



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA  
MONROE COUNTY COURTHOUSE  
JUDGE NAT U. HILL III MEETING ROOM  
BLOOMINGTON, INDIANA  
SEPTEMBER 4, 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
  - AUGUST 28, 2019
- V. APPROVAL OF CLAIMS DOCKET
  - ACCOUNTS PAYABLE – SEPTEMBER 4, 2019
- VI. REPORTS
  - TRAFFIC/ROAD UPDATE

**VII. NEW BUSINESS**

- A. MOVE TO APPROVE: RESOLUTION 2019-16; SOPHIA TRAVIS COMMUNITY SERVICE GRANT RECIPIENTS. 9**  
**FUND NAME: GENERAL FUND NUMBER: 1000 AMOUNT: \$120,000**  
Executive Summary: This Resolution allows funding for several organizations in Monroe County. Recipient list is attached.  
**Cheryl Munson, Council**
- B. MOVE TO APPROVE: ORDINANCE 2019-27; AMEND MONROE COUNTY CODE CHAPTERS 296 & 430. 13**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This ordinance will amend Chapters 296 & 430 of the MC Code to reflect the conflict of interest requirements of PL3-2019.  
**David Schilling, Attorney**
- C. MOVE TO APPROVE: ORDINANCE 2019-28; AMEND MONROE COUNTY CODE CHAPTER 262. 17**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This ordinance will amend the hours of operation and littering provisions of MC Code Chapter 262.  
**David Schilling, Attorney**
- D. MOVE TO APPROVE: ORDINANCE 2019-29; AMEND MONROE COUNTY CODE CHAPTER 257. 22**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This ordinance will amend the definition and penalty provisions of MC Code Chapter 257.  
**David Schilling, Attorney**
- E. MOVE TO APPROVE: ORDINANCE 2019-30; AMEND MONROE COUNTY CODE CHAPTER 442. 26**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: This ordinance will amend the domestic pet and penalty provisions of MC Code Chapter 442.  
**David Schilling, Attorney**
- F. MOVE TO APPROVE: CONTRACT FOR YOGA CLASSES WITH DONNA BARBICK. 30**  
**FUND NAME: SELF INSURANCE FUND NUMBER: 4700 AMOUNT: \$50/PER CLASS**  
Executive Summary: In an ongoing effort to increase employee health, the County is offering yoga classes to County employees.  
**Jeff Cockerill, Attorney**

**G. MOVE TO APPROVE: RESOLUTION 2019-21; APPROVING THE ISSUANCE OF COUNTY GENERAL BONDS. 34**

**FUND NAME: 2019 GO BOND FUND NUMBER: 4812**

**AMOUNT: NOT TO EXCEED \$5,170,000**

Executive Summary: This resolution will allow for several allowed County projects as listed in exhibit "A" (see attached).

**Jeff Cockerill, Attorney**

**H. MOVE TO APPROVE: RATIFY AGREEMENT WITH INDIANA UNIVERSITY. 38**

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

Executive Summary: This agreement will allow IU nursing students to work on a Naloxone program. IU Nursing faculty and MCHD will provide education and training on Naloxone distribution. There is no cost to this agreement.

**Angie Purdie, Commissioners' Administrator**

**I. MOVE TO APPROVE: AGREEMENT WITH CARDNO INC. FOR MITIGATION SERVICES. 57**

**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$113,500**

Executive Summary: This agreement will provide mitigation services for Cedar Ford Bridge. IDEM requires mitigation services for 10 years.

**Lisa Ridge, Highway**

**VIII. APPOINTMENTS**

**IX. ANNOUNCEMENTS**

**X. ADJOURNMENT**

**\*\*\*\*\*BREAK\*\*\*\*\***



**MINUTES  
MONROE COUNTY BOARD OF COMMISSIONERS'  
AUGUST 28, 2019  
NAT U HILL III MEETING ROOM  
COURTHOUSE  
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on August 28, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President; Lee Jones, Vice President; and Penny Githens, Commissioner. Also present: Jordan Miller, Payroll Administrator; Jeff Cockerill, Attorney; Angie Purdie, Commissioners' Administrator; Lisa Ridge, Highway Director; and Anita Freeman, Deputy Auditor.

**I. CALL TO ORDER**

The meeting was called to order by Thomas

**II. COMMISSIONERS' PUBLIC STATEMENT**

Statement read by Thomas

**III. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**

- NONE

**IV. PROCLAMATION – OVERDOSE AWARENESS DAY AUGUST 31, 2019**

**V. APPROVAL OF MINUTES**

- AUGUST 21, 2019

Jones made motion to approve. Githens seconded.

**Motion carried by voice vote.**

## **VI. APPROVAL OF CLAIMS DOCKET**

- **ACCOUNTS PAYABLE – AUGUST 28, 2019**
- **PAYROLL – AUGUST 30, 2019**

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

(Miller) Total for Accounts Payable - \$3,905,158.17

- \$3,291,407.58 – LIT Distribution
- \$198,346.60 – YSB Renovation
- \$92,951 – Limestone Greenway Trail Expansion

Total for Payroll - \$1,488,019.63

- 70.05% - Direct Costs
- 29.5% - Indirect Costs

**After call for public comment, Motion carried by voice vote.**

## **VII. REPORTS**

- **CLERK OF THE CIRCUIT COURT – JULY 2019**
- **WEIGHTS AND MEASURES – JULY 16 – AUGUST 15, 2019**
- **TRAFFIC/ROAD UPDATE**
  - Rockport Road closed between Bolin Lane and May Road between 7am & 5pm
  - Highland Village Subdivision Residents will be receiving notification of “No on Street Parking” the week of September 9<sup>th</sup> for paving.

## **VIII. NEW BUSINESS**

### **A. MOVE TO APPROVE: PARTNERSHIP AGREEMENT WITH INDIANA LIMESTONE SYMPOSIUM.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(John Robertson) We, Monroe County Parks & Recreation, are partnering with the Indiana Limestone symposium. We hope to increase instructional and educational opportunities in the art and tradition of carving limestone. For those that don't know about the limestone symposium for over 20 years they have been hosting a 3 week event at Bybee Stone in Ellettsville. They reached to us in an effort to expand their programming. We've worked out an agreement to dedicate space at Karst Farm Park and we are dedicating some space on the west side of the park for them to place some limestone bankers, which are just big limestone blocks, that they will use for different activities related to hand carving. We are excited to partner with them and think what they do is great. Our hope our efforts and theirs in the park will prolong their ability to program throughout the year as opposed to just that 3 week event. This is just a partnership agreement not a service agreement per se but if you have any questions I'm happy to answer them.



