clear Creek School in 1930.

In 1968 Thana Wylie brought current to the attention of IU folklorist Warren Roberts in 1968. The Carter School is one of only 4 township schools remaining in Perry Township. It is the only frame one room example. I only learned about this a year ago when our house was brought before the Monroe County Historic Preservation Commission for approval for the National Registry. At this time I expressed my concerns to them as well as to Lisa Ridge about the plans to demolish it for the largest roundabout in Monroe County. I thought that perhaps that the structure point report had misidentified it as simply a 1930's house. I was shocked when I recently went to the Monroe County Public Library and re-read the 2015 structure point report with its 2014 environmental assessment and discovered that the City of Bloomington Historic Preservation Commission had written a letter that was noted in that report dated June 30, 2012 stating that there was two structures that were contributing resources. The 1935 Thomas wastewater treatment stone wall from 1935 in the Carter school on page 5 they stated in the report that although not rising to the level of National Registry eligibility. In light of the whole story of development in that section it should be preserved. On page 14 it stated there is plenty of room in the north side Fullerton Pike so that no encroachment into the property should be needed. The Board recommended not affecting this property by reducing the lot size in anyway. The stone wall was preserved and moved.

When a traffic light was changed to this enormous two lane roundabout with a truck apron, my question was, how much was their recommendation reconsidered? There was apparently a 106 review that was done that restated it was not eligible for the National Registry, which of course we already knew, by not being eligible this means it cannot be forced through cannot be forced to go around it, and I believe that may mean no federal funds can be used to relocate it. At the December 2017 meeting of the Monroe County Historic Preservation Commission I was told that if I wanted to personally move it I had to let the County know by mid-2018. That was less than a month with the holidays included. Duncan Campbell reached out to BRI but of course they couldn't do anything in 2 weeks. Did the Monroe County, I'm asking today, did the Monroe County Commissioners' look into any alternative location? Did they advertise for people to take this property? Did they look into working with Habitat for Humanity since we know that our County has a desperate need for reasonable low income housing? Or did they work with any other developers? If you had known about its historical significance since 2012, that's 6 or 7 years ago, why was there only a couple of weeks to save it? And why can't

something be done now? Could it be moved to the water treatment site until a final location is found or another location? BANA is heartsick that part of our neighborhood's history will be destroyed. And we ask that you not do the minimum required by INDOT, but that you quickly move to reconsider this plan before it is too late. Thank you.

(Thomas) Thank you.

(Ridge) I think she's right, there's two different opinions with the historians. We've had it looked at twice. To my knowledge they stated one reason the house has been moved previously so that takes into consideration historical value. We have put it out there to the Historical Society about moving the house and we received no response and it's been a year later. The house is scheduled to be demolished next week. The road has been under design for years, the roundabout has been under design for years and I have to trust engineers that they're building it to satisfy for the design plans. We do plan on having a public meeting for Fullerton Pike PH III later around in May when that project for that section goes under design. So we'll get letters out to the BANA group and to the media about attending that meeting down in that area.

(Barge) It was something that we discussed last week at our meeting so thank you Lisa Ridge.

(Thomas) Did you want to say something about this?

(Cockerill) I do want to say something about this, but I want to say something after Mr. Shelton speaks.

(Thomas) Ok.

Good morning Commissioners', **Jim Shelton** with the Chamber. I want to alert the public again that our initial training for 2019 for CASA will start in just a month. It'll be starting February 15th. The format will be a new one that we're trying. It's going to be three intensive weekends. So it will be either a Friday, Saturday, Sunday or Thursday, Saturday, Sunday. And you can go to www.monroecountycasa.org and click on the volunteer link and then the orientation and training link and get the exact details, but it'll be from 5:30 – 8:30 on either Thursday or Friday, whichever it is that week and then 9-12 Saturday, 9-12 Sunday, except for the very last session which will be from 9-4. So if it's something you're interested in and I know there are people who are thinking about it. That will be the next chance and that will be the format. If that doesn't work for people the training after that will start May 8th and it will be the Monday, Wednesday, Thursday evenings from 5:30 to 8:30. For folks who want to learn more about CASA and maybe explore volunteering, we're having a gathering at the CASA office next Tuesday the 22nd of January from 4 – 6. You can stop by and have some cupcakes and visit with some CASA's and some CASA staff. So we need more people to volunteer to do this and help work with the children who are in the court system because of abuse or neglect. Thank you.