(Githens) When they hold the events they'll come out with the tools and they will provide the supervision.

(Robertson) That's correct. They'll provide the tools and they will be working with our staff to coordinate their events. They're going to do a couple different programs in 2019 but hopefully we can increase their programming in 2020.

(Thomas) So that's what I couldn't find on here is when this agreement ends.

(Robertson) There is no end time per se. I didn't want to coordinate any programs with them until we had the agreement ironed out.

(Thomas) Alright thank you.

(Jones) I've been aware of what they're doing in Ellettsville for quite some time and really it's a lot of fun. I hope a lot of people will take advantage of this.

(Robertson) I do too. And like I said limestone is obviously a unique heritage to Monroe County and we're very supportive of what they so we're hopeful as well.

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

**B. MOVE TO APPROVE: AMERICAN FINANCIAL CREDIT SERVICES, INC. AGREEMENT.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(Jessica McClellan) We are here to ask for the Commissioners approval of an agreement with American Financial Credit Services, Inc. to assist in collecting individual and business personal property tax. This will assist us in collecting taxes that don't go to tax sale and are difficult to collect due to mobile homes moving, out of state businesses and businesses that move or change their name. The County will receive 100% of the taxes collected by AFCS and AFCS will receive a collection fee from the tax payer. We submitted \$2.7 million in uncollected taxes to TRECS, the States income tax return debt set off program, and we've received back \$55,000 back so far. This agreement will help us collect more of that overdue tax. This is Liz Williams of AFCS to answer any other questions that you might have.

(Liz Williams) We have been able to collect in Indiana alone just over \$100 million dollars and that is money going back to 74 out of 92 counties that we work with in Indiana. We do this in a non-aggressive manor. We've never had to cease on physical asset. We work with the tax payers, we educate them if there's an error, say they went out of business we help them correct their paperwork with the Assessor get to a correct number and go from there. That's on the business side. Mobile homes we work with them if they've sold it, getting proper records, getting names changed correctly and getting those back taxes taken care of.

(Githens) It looks like in the paper work that the people can make their checks out to either party and then you've worked out a system for reimbursement.

(Williams) Yes. We remit back to the County monthly. Our goal is that we're taking some of the burden off of their office so we want the tax payers to come to us. We collect everything send it back with a nice report once a month with a check. We have a system if people come into the office to pay we've gotten taken care of.

(Githens) It also looks like people could arrange a payment.

(Williams) Yes. We handle payment arrangements in our office. Obviously if you owe \$2,000 in taxes you may not have \$2,000 up front. We want to work with those people to get them to a resolution. Our payment plan is less than twelve months to keep them current on their next year's taxes so it doesn't happen again. We understand that can't always happen but we work with the tax payers to make sure that it fits for everybody.

(Jones) How do you make your initial contact with tax payers?

(Williams) We start with a letter. We will get addresses from the Treasurer's office. We start with a certified letter that just says you have been certified to court, this is the situation, please contact us to get to resolution. We then implement what is called skip tracing, so we go in and look for new information, whether they've got an open/active business on Secretary of State, maybe they do business in another county that we work with we're able to use that information because it's all public information to bring it back to seek a resolution. But mostly letters and then phone numbers if we've got them but that's what we use the skip tracing for is to see if we can find a good phone number for those people to give them a call.

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

**C. MOVE TO APPROVE: CLOSURE AGREEMENT WITH HONEYWELL.**

**FUND NAME: N/A**

**FUND NUMBER: N/A**

**AMOUNT: N/A**

Jones made motion to approve. Githens seconded.

(Cockerill) This is about an agreement we entered into in December 2014 with Honeywell to do an energy savings project. That's been going on 4 ½ years and there wasn't a clean break for an ending point in this agreement so that's what this is for.

(Jones) How successful has this program been?

(Cockerill) We've done a lot of work. I think if you look the Showers Building we replaced all the heat pumps. We also did a lot of work in the Justice Building as well. I think all in all its worked really well. The biggest stumbling blocks we've always had have been in the jail and I think this addresses some of those issues.

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



**D. MOVE TO APPROVE: RESOLUTION 2019-20; APPROVING ISSUANCE OF BONDS FOR REDEVELOPMENT COMMISSION PROJECTS.**

**FUND NAME: TBD**

**FUND NUMBER: N/A**

**AMOUNT: NOT TO EXCEED \$8,000,000**

Jones made motion to approve. Githens seconded.

(Cockerill) What I'd like to do is just read the Now Therefore clauses so the public is aware.

(Thomas) That would be great.

(Cockerill) Now, Therefore the Board of Commissioners of Monroe County, Indiana resolves the following:

Section 1. The Commissioners hereby approve the issuance of the Bonds of the District to finance the costs of the Project, upon the following conditions: (a) the maximum aggregate original principal amount of the Bonds shall not exceed \$8,000,000; (b) the maximum term of the Bonds shall not exceed twenty (20) years; (c) the maximum interest rate on the Bonds shall not exceed 6% per annum; (d) the Bonds may be subject to redemption prior to maturity on any date not earlier than 7 years following the date of issuance of the Bonds, with such specific dates and redemption terms determined at the time of the sale of the Bonds and approved by the Commission, all upon the advice of the municipal advisor to the Commission; and (e) payment of interest on the Bonds may not be capitalized.

Section 2. This Resolution shall be in full force and effect from and after its adoption by the Commissioners.

A couple of things when I read Commission in that is referring to the Redevelopment Commission. The project consists of the acquisition of right-of-way and the design and construction of an extension to Profile Parkway, and a connector road for Vernal Pike and Gates Drive, in Monroe County, Indiana. And if you look at the map, I'm not sure it shows it extremely well on it, I will point out the roads we're talking about. So we're talking about the road that will connect Curry Pike to Gates Dr and the road that will connect Sunrise Greetings with a bridge over the railroad track to Gates Dr. The railroad bridge we have considerable federal funding that will help support that project, over \$7 million. When the RDC looked at this project it also included a connection from Jonathan Drive to the new construction but due to the need to make sure we had enough money for the federal match for the bridge project which is scheduled to occur later than the initial Profile Parkway, it was decided that that was going to be put on hold to make sure we could match the federal grant.

(Githens) And there's TIF money paying for this?

(Cockerill) This is solely a TIF bond I think there is, and this will go to the County Council, a general property tax backup for that. The numbers indicate that we should have at least 2-1 debt service coverage which means for every dollar we're supposed to pay in debt service the TIF is anticipated to collect too. So we've got fairly high coverage for that. There really shouldn't be any need for that property tax backup other than to get a lower interest rate associated with the lending. It's a good support for people in other areas in the country to know that they're going to get paid back.



**Jim Shelton**, with the Chamber and one of your appointees to the Redevelopment Commission. We approved this unanimously last week and certainly urge you to approve it also. It not only dramatically improve traffic circulation out there which is desperately needed right now and will be needed far more when Cook fully brings back on line the old GE plant. And it also opens up the old ABB site and makes it much more available for economic development. As Jeff said we've got full coverage and it should be a really good thing for the community. Thank you.  
**After call for public comment, motion carried by voice vote.**

**E. MOVE TO APPROVE: AGREEMENT WITH FIRST APPRAISAL GROUP AND GILBERT S. MORDOH & CO INC.**

**FUND NAME: 2016 GO BOND      FUND NUMBER: 4808      AMOUNT: \$850**

Jones made motion to approve. Githens seconded.

(Cockerill) Just to be clear for the record this is two different agreements. One with each of those but it's for the same purpose. The Parks Foundation purchased property on Dillman Rd a few years ago and at that point in time have leased with them for that for a Sheriff sub-station which anticipates the County at some point in time purchasing that property from the Park Foundation. We have a 2016 Bond money available for that purchase and this is to dot the i's and to cross the t's to get the two appraisals that are required for us to purchase property from another entity.

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

**F. MOVE TO APPROVE: ORDINANCE 2019-23; AMEND 86-09 SPEED LIMIT AND 86-01 NO SEMI TRUCK TRAFFIC.**

Jones made motion to approve. Githens seconded.

(Ridge) The first one is to amend Ordinance 86-09 Speed Limit by the **deletion** of the **35 mph** and the **addition** of **30 mph** locations:

- Harrell Rd

Amend Ordinance 86-09 Speed Limit by the **deletion** of the following **30 mph** locations:

- Muirfield Drive
- Shelburne Drive
- St. Patricks Court
- Trenton Overlook
- Turnbury Circle

Amend Ordinance 86-09 Speed Limit amended by the **addition** of the following **25 mph** locations:

- Muirfield Drive
- Shelburne Drive
- St. Patricks Court
- Trenton Overlook
- Turnbury Circle

- Andover Court
- Brewster Court
- Bristol Drive
- Chatham Drive
- Fawkesway Drive
- Liverpool Lane
- Manchester Court
- Winterberry Court
- Yorkshire Court

Amend Ordinance 89-01 NO Semi Truck Traffic by the **addition** at the following locations:

- Tabor Hill Rd
- Main Street (in Stinesville)
- Mt Carmel Road (no Right Turn out of Big Creek Quarry)

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

#### **IX. APPOINTMENTS**

- **NONE**

#### **X. ANNOUNCEMENTS**

- Celebrate recovery event "Paint the Town Purple" will be September 6 from 5-8pm. There will be music, games, and an opportunity to help paint a mural.
- All Monroe County Government Offices will be closed Monday, September 2, 2019 in observance of Labor Day.
- Next Commissioners' Meeting: September 4, 2019, at 10am in the Nat U Hill meeting room, 3<sup>rd</sup> floor of the Courthouse.

#### **XI. ADJOURNMENT**

The minutes of the August 28, 2019 Board of Commissioners' meeting were approved on September 4, 2019.

**Monroe County Commissioners**

Ayes:

Nays:

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: 9/4/19

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*

2019 Sophia Travis Community Service Grants

*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: General-Council Office

Fund Number: 1000-30031-0061

Amount: \$120,000

*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:

Council Office requests Commissioner's President's signature for the 2019 Sophia Travis Community Service Grants to award \$120,000 worth of grants to the selected recipients. (See attached Resolution 2019-16).

Person Presenting: Cheryl Munson or Kim Shell

Department: Council Office

Attorney who reviewed: Margie Rice

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

Submitted by: Cydney Pair

Date: 8/29/19

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**Resolution 2019-16**  
**Resolution to Award**  
**Sophia Travis Community Service Grants**

**WHEREAS**, Monroe County government has for years supported and encouraged the work and goals of private community social service organizations by awarding them grants; and

**WHEREAS**, in 2008 the Monroe county Council assumed the duties and obligations of overseeing the awarding of community services grants; and

**WHEREAS**, the Monroe County Council adopted Resolution 2008-81, "Resolution to Adopt Procedures for Awarding Community Services Grant" in September of 2008; and

**WHEREAS**, the Monroe County Council adopted Resolution 2013-15, "A Resolution Renaming the Community Services Grant Program in Honor of Sophia Travis; and

**WHEREAS**, in 2016 the Monroe County Council, by Resolution 2016-23 added Nutrition and Youth Enrichment Opportunities to the areas of Public Need to be eligible for support from the Sophia Travis Grant Fund; and

**WHEREAS**, a grant application review committee made up of three council members – Cheryl Munson, Eric Spoonmore and Kate Wiltz; and two private residents of Monroe County –Rachel Guglielmo and Frankie Presslaff– was established to review applications for community services grant funds for 2019; and

**WHEREAS**, for 2019 the total amount budgeted for community service grants is one hundred twenty thousand dollars (\$120,000.00); and

**WHEREAS**, for 2019 the Monroe County Council received 37 applications, requesting support in the amount of \$241,597.91 and

**WHEREAS**, the grant application review committee, after a thorough review of all applications, invited all applicants to appear at a public meeting on June 24<sup>th</sup>, 2019, and make brief presentations to the committee and the public via CATS; and

**WHEREAS**, the grant application review committee, after hearing the presentations and further review of all applications, recommends to the full Council that the \$120,000.00 in the Sophia Travis Community Services Grant Fund be awarded as per the breakdown shown in the list below;

**NOW THEREFORE, BE IT RESOLVED THAT:**

The Monroe County Council's total distribution of the Sophia Travis Community Service Grant Funds for 2019 shall be as follows:

<u>AGENCY</u>	<u>AWARD</u>
All-Options Pregnancy Resource Center	\$3,900.00
Amethyst House	\$2,300.00
Big Brothers, Big Sisters	\$6,500.00
Boys & Girls Clubs	\$5,000.00
Catholic Charities of Bloomington	\$2,200.00
Cardinal Stage	\$1,450.00
Community Justice and Mediation Center	\$2,460.00
Community Kitchen	\$6,700.00
El Centro Comunal Latino	\$1,990.00
Girls Inc.	\$2,270.00
Grace Center, Inc.	\$5,400.00
Harmony School Corporation	\$600.00
Hoosier Hills Food Bank	\$4,800.00
Hoosiers Feeding the Hungry	\$2,000.00
Indiana Recovery Alliance	\$5,000.00
IU Health Bloomington Community Health	\$600.00
Lotus Education & Arts Foundation	\$1,750.00
Middle Way House	\$4,000.00
MidWay Music Speaks	\$1,400.00
Monroe County Health Department	\$2,250.00
Monroe County Parks & Recreation Department	\$2,100.00
Monroe County United Ministries	\$3,400.00
Mother Hubbard's Cupboard	\$1,130.00
My Sister's Closet	\$1,000.00
New Hope For Families	\$3,750.00
New Leaf- New Life	\$5,000.00
Planned Parenthood of IN & KY	\$5,300.00
Safe Families for Children	\$5,300.00
Shalom Community Center	\$2,700.00
Society of St. Vincent de Paul	\$5,400.00
South Central Community Action Program	\$5,750.00
South Central Indiana Housing Opportunities	\$3,500.00
Team First Book	\$2,300.00
The Warehouse	\$3,500.00
Wheeler Mission	\$4,800.00
Writing For (A) Change Foundation	\$2,500.00
<b>TOTAL</b>	<b>\$120,000.00</b>



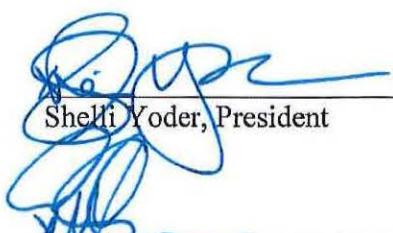
Presented to the Monroe County Council of Indiana, read in full, and adopted this **23rd day of July, 2019.**

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**MONROE COUNTY COUNCIL**

**"AYES"**


**"NAYS"**

  
\_\_\_\_\_  
Shelli Yoder, President

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Shelli Yoder, President

  
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Eric Spoonmore, President Pro Tempore


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Eric Spoonmore, President Pro Tempore

  
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Trent Deckard, Member


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Trent Deckard, Member

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Marty Hawk, Member


  
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Marty Hawk, Member

  
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Geoff McKim, Member

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Geoff McKim, Member


  
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Cheryl Munson, Member

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Cheryl Munson, Member

  
\_\_\_\_\_  
Kate Wiltz, Member

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Kate Wiltz, Member

**ATTEST:**

  
\_\_\_\_\_  
Catherine K. Smith, Auditor  
Monroe County, Indiana

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 4, 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*

Ordinance 2019-27 Conflict of Interest requirements

*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:

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:

Ordinance 2019-27 is an ordinance to amend Monroe County Code chapters 296 and 430 to reflect the conflict of interest requirements of PL3-2019.

Person Presenting: David B. Schilling

Department: Legal

County Legal Review required prior to submission of this form for all contracts  
Attorney who reviewed: David B. Schilling

Submitted by: David B. Schilling

Date: 8/29/2019

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

ORDINANCE 2019-27

An ordinance to incorporate the requirements of Indiana Code 36-1-27 into the Monroe County Code of Ethics and into the Monroe County Building Code.

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana ("Board of Commissioners") established the Monroe County Code of Ethics through the adoption of Monroe County Code Chapter 296;

WHEREAS, the Monroe County Code of Ethics defines the term "conflict of interest" and sets forth regulations regarding conflicts of interest in the context of contract awarding and administration;

WHEREAS, the Board of Commissioners established the Monroe County Building Code through the adoption of Monroe County Code Chapter 430;

WHEREAS, the Monroe County Building Code authorizes and directs the Monroe County Building Department to inspect new building plans and construction and to issue building permits and certificates of occupancy;

WHEREAS, the Indiana General Assembly added Chapter 36-1-27 to the Indiana Code through the adoption of Senate Enrolled Act 143 as Public Law 3-2019;

WHEREAS, IC 36-1-27 requires local governments to adopt ordinances regulating conflicts of interest with respect to the performance of inspections and the issuance of permits by their building departments; and,

WHEREAS, the Board of Commissioners find that the conflict of interest requirements of IC 36-1-27 should be extended to all permitting agencies of Monroe County government by amending the scope and substance of the Monroe County Code of Ethics conflict of interest provisions to include, satisfy, and extend the requirements of IC 36-1-27;

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

Section 1. The definition of the term "conflict of interest" set forth in Monroe County Code Subsection 296-1(B) shall be, and hereby is, amended to read as follows:

**296-1 Definitions**

....

- (B)** "Conflict of interest" means a situation in which the private financial interest of a Monroe County government officer, employee, or agent, or of the spouse, immediate family member, or partner (business or domestic) of an officer, employee, or agent, or of an organization that employs or is about to employ any of the above, may influence the officer's, the employee's, or the agent's performance of a public duty.



Section 2. The Conflict of Interest provisions of Monroe County Code Section 296-2 shall be, and hereby are, amended to read as follows:

**296-2 Conflict of Interest**

No employee, officer, or agent of Monroe County government shall participate, directly or indirectly: in the selection, in the award, or in the discretionary administration of a contract; in an inspection; or, in granting a permit, if a conflict of interest, real or apparent, would be involved.

Should a conflict of interest arise in the foregoing contexts, the conflicted employee, officer, or agent shall; immediately report the existence of the conflict to her or his supervisor and to the County Commissioners' Administrator, in writing; and, as soon as reasonably possible, assign participation in, and oversight of, the matter to a deputy within the office or department (or request the same to be done) or, if no deputy is in place, to a qualified officer, employee, or agent who will be temporarily appointed by the County Commissioners to participate in and/or oversee the specific matter giving rise to the conflict.

Section 3. Section 22, which shall read as follows, shall be, and hereby is, added to Monroe County Code Chapter 430:

**430-22 Conflict of Interest**

In the event the administration of this Chapter would result in a conflict of interest, as defined in Monroe County Code ("MCC") Chapter 296, the conflict of interest provisions of MCC Section 296-2 shall be followed.

Section 4. The Commissioners' Administrator is authorized to prepare any forms necessary to fully implement the provisions of this ordinance.

Section 5. This ordinance shall take effect upon adoption.

[end of page]

SO APPROVED AND ORDAINED by the Board of Commissioners this \_\_\_\_ day of September, 2019.

AYE VOTES

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS

\_\_\_\_\_  
CATHERINE SMITH, Auditor

NAY VOTES

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 4, 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*

Ordinance 2019-28  
Amending Monroe County Code Chapter 262

*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:

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:

Ordinance 2019-28 is an ordinance to amend the hours of operation and and littering provisions of Monroe County Code Chapter 262.

Person Presenting: David B. Schilling

Department: Legal

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

Attorney who reviewed: David B. Schilling

Submitted by: David B. Schilling

Date: 8/29/2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



ORDINANCE 2019-28\_

An ordinance amending the penalty, remedy, and enforcement provisions of Monroe County Code Chapter 262, which chapter establishes hours of operation and other regulations for the use of the Monroe County Courthouse grounds.