(Thomas) Thank you.

(Cockerill) I just wanted to let you guys know at last work session we talked about the airport director and we hired a new airport director and Carlos Laverty is that person, and he is here and I wanted to give a brief introduction. So he can come up and talk to guys at public comment.

(Thomas) Great. Thank you.

Good morning, it is nice to meet you. Again my name is **Carlos Laverty**, I'm the new Airport Director. We thought it was important that I come in front of the Commissioners' and introduce myself. I don't know how much has been shared about me already but I'm more than willing to talk about myself a little bit or I can get out of here. But I'm very excited to be here and so far the welcome that I've received from everybody in the County has been phenomenal. I've worked at a few other commercial service airports throughout the Country and the team that is in place with the County and already at the airport, is very impressive and everybody has just been very warm and cooperative and I'm just very excited to be here. I'm very optimistic about the future for the County and for the Airport.

(Thomas) Thank you. Welcome to Monroe County Government. We look forward to working with you.

Hi, I'm **Karen Wheeler** the Election Supervisor and I just wanted to update you a little bit on what's going on with Election Central. We are in full swing with the candidate filing, as I'm sure many of you know that already, and that deadline will be February 8th. And that gives me the point that early voting will start April 9th and then our election primary will be May 7th. As you all do know we are somewhat concerned about the space that we have or don't have. We are going to be needing more space with the 2020 election. What we had in the November we were definitely, our ballot room was just overfilled, we had no more space for that and we know the 2020 election is going to be much bigger. The part that may not have been mentioned before is our storage. We do have a storage room at Election Central and that one is for equipment and it's maxed out. We do have another small room over in the Showers Building and that one is also filled, I mean those are issues. But then most recently we've been taken out of the Health Building, so we have no place to store any of our files. We have files that we have to save basically forever and then we have a number of files, boxes of them, that we save for two years and then shred. We have no place to put those, so I believe you Commissioners' know these things but I'm just bringing them into remembrance for you to be reminded of them. Thank you.

(Thomas) Thank you Ms. Wheeler. Appreciate it.

Good morning **Penny Caudill**, Monroe County Health Department. I just wanted to just give you a few department updates. We've been very busy with some things and wanted to kind of give you a state of where those things are. We have had some Hepatitis A clinics on Monday and Tuesday. We have one going on this morning, it should be wrapping up shortly.

On Monday and Tuesday we did over 800 Hepatitis A vaccines so we're pleased of the number of people in the community who were advised to come in and get those vaccinations have done that. I know on Monday we had almost 100 people who came in. We were able to check their records and they in fact had already been immunized so they didn't have to receive that vaccine. And they were able to leave with proof that they had that vaccine. So they would have that going forward. And so we want to thank everybody for coming in. We want to thank the staff and the volunteers for helping work those clinics.

It is also flu season and influenza in Indiana and the Nation is considered wide spread activity. It is not too late to get your flu shot. You can contact your provider or walk in clinic, the Public Health Clinic if you want to get vaccinated for that. We recommend anyone 6 months or older to be vaccinated. Earlier this year we did 21 school clinics and over 700 flu vaccines in schools. For many of those children it was the first time they had received flu vaccine. So we're very happy to have been able to do that. After you get your vaccine the next thing to remember is the 3 C's, Cover your cough and your sneeze, Clean your hands and wash them thoroughly and often, 20 seconds with warm soapy water and to Contain, to stay home when you are ill so that you are not spreading infections. Those are good things to say regardless of what the illness is, right? So we encourage everyone to remember that.

Then last week you ask me to bring you a little bit of updated information on overdoses in Monroe County. Really 2018 is still preliminary data and we don't have it through the end of the year, so I don't have any real solid compassions from year to year to give you. I will tell you it does appear that in 2018 that our overall overdose rates may be down. Not necessarily that may not be holding true for just opiates. And there are a lot of different places that collect information and comparing them all is very difficult. So we are trying to kind of focus on the Stats Explorer when we look at deaths. And our death rates is available on the State site. And then something we have access too is called Essence. It is a program to look at Monroe County residents seen in emergency departments across the state for overdose. And for those that are coded as opiates or heroin those do seem to be lower in comparison to the overall overdose numbers. Keep in mind that people can overdose on anything from aspirin to heroin, anything in between. The most important I want to focus on is that over dose deaths and ER visits are only a piece of the story. A decrease in the number of overdose deaths and of people overdosing doesn't tell the whole story and we want deaths to go down, even ER visits may go down it doesn't mean that people aren't overdosing. One thing we also get reported, our community has done a great job, the Health Department and Indiana Recovery Alliance at getting Naloxone out into the community and in to the hands of people who need it, and every year we see an increase in the participants in our syringe program telling us about reversals. So those are anecdotal they're not necessarily people who have went to ER, but those numbers are rising and we're getting that out into the hands of people. So we know that not everybody who overdoses chooses to go to the emergency room. If somebody saves their life with Naloxone they may or may not make it to the emergency room. So that is a good indicator that good things are happening on that front. I wish I had maybe more detailed information to give you. We'll keep looking at it and coming back and giving you information as we have it. That's kind of what I have for you today as far as that goes.

And the last thing I will tell you is, we did, January is Radon Awareness Month. Read an article in the paper. We had over 140 requests for radon tests for our one person who is able to set

those. So we have had to set pause on that for a little bit and he will be taking care of those people as best he can. It will just take longer than usual. So we ask that people bear with us and once we get those done and then we'll open it back up and take other appointments. But we don't want to be scheduling now for June or July. We do have a vacancy that we're working to fill, so hopefully we'll have somebody on staff later this spring and can pick up. We'll handle anybody that wants one throughout the year. Those are my updates.

(Thomas) That's great. Thank you so much.

(Barge) I think one of the things that my kids learned in pre-school is the ABC's, say the ABC's while you wash your hands.

V. PROCLAMATION – “DR. MARTIN LUTHER KING, JR. DAY”

VI. APPROVAL OF MINUTES

- **JANUARY 9, 2019**

Barge made motion to approve. Jones seconded.

Motion carried by voice vote.

VII. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – JANUARY 16, 2019**
- **PAYROLL – JANUARY 18, 2019**

Barge made motion to approve. Jones seconded.

(Miller) The total for Claims was **\$1,256,978.21**.

- \$375,561.32 – INDOT – FULLERTON PIKE ECONOMIC DEVELOPMENT/ TIF
- \$207,960.55 – ANTHEM BC/BS – FEES & CLAIMS
- \$119,974.50 – STONE BELT ARC – 1ST quarter payment.

The total for payroll - **\$ 1,735,907.96**

- 66.7% - Main & Supplemental payrolls
- 33.33% - Taxes, PERF, One America, etc.

After call for public comment, motion carried by voice vote.

VIII. REPORTS

- **TRAFFIC/ROAD UPDATE**

- Ms. Ridge congratulated Mr. Mike Rains, Bridge Crew Forman and Mr. Jack Frye, Bridge Crew Equipment Operator, on their recent retirement. Mr. Rains started his career with the Highway Department in 1983 and Mr. Frye started his career in 1991. They both have shown true dedication and commitment to the Highway Department and the community.

IX. NEW BUSINESS

A. MOVE TO APPROVE: APPROVAL OF 2019 VICTIMS OF CRIME ACT GRANT.

FUND NAME: VOCA GRANT FUND NUMBER: 8121 AMOUNT: \$103,845

Executive Summary: This grant funds a portion of the salary for three Victim Assistance positions as well as bi-annually training for all VA staff. Contract will cover dates 10/18/18 – 9/30/20.

Beth Hamlin, Prosecutor

{TABLED}

B. MOVE TO APPROVE: APPROVAL OF GRANT AMENDMENT WITH INDIANA STATE DEPARTMENT OF HEALTH.

FUND NAME: HEALTH FUND NUMBER: 1159 AMOUNT: \$170,900

Barge made motion to approve. Jones seconded.