WHEREAS, Indiana Code 36-2-2-24 requires the Board of Commissioners of the County of Monroe, Indiana ("Board of Commissioners") to establish and maintain the Monroe County Courthouse;

WHEREAS, Indiana Code 36-1-4-6 authorizes the Board of Commissioners to adopt regulations to protect and maintain the property of Monroe County, Indiana;

WHEREAS, Indiana Code 36-8-2-4 authorizes the Board of Commissioners to regulate conduct and the use of property that might endanger the public health safety and welfare;

WHEREAS, the Board of Commissioners established regulations regarding littering and the consumption of alcohol on the grounds of the Monroe County Courthouse and regarding the hours of operation or public use of the Courthouse grounds, through the establishment of Monroe County Code Chapter 262;

WHEREAS, the Board of Commissioners adopted Chapter 262 in order to respond to the following conditions, which the Board of Commissioners found to exist:

numerous individuals have been camping overnight on the Monroe County Courthouse grounds, including at the entrances to the Courthouse;

individuals camping overnight on the Monroe County Courthouse grounds are leaving trash and garbage on the grounds, in violation of Indiana law;

individuals camping overnight on the Monroe County Courthouse grounds have been urinating and leaving human waste on the grounds, in violation of Indiana law;

individuals camping overnight on the Monroe County Courthouse grounds have been consuming alcohol on the grounds to the point of vomiting on the grounds and the walkways around the grounds, in violation of Indiana law;

the littering, the human waste deposits, and other by-products of excessive alcohol consumption must be, and expeditiously are, removed and cleaned up by the Commissioners' Maintenance Department personnel;

the placement of trash, garbage, human waste, and vomit on the Monroe County Courthouse grounds have created conditions that might endanger the public health, safety, and welfare;

the placement of trash, garbage, human waste, and vomit on the Monroe County Courthouse grounds has increased the cost of maintaining the grounds and has unreasonably increased the workload of the Commissioners' Maintenance Department;

the Monroe County Courthouse grounds are neither intended nor zoned for use as an overnight camping facility; and,

amending the Monroe County Code to include provisions addressing the health dangers and maintenance costs created by unlawful overnight camping, littering, human waste deposit, and alcohol consumption on the Monroe County Courthouse grounds would promote the public health, safety, and welfare, would protect the County fisc, and would help preserve the beauty and utility of the grounds;

WHEREAS, the Board of Commissioners further find that incidents of alcohol consumption during the day, fighting, and the deposit of trash, garbage, human waste, and used syringes on the Courthouse grounds persist and remain a detriment to the healthful and peaceful enjoyment of the grounds, and constitute a public health and safety hazard to those visiting the Courthouse to work and to conduct public business;

WHEREAS, certain amendments have been proposed to Monroe County Code Chapter 262;

WHEREAS, the Board of Commissioners have reviewed the proposed amendments and find that adopting the proposed amendments would promote the public health, safety, and welfare, in a manner that is both reasonable and respectful of the public's right to enjoy the grounds as a place for rest and conversation;

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

Section 1. Section 262-1 of the Monroe County Code shall be, and hereby is, amended to read as follows:

**262-1. Monroe County Courthouse Hours of Operation, Violations**

The Monroe County Courthouse grounds shall be open for public use during the hours of 6:00 a.m. through 10:00 p.m., Monday through Sunday, unless extended hours are approved for an event in accordance with M.C.C. 260. Otherwise, the Monroe County Courthouse grounds shall be closed to public use. Signs stating the foregoing hours of operation shall be posted on the Monroe County Courthouse grounds. A person who violates this section commits a Class E ordinance violation and is subject the civil penalties and terms set forth in Monroe County Code Chapter 115. Additionally, or in the alternative, a person using of the

Monroe County Courthouse grounds during the hours of closure may be directed to leave the grounds and may be charged by the State of Indiana, pursuant to Indiana Code 35-43-2-2, with the offense of trespass.

**262-2. Littering on the Monroe County Courthouse Grounds, Violations**

Littering is prohibited on the Monroe County Courthouse grounds. For purposes of this section, the term "littering" means "recklessly, knowingly, or intentionally placing or leaving refuse, which may include solid and semisolid wastes, dead animals, and offal, on the Monroe County Courthouse grounds, except in a container provided for such refuse." A person violating this section commits a Class E ordinance violation and is subject to the civil penalties and terms set forth in Monroe County Code Chapter 115. Additionally, or in the alternative, a person responsible for littering on the Monroe County Courthouse grounds may be charged by the State of Indiana, pursuant to Indiana Code 35-45-3-2, with the criminal offense of littering.

**262-3. Consuming Alcohol on the Monroe County Courthouse Grounds, Violations**

The consumption of alcohol on the Monroe County Courthouse grounds is prohibited, unless expressly authorized as part of an event approved pursuant to M.C.C. 260. A person violating this section commits a Class E ordinance violation and is subject to the civil penalties and terms set forth in Monroe County Code Chapter 115.

**262-4. Courthouse Grounds**

For purposes of this section, the term Monroe County Courthouse grounds refers to the land surrounding and adjacent to the Monroe County Courthouse building, between the public sidewalks along Walnut Street, Kirkwood Avenue, College Avenue, and Sixth Street.

**262-5. Subsequent Violations and Enforcement**

In addition to the penalties and remedies set forth above, a person who commits a second or subsequent violation of this chapter is subject to an escalating scale of expulsion from the Courthouse grounds (e.g., expulsion for thirty days for the second violation, sixty days for the third violation, 90 days for the fourth violation, and so forth). Those who are found on the Courthouse grounds during a period of expulsion, are trespassing on the property, and may be so charged, unless they are actively engaged in conducting County business (e.g., recording a document, attending a

meeting, etc.). The provisions of this ordinance may be enforced by Monroe County Maintenance staff and by law enforcement officers.

Section 2. This ordinance shall take effect upon adoption and publication in accordance with Indiana Code 36-2-4-8.

SO APPROVED AND ORDAINED by the Commissioners this \_\_\_\_ day  
of \_\_\_\_\_, 2018.

AYE VOTES

NAY VOTES

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS

\_\_\_\_\_  
PENNY GITHENS

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH, Auditor

#### CERTIFICATION OF PUBLICATION

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 \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019, and in the Journal (Ellettsville) on \_\_\_\_\_, 2019 and \_\_\_\_\_, 201. Thus, the effective date of the ordinance is \_\_\_\_\_, 2019.