(Caudill) Actually when I did this agenda request I did it as ratification, it is approval that I'm actually needing from you today. The Indiana State Department of Health has been a pass through for these federal funds. The CDC has a program to put Disease Intervention Specialist in states to follow up on sexually transmitted diseases, HIV, syphilis, gonorrhea, chlamydia, to provide testing to ensure people are treated appropriately with their medication and get the appropriate follow up. And so we have had a disease intervention specialist since the mid 80's and this is an amendment. They have recently changed the grant cycle. So this does go through March 2020.

After call for public comment, motion carried by voice vote.

C. MOVE TO APPROVE: ORDINANCE 2019-01; AMENDING MC CODE CHAPTER 475 TO INCLUDE THE 'RED LOT' FOR EMPLOYEE PARKING.

FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A

Barge made motion to approve. Jones seconded.

(Cockerill) What we have is an amendment to our employee parking lot ordinance to include the anticipated purchase of the, what we call the 'Red Lot' which is the lot north of our portion of the Showers Building. This ordinance would be effective beginning on the day we actually own it. This also requires some publication and notice because it does involve a potential fine for violators. It includes all portions of that lot except those designated as visitor parking by the Commissioners'.

After call for public comment, motion carried by voice vote.

X. APPOINTMENTS

Barge made motion to appoint the following. Jones seconded.

- Liz Feitl – Women's Commission – 2 year term
- Ann Collins – Women's Commission – 2 year term
- Dave Warren – Environmental Commission – 2 year term

- Duncan Campbell – Historic Preservation Board of Review – 3 year term
- Deborah Reed - Historic Preservation Board of Review – 3 year term
- Don Maxwell - Historic Preservation Board of Review – 3 year term
- Lexi Orfanos – Access to Recreation Endowment Advisory Committee – 4 year term
- Russell Brummett – Central Emergency Dispatch Policy Board – 1 year term
- Matt Coller – Animal Management Board – 3 year term
- Charlotte Zietlow – Ambulance Advisory Board – 1 year term

Motion carried by voice vote.

XI. ANNOUNCEMENTS

- Accepting applications for all boards and commissions.
- All Monroe County Government offices will be closed Monday, January 21, 2019 in observance of Dr. Martin Luther King, Jr. Day.
- Next Commissioners meeting will be January 23, 2019 at 10 am in the Nat U Hill meeting room, 3rd floor of the Courthouse.

XII. ADJOURNMENT

The minutes of the January 16, 2019 Board of Commissioners' meeting were approved on, January 23, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice President

Amanda Barge, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/23/19

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Request for Approval and Signature of VOCA Grant Agreement

All Grants must complete the following

Is this a grant request? Yes ☒

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: Office for Victims of Crime

Federal Program: Crime Victims Assistance

CFDA # 16.575

Federal Award Number and Year: 7042 2018 - 2020

Or other identifying number

Pass Through Entity Indiana Criminal Justice Institute

Amount Received

Federal:

State: \$103,845

Local Match: \$25,962

Total Received: \$103,845

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: VOCA Grant Fund

Amount: \$103,845

Fund Number 8121-9619

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This is a request for approval and signature of the VOCA Grant Agreement. This grant funds a portion of the salary for three Victim Assistance positions as well as funds some bi-annual training for all VA staff. This contract covers dates 10/1/18 - 9/30/20.

Person Presenting: Beth Hamlin

Department: Prosecutor

Attorney who reviewed: *County Legal Review required prior to submission of this form for all contracts*

Submitted by: Beth Hamlin

Date: 1/3/19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

GRANT AGREEMENT
VICTIMS OF CRIME ACT (VOCA)

Grant #000000000000000000XXXXX

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State"), the **Monroe County Prosecutor's Office, through the Monroe County Commissioner's Office** (the "Grantee"), and the **Monroe County Auditor's Office** (the "Fiscal Agent") 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 \$103,845.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 5-2-6-3 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.

This grant is made with funds from the Victims of Crime Act 1984, 34 U.S.C. 20101, and administered by the State pursuant to IC §5-2-6-3. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

FUNDING SOURCE:

Program Name per Catalog of Federal Domestic Assistance (CFDA): **Crime Victim Assistance**

CFDA # **16.575**

2. Representations and Warranties of the Grantee.

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

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

3. Implementation of and Reporting on the Project.

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

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** or **monthly** basis 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 10/01/2018 and shall remain in effect through 09/30/2020. 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.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$103,845.00. 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 **30** 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** or **quarterly** basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

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

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

8. 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. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

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 2007-1 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. Deleted as Not Applicable.

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 Omnibus Crime Control and Safe Streets Act of 1968, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Victims of Crime 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. These laws include the laws referenced above, along with the Age Discrimination Act of 1975.

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:
Indiana Criminal Justice Institute
Attn: Marilyn Pineda
101 West Washington St. – Suite 1170, East Tower
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:
Monroe County Prosecutor's Office
Beth Hamlin
301 N. College Ave, Room 211
Bloomington, IN 47404
E-mail: bhamlin@co.monroe.in.us

C. Notices to the Fiscal Agent shall be sent to:

Monroe County Auditor's Office
Catherine Smith
100 w. Kirkwood Ave, Room 209
Bloomington, IN 47404
E-mail: csmith@co.monroe.in.us

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

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

20. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and 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.

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

22. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit C** and incorporated fully herein.

23. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. Deleted as Not Applicable.

24. 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 *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

Clause 8: Amended to remove reference to non-governmental entities.

Clause 15: Deleted as Not Applicable.

Clause 17: Amended to comply with federal requirements.

Clause 23: Deleted as Not Applicable.

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

(Applicable only to Grant Agreements processed through SCM)

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 Commissioner's Office

By: _____

Julie Thomas

Name and Title, Printed

Date: _____

Indiana Criminal Justice Institute

By: _____

Devon McDonald, Executive Director

Date: _____

Monroe County Prosecutor's Office

By: _____

Name and Title, Printed

Date: _____

Approved by:

Indiana Department of Administration

By: _____ (for)

Lesley Crane, Commissioner

Date: _____

Monroe County Auditor's Office

By: _____

Name and Title, Printed

Date: _____

APPROVED as to Form and Legality:

State Budget Agency

By: _____ (for)

Jason D. Dudich, Director

Date: _____

This document prepared by:

Laura A. Turner,

Associate General Counsel

Init: _____

APPROVED as to Form and Legality:

Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to IC
4-13-2-14.3(e) on September 18, 2018.*

FA 18-39

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 23, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement with Security Automation Systems (SAS) to augment the security system in the Justice Building.

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: 2016 GO Bond Capital Projects

Amount: \$35,460.00

Fund Number 40007 Facility Security

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Agreement for SAS to procure and install a new video surveillance system in the Justice Building.

Person Presenting: Eric Evans

Department: TSD

Attorney who reviewed: Jeff Cockerill

County Legal Review required prior to submission of this form for all contracts

Submitted by: Eric Evans

Date: Jan 17, 2019

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

Office e-mail: Commissionersoffice@co.monroe.in.us



TM

Security Automation Systems, Inc.
8739 Castle Park Drive
Indianapolis, IN 46256
Phone/Fax: 317-489-9621
Toll Free: 877-SAS-FORYOU
www.securityautomationsystems.com

Attention: Eric Evans
Monroe County

Phone:

Fax:

Email: eevans@co.monroe.in.us

Date: 1/16/2019
PROPOSAL #: 18244.2

Monroe County – Justice Building Camera System

Eric:

Per our discussions, we have included pricing to provide an IP video system for the Monroe County Justice building listed below. The new video server and PoE switches will mount into existing IT racks.

Justice Building:

- Camera #1 – SE Exterior – Dome camera (2MP)
- Camera #2 – SE Exterior – Dome camera (2MP)
- Camera #3 – East Exterior – Dome camera (2MP)
- Camera #4 – NE Exterior – Dome camera (2MP)
- Camera #5 – NE Exterior – Dome camera (2MP)
- Camera #6 – North Exterior – Dome camera (2MP)
- Camera #7 – Security Checkpoint – MicroDome camera (2MP)
- Camera #8 – Clerk Office – MicroDome camera (2MP)
- Camera #9 – Clerk Office – MicroDome camera (2MP)
- Camera #10 – Clerk Office – MicroDome camera (2MP)
- Camera #11 – 2nd Floor Elev. Lobby – "Fisheye" camera (6MP)
- Camera #12 – 2nd Floor Court Hallway – MicroDome camera (2MP)
- Camera #13 – 2nd Floor Court Hallway – MicroDome camera (2MP)
- Camera #14 – 2nd Floor Court Hallway – MicroDome camera (2MP)
- Camera #15 – 2nd Floor Court Hallway – MicroDome camera (2MP)
- Camera #16 – 2nd Floor Court Hallway – MicroDome camera (2MP)
- Camera #17 – ~~2nd Floor Court Hallway – MicroDome camera (2MP)~~ Removed
- Camera #18 – Court Waiting – MicroDome camera (2MP)
- Camera #19 – Court Waiting – MicroDome camera (2MP)
- Camera #20 – ~~3rd Floor Judges Hallway – MicroDome camera (2MP)~~ Removed
- Camera #21 – 3rd Floor Judges Hallway – MicroDome camera (2MP)
- Camera #22 – 3rd Floor Judges Hallway – MicroDome camera (2MP)
- Camera #23 – ~~3rd Floor Judges Hallway – MicroDome camera (2MP)~~ Removed
- Camera #24 – 3rd Floor Judges Hallway – MicroDome camera (2MP)
- Camera #25 – 3rd Floor Judges Hallway – MicroDome camera (2MP)
- Camera #26 – 3rd Floor Reception – MicroDome camera (2MP)
- Camera #27 – 3rd Floor Elev. Lobby – "Fisheye" camera (6MP)
- Camera #28 – 3rd Floor Court Hallway – MicroDome camera (2MP)
- Camera #29 – 3rd Floor Court Hallway – MicroDome camera (2MP)
- Camera #30 – 3rd Floor Court Hallway – MicroDome camera (2MP)
- Camera #31 – 3rd Floor Court Hallway – MicroDome camera (2MP)
- (1) ExacqVision A-series IP server (20TB RAID) with camera licenses
- (1) Video Client workstation with 24" monitor
- (2) 24-port PoE switches
- (2) UPSs
- (1) CAT6 cabling
- (1) Labor, Camera Installation, programming, testing, and training

CAT6 cable installation is the responsibility of the County.

Scope of Work

SAS will provide the material listed, plus labor to install cameras and server, test, and setup. Monroe County will install all new CAT6 cabling (not to exceed 330 feet) from each camera and client location to the headend location. SAS will be responsible for mounting, terminating, testing, and programming the new camera equipment listed.

This quote includes the exacqVision client software. We will interface the new IP servers to the county network at the server locations utilizing the 2nd network interface cards on the IP server. Once connected to the county network, other PCs on the county network can connect to the recording system with the client software with the use of proper credentials. There is no charge for the basic software and you can install it on as many PCs as you would like (bandwidth limitations would need to be considered).

This proposal includes all required camera installation and training. This quotation does not include replacing any current analog cameras, wiring, etc. that are not currently working. We may need IT staff assistance with all network related IP addresses and network configurations.

Our price for the Justice Bldg. Camera System is:	<u>\$35,460.00</u>
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EXCLUDED

1. Sales Tax
2. Conduit
3. Painting/patching
4. Cable installation
5. Special lifts or ladders

Accepted by _____
Customer

By 
Brian Mitchell - Security Automation Systems

Date _____

Date January 16, 2019

Limited Exclusive Warranty

Security Automation Systems (SAS) warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

Terms are Net 30 days. SAS works under the terms of a purchase order. No applicable taxes or bonding has been included in our price. Customer shall be required to provide sales tax exemption certificate upon receipt of order. Shipping and handling is included. We will proceed with the work included in this proposal once we receive a Purchase Order referencing the quote number and amount. The price is valid for 30 days. If you have any questions, please feel free to call.