\_\_\_\_\_  
CATHERINE SMITH, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: September 4, 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*

Ordinance 2019-29  
Amendment to Monroe County Code Chapter 257

*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:

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:

An ordinance to amend the definition and penalty provisions of Monroe County Code Chapter 257.

Person Presenting: David B. Schilling

Department: Legal

County Legal Review required prior to submission of this form for all contracts  
Attorney who reviewed: David B. Schilling

Submitted by: David B. Schilling

Date: August 29, 2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## ORDINANCE 2019-29

An ordinance amending the definition of "Camp paraphernalia" set forth in Monroe County Code Chapter 257 and adding an additional type of remedy for violations of that Chapter.

WHEREAS, Indiana Code 36-1-4-6 authorizes the Commissioners to adopt regulations to protect and maintain the property of Monroe County, Indiana;

WHEREAS, Indiana Code 36-8-2-4 authorizes the Commissioners to regulate conduct and the use of property that might endanger the public health, safety, and welfare;

WHEREAS, pursuant to the foregoing authorities, the Commissioners adopted Monroe County Code Chapter 257, which prohibits camping, littering, and storage of personal property on Monroe County property and which establishes procedures for the removal of unlawfully stored property;

WHEREAS, certain amendments to Monroe County Code Chapter 257 have been proposed; and,

WHEREAS, the Commissioners find that the adoption of the proposed amendments would promote the public health, safety, and welfare;

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

Section 1. The definition of "Camp paraphernalia" set forth in Monroe County Code Section 257-4 shall be, and hereby is, amended to read as follows:

**257-4. Definitions.**

....

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, hammocks, camp fires, or other cooking facilities, and similar equipment.

Section 2. Monroe County Code Section 257-5 shall be, and hereby is, amended to read as follows:

**257-5. Violations— Penalties, Remedies, and Enforcement.**

The violation of any of the provisions of this Chapter shall be a Class C Ordinance Violation. One who violates this chapter shall be subject to the following penalties and remedies: the civil penalties and terms set forth in of Monroe County Code Chapter 115; and/or, an escalating scale of

expulsion from the County property (e.g., expulsion for thirty days for the first violation, sixty days for the second violation, 90 days for the third violation, and so forth). Those who are found on the County property from which they were expelled, during a period of expulsion, are trespassing on the property, unless they are actively engaged in conducting County business (e.g., recording a document, attending a meeting, etc.). The provisions of this ordinance may be enforced by Monroe County Maintenance staff, by any County employee responsible for maintaining or managing the County property, and by law enforcement officers.

Section 3. This ordinance shall take effect upon adoption. The penalty provisions of Section 257-5 shall take effect upon advertisement in accordance with Indiana Code 36-2-4-8.

SO APPROVED AND ORDAINED by the Commissioners this \_\_\_\_ day of May, 2018.

AYE VOTES

NAY VOTES

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS

\_\_\_\_\_  
PENNY GITHENS

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH, Auditor

**CERTIFICATION OF EFFECTIVE DATE  
OF THE PENALTY PROVISIONS OF MCC 257-5  
AS ADOPTED BY ORDINANCE 2019-\_\_**

I, Catherine Smith, as Auditor of Monroe County, Indiana, and as Secretary of the Board of Commissioners of the County of Monroe, Indiana, hereby certify that the penalty provisions of the foregoing ordinance were published in the following newspapers of general circulation within Monroe County, Indiana, on the following dates, and that, pursuant to Indiana Code 36-2-4-8, the penalty provisions of the foregoing ordinance were of full force and effect as of \_\_\_\_\_, 2019.

Newspaper

Dates

Herald-Times

\_\_\_\_\_ and \_\_\_\_\_

The Ellettsville Journal

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
CATHERINE SMITH, Auditor

S E A L



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: **September 4, 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*

Ordinance 2019-30  
Amendment to Monroe County Code Chapter 442

*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: 

**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:

An ordinance to amend the domestic pet and penalty provisions of Monroe County Code Chapter 442.

Person Presenting: David B. Schilling

Department: Legal

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

Attorney who reviewed: David B. Schilling

Submitted by: David B. Schilling

Date: August 29, 2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## **ORDINANCE 2019-30**

An ordinance to amend Monroe County Code Chapter 442, concerning domestic pets in and around certain county properties.

**WHEREAS**, the Board of Commissioners of the County of Monroe, Indiana ("Board of Commissioners") banned domestic pets from County buildings (owned or leased) and banned dogs from County properties (owned or leased) through the establishment of Monroe County Code Chapter 442;

**WHEREAS**, certain amendments have been proposed to Monroe County Code Chapter 442, which would authorize the presence of dogs on County properties (owned or leased), subject to certain restrictions and requirements;

**WHEREAS**, due to the restrictions and requirements, the Board of Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County;

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

Section 1. Monroe County Code Chapter 442 shall be, and hereby is, amended to read as follows:

### **CHAPTER 442**

#### **DOMESTIC PETS IN AND AROUND CERTAIN COUNTY PROPERTIES**

##### **442-2. Domestic Pets Prohibited in Certain Buildings**

No person shall bring a domestic pet into any building owned or leased by Monroe County, Indiana. These buildings include, but are not limited to the following: the Monroe County Courthouse, the Curry Building, Justice Building, Health Services Building, Youth Shelter or offices leased by the County at 238 West Seventh Street, and 405 West Seventh Street in the city of Bloomington, Indiana. This section shall not apply to service animals which are permitted by IC 16-32-3-2.

##### **442-3. Monroe County, Indiana, Property Grounds**

Subject to any prohibition or limitation imposed by the lessor of the property, dogs are allowed on the walks and grounds of all Monroe County owned or leased properties, as listed above in Section 442-2, provided that at all times the dogs are on a leash and under the control of the dog's owner or attendant. The owner of attendant of a dog on County owned or leased property shall promptly pick up any

feces deposited by the dog on the property and dispose of the same in a sanitary manner.

**442-4. Penalties, Remedies, and Enforcement**

- (A) The Monroe County Sheriff's Department, Animal Management Department, or Courthouse Maintenance/Security Department may enforce the provisions of this chapter by issuance of written citation to those persons charged with its violation. Any person issued a written notice of violation (i.e., a citation) of this chapter shall pay the penalty prescribed by Monroe County Code Chapter 115 to the Monroe County Auditor within seven (7) days, and such fines shall be deposited in the Monroe County General Fund.
- (B) In the event that the citation penalty is not within the prescribed period, the matter shall be referred to the County Attorney for prosecution as a Class E Ordinance Violations subject to the civil penalties and terms of Monroe County Code Chapter 115.
- (C) In lieu of issuing a citation, the enforcement officer, may, in his or her discretion: issue an official warning to the person advising her or him of their violation of this Chapter direct the violator to leave the County building or property; and, if the person has violated the chapter on more than one occasion, subject the violator to an escalating scale of expulsion from the County building or property (e.g., expulsion for thirty days for the second violation, sixty days for the third violation, 90 days for the fourth violation, and so forth). Those who are found on County property during a period of expulsion, are trespassing on the property, and may be so charged, unless they are actively engaged in conducting County business (e.g., recording a document, attending a meeting, etc.).