Brian Mitchell

E-mail: bmitchell@securityautomationsystems.com

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/23/19

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Ordinance 2019- 02
To Amend Speed Limit Ordinance 86-09 and Stop
Ordinance 86-06

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name:

Fund Number

Amount:

Executive Summary:

Amend Ordinance 86-09 by the deletion of the following 40 mph location: Vernal Pike (between SR37 & Curry Pike)

Amend Ordinance 86-09 by the addition of the following 35 mph location: Vernal Pike (between SR37 & Curry Pike)

Amend Ordinance 86-09 by the addition of the following 30 mph locations: Corral Way Drive, Iron Gate Trail, and Bridle Path Trail

Amend Ordinance 86-09 by the addition of the following 20 mph locations: Shadybrook Drive, Davis Drive, and Orchard Drive

Amend Ordinance 86-06 by the addition of the following stop locations: Iron Gate Trail for Ison Road, Iron Gate Trail for Corral Way Drive, Bridle Path Trail for Corral Way Drive, and Bridle Path Trail for Ison Road

Person Presenting: Lisa Ridge

Department: Public Works

Attorney who reviewed: David Schilling

County Legal Review required prior to submission of this form for all contracts

Submitted by: Ginger Henson

Date: 1/11/19

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

Office e-mail: Commissionersoffice@co.monroe.in.us

ORDINANCE 2019 - 02

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION I

An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-09 is amended by the **deletion** of the following **40 mph** location:

- **Vernal Pike (between SR37 & Curry Pike)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **35 mph** location:

- **Vernal Pike (between SR37 & Curry Pike)**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **30 mph** location:

- **Corral Way Drive**
- **Iron Gate Trail**
- **Bridle Path Trail**

That Appendix A of Ordinance 86-09 is amended by the **addition** of the following **20 mph** location:

- **Shadybrook Drive**
- **Davis Drive**
- **Orchard Drive**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION II

An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, BLOOMINGTON, INDIANA, AS FOLLOWS:

That Appendix A of Ordinance 86-06 is amended by the **addition** of the following **stop** location:

- **Iron Gate Trail for Ison Road**
- **Iron Gate Trail for Corral Way Drive**
- **Bridle Path Trail for Corral Way Drive**
- **Bridle Path Trail for Ison Road**

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

Passed and adopted by the Board of Commissioners of Monroe County, on this 23rd day of January, 2019.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES)

"NO" VOTES (NAYS)

JULIE THOMAS
PRESIDENT

JULIE THOMAS
PRESIDENT

AMANDA BARGE
VICE PRESIDENT

AMANDA BARGE
VICE PRESIDENT

LEE JONES

LEE JONES

ATTEST:

CATHERINE SMITH
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) on _____ and _____, and in the Journal (Ellettsville) on _____ and _____. Thus the effective date of the ordinance is _____, Catherine Smith, Monroe County Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/23/2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for Kinser Pike Bridge #46

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program:

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity DES #1173326

Amount Received

Federal: 148,000.00

State:

Local Match: \$37,000.00

Total Received: \$185,000.00

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: Cumulative Bridge

Fund Number 1135

Amount:

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

This contract is an extension of the original contract for Construction Inspection Service reimbursement for the Kinser Pike Bridge #46. We will submit all paid invoices for the \$148,000.00 reimbursement from INDOT.

Person Presenting: Lisa Ridge

Department: Public Works Department

Attorney who reviewed: David Schilling

County Legal Review required prior to submission of this form for all contracts

Submitted by: Lisa Ridge

Date: January 14, 2019

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

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-19-L190005

Des. No.: 1173326

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the Monroe County, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

Monroe County
501 North Morton Street
Highway Department Room 216
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2018 and June 30, 2019**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the

Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2019 and June 30, 2020, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for

ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA 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 Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within

ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

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

1. 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 Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
 5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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
 6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract 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.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the

event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

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

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

LPA: MONROE COUNTY

STATE OF INDIANA

Department of Transportation

Print or type name and title_____
Signature and date_____
Print or type name and title_____
Signature and date_____
Print or type name and title_____
Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

Joseph McGuinness, Commissioner (FOR)

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

Curtis T. Hill, Jr., Attorney General of Indiana (FOR)

Date: _____

This instrument prepared by:

Brenda E. Fox
January 11, 2019

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1173326
Program: Local Bridge
Type of Project: Bridge Replacement
Location: Replacement of County Bridge #46 over Bean Blossom Creek on Kinser Pike in Monroe County, Indiana

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 X Construction Inspection;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving _____ federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date _____, the maximum amount according to the TIP dated _____ is \$ _____. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay 80% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ 148,000.00.
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract)

signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- I. Costs will be eligible for FHWA participation provided that the costs:
 - (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
 - (4) Are included in the approved budget, or amendment thereto; and
 - (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.