Section 2. This ordinance shall be effective upon adoption. The penalty provisions shall be effective upon advertisement in accordance with Indiana Code 36-2-4-8.

SO APPROVED AND ORDAINED this \_\_\_\_ day of \_\_\_\_\_, 2019.

MONROE COUNTY BOARD OF COMMISSIONERS

"Ayes"

"Nays"

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
JULIE THOMAS, President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
LEE JONES, Vice President

\_\_\_\_\_  
PENNY GITHENS

\_\_\_\_\_  
PENNY GITHENS

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE SMITH, Auditor

CERTIFICATION OF PUBLICATION

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 \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019, and in the Journal (Ellettsville) on \_\_\_\_\_, 2019 and \_\_\_\_\_, 201. Thus, the effective date of the ordinance is \_\_\_\_\_, 2019.

\_\_\_\_\_  
CATHERINE SMITH, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 4, 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*

Contract with Donna Barbrick to provide YOGA  
Classes to County Employees

*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: Self Insurance

Fund Number 4700

Amount: \$50 per Class

*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:

In an ongoing effort to increase employee health, the County is contracting to offer Yoga classes to it's employees.

Person Presenting: Jeff Cockerill

Department: Legal

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

Submitted by: Jeff Cockerill

Date: 7/18/19

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



## CONTRACT FOR EMPLOYEE WELLNESS-YOGA

Agreement made the \_\_\_\_ day of July, 2019, between, Donna Barbrick ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall perform Yoga instruction to County Employees. It is anticipated that there will be a total 24 Yoga classes offered, that number can vary based upon written consent by both parties..
2. **Term.** Contractor shall perform the work after scheduling times with the County Commissioner Administrator. Contractor is a part time employee for the County, therefore, no work may be scheduled that would place employee in an overtime situation.
3. **Cost.** The total cost of the work shall be \$50 per class. Contractor shall send invoices to Jill Newman, 100 W. Kirkwood Ave, Bloomington IN 47404.
4. **Worker's Compensation.** Contractor is a part time employee.
5. **Liability Insurance.** Monroe County Reserves the right to require Contractor to purchase and maintain comprehensive general liability insurance in amounts it determines reasonable.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Monroe Count government does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The parties are aware of this policy/practice and agree to abide by it. If any officer, employee, agent, or independent contractor (including employees, etc.) experience any treatment or action they believe constitutes sexual harassment, they agree to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Monroe County Commissioners' Administrator.

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

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

Donna Barbrick  
"Contractor"

Board of Commissioners of Monroe County  
"Board"

Donna Barbrick

by

Date

8/29/2019

ATTEST: \_\_\_\_\_, 2019

\_\_\_\_\_  
Catherine Smith, Auditor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2019

## PRODUCER

Insurance Plus

800-222-1110

Willis of New York, Inc., Brookfield Place  
200 Liberty Street, 6th Floor  
New York, NY 10281

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Donna Barbrick

546 W Lois Lane

Bloomington, IN 47403

Ins. # 42832

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Aspen Specialty Insurance Company

10717

Report all claims to Insurance Plus Program via e-mail at  
ProfessionalLiabilityClaims@aspen-insurance.com

INSURER B

INSURER C

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		02/25/2019	02/25/2020	EACH OCCURRENCE \$ 2 000 000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 000
	CLAIMS MADE X OCCUR	#LRAFVTX18A0M			MED EXP (Any one person) \$ N/A
					PERSONAL & ADV INJURY \$ 2 000 000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 3 000 000
	X POLICY PRO-JECT LOC				PRODUCTS - COM/OP AGG \$ 2 000 000
					BUS. PERS. PROP. AGG/DED \$ 1 000 / \$ 250
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E L EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$
					E L DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	#LRAFVTX18A0M	02/25/2019	02/25/2020	2 000 000 per occurrence / \$3 000 000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Not Applicable

## CERTIFICATE HOLDER

Not Applicable

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

INS025 (200901)

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## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **September 4, 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*

Resolution 2019-21 A Resolution Approving the Issuance of County General Obligation Bonds

*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: **2019 GO BOND CAPTIAL PROJEC**

Fund Number: **4812**

Amount: **Not to exceed \$5,170,000**

*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:

The Commissioners are required to pass a resolution in order to allow the County to issue a General Obligation Bond. The request for the Bond will fund \$5 million in projects. The allowed projects are found in Exhibit A to the Bond Ordinance which reads as follows:

"The projects include highway vehicles, fiber improvements, Nat U. Hill technology improvements, general County vehicle acquisition and improvements (including retrofitting for propane), construction of a propane filling station, probation vests, low treasurer software, vending machines, fans, Alexander Monument improvements, sealant on parking garage, justice building pin tuck, election equipment, roundabout design/landscape, ADA paved seating area on Courthouse lawn, fair board, and all related improvements and the incidental expenses in connection with these projects."

Person Presenting: **Jeff Cockerill**

Department: **Legal**

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

Attorney who reviewed: **Jeff Cockerill**

Submitted by: **Jeff Cockerill**

Date: **7/18/19**

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**RESOLUTION NO. 2019-21**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA REGARDING APPROVAL OF ISSUANCE OF MONROE COUNTY GENERAL OBLIGATION BONDS AND, IF NECESSARY, BOND ANTICIPATION NOTES**

WHEREAS, the Board of Commissioners of Monroe County, Indiana (the "Board" and the "County", respectively) has considered undertaking certain public improvement projects in the County as more fully set forth in summary fashion on Exhibit A hereto (collectively, the "Projects") and hereby determines that it would be of public utility and benefit and in the best interests of the citizens of the County to proceed with the acquisition and construction of the Projects and the financing thereof through the issuance of general obligation bonds of the County (the "Bonds") and, if necessary, bond anticipation notes (the "BANs"), pursuant to Indiana Code 36-2-6, as amended, and other applicable provisions of the Indiana Code (collectively, the "Act"); and

WHEREAS, the estimated costs of the Projects, including engineering, financial advisory and legal fees, is in the estimated amount of not to exceed Five Million One Hundred Seventy Thousand Dollars (\$5,170,000); and

WHEREAS, the Projects and the financing by the County of the Projects, together with expenses incidental thereto, are necessary, are authorized by the Act and will be of public utility and benefit to the County and its citizens; and

WHEREAS, the Board finds that the County does not have sufficient funds available or provided for in the existing budgets and tax levies that may be applied to the costs of the Projects and that it is necessary to finance the entire costs of the Projects by the issuance of the Bonds in one or more series, payable from *ad valorem* taxes to be levied upon all of the taxable property located in the County, in an aggregate principal amount not to exceed Five Million One Hundred Seventy Thousand Dollars (\$5,170,000) and, if necessary, BANs; and

WHEREAS, prior to the issuance of the Bonds and, if necessary, BANs, the County Council will adopt an ordinance approving the issuance of such Bonds and, if necessary, BANs (such ordinance, herein the "Bond Ordinance"); and

WHEREAS, the Act requires that the Bonds and, if necessary, BANs, when issued, be executed by the Board and the Board finds that it should provide its approval for the issuance of the Bonds and, if necessary, BANs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA:

Section 1. The Board does hereby approve the issuance of the Bonds and, if necessary, BANs of the County pursuant to the provisions of the Act in an aggregate principal amount not to exceed Five Million One Hundred Seventy Thousand Dollars (\$5,170,000), for the purpose of



procuring funds to apply to the costs of the Projects, together with expenses on account of the issuance thereof. The terms of the Bonds shall be as set forth in the Bond Ordinance approved by the Council.

Section 2. This resolution shall be in full force and effect immediately upon its passage.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BOARD OF COMMISSIONERS OF  
MONROE COUNTY, INDIANA

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Member

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor  
Monroe County, Indiana

## **EXHIBIT A**

### *Description of Projects*

The projects include highway vehicles, fiber improvements, Nat U. Hill technology improvements, general County vehicle acquisition and improvements (including retrofitting for propane), construction of a propane filling station, probation vests, low treasurer software, vending machines, fans, Alexander Monument improvements, sealant on parking garage, justice building pin tuck, election equipment, roundabout design/landscape, ADA paved seating area on Courthouse lawn, fair board, and all related improvements and the incidental expenses in connection with these projects

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: September 4, 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*

Ratify of agreement between the Monroe County Health Department and Indiana University.

*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: NA

Fund Number NA

Amount: NA

**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:

The Monroe County Health Department requests approval of agreement with IU that will allow both parties to work with nursing students on a Naloxone program. IU Nursing faculty and the MCHD will provide education and training to students who will then conduct community education and training on Naloxone. This will provide a rich educational experience for the students and assist the health department in Naloxone distribution.  
This agreement has no money attached to it.

Person Presenting: Penny Caudill Angie Purdie

Department: Health

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

Submitted by: Penny Caudill

Date: 8/28/2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**MASTER AFFILIATION AGREEMENT**

**BETWEEN**

**The Trustees of Indiana University**

**AND**

**Monroe County Health Department**

This Agreement is by and between The Trustees of Indiana University ("University") and Monroe County Health Department ("Facility") located in Bloomington, IN.

**WITNESSETH**

**Whereas**, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the University, the parties have agreed to the terms and provisions set forth below:

I. **Purpose and Consideration**: The purpose of this Agreement shall be to provide clinical experience to students enrolled in those programs listed in "Exhibit A" to this Agreement. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

II. **Terms and Conditions**: Pursuant to the above-stated purpose, the parties agree as follows:

A. **Term and Termination**:

**TERM**:

1. The Term of this Agreement shall be for a period of four years, beginning on August 1, 2019

**TERMINATION**:

2. Notwithstanding any other method of termination set forth elsewhere in the Agreement, this Agreement shall terminate:
  - a. by mutual consent of both parties; or
  - b. by either party upon ninety (90) days written notice to the other party.

In the case of early termination, any students currently participating in a clinical experience at Facility will be allowed to complete their experience.

- B. Revisions: This Agreement is subject to changes and revision as necessary and by agreement of the parties; provided, however, that any such change or revision must be agreed to in writing by both parties in order to be binding.
- C. Placement of Students: The University shall notify the Facility at least sixty (60) days prior to the beginning of each clinical experience of the number of students it desires to place at the Facility. The Facility shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.
- D. Discipline: While enrolled in a clinical experience at the Facility, students will be subject to all applicable policies of the Facility, including the dress code. The Facility may immediately remove from the premises any student who poses an immediate threat or danger to clients, staff, visitors of the premises or the public; in all other cases, students shall be dismissed from participation in the clinical experience only after the appropriate disciplinary policies and procedures of the University have been followed.
- E. University-Specific Responsibilities: The following duties shall be the specific responsibilities of the University:
  - 1. Identify students for placement at the Facility.
  - 2. Maintain liaison with Facility for supervision of students at Facility for clinical experience.
  - 3. Establish a procedure for notifying the Facility if a student is unable for any reason to report for clinical training.
  - 4. Establish professional liability and other insurance coverage as follows:
    - a. During the term of this Agreement, University agrees to provide evidence of adequate general liability insurance covering the acts or omissions of its faculty, employees and instructors during their participation in the Program. University agrees to provide notification to Facility if a lapse or change in insurance coverage occurs during the term of the Agreement.

- b. If the student(s) are training in one of the health care provider professions listed in Ind. Code 34-18-2-14, as amended and as it may be amended from time to time, the University shall carry for each qualified student Professional Liability Insurance covering claims made, arising out of and within the scope of the educational/clinical activities engaged in by the student under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the student as set forth in Ind. Code 34-18-4-1, as amended and as it may be amended from time to time. University's obligation under this paragraph shall be no greater than that provided for in its insurance coverage, which, for example, does not cover claims arising out of or related to intentional misconduct or gross negligence.
  - c. If the student(s) do not qualify for coverage by the University under 4(b) above, the University shall cause each such student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each student that arises out of and during the course of each such student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
  - d. The parties acknowledge that professional liability insurance may not be required for those students that will not have client contact. Facility shall make the final determination whether professional liability insurance is necessary for a particular educational program.
- 5. Inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the University and the Facility.
  - 6. Distribute to students the Facility's pertinent policies and procedure, if such materials are provided by the Facility.
  - 7. Direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However,



students are not and shall not be considered to be employees of the Facility. In addition, University agrees that a student's breach of Facility's policies concerning confidentiality shall be grounds for student discipline by University, including dismissal from the educational program and/or removal from the Facility.

8. To instruct students that they are responsible:
  - a. To follow policies and procedures of the Facility throughout the affiliation.
  - b. To provide written evaluation of the Facility to both Facility and the University upon request.
  - c. To provide health records upon request by the Facility. Typical requests include proof of Immunization tests, including MMR, PPD and Hepatitis B and/or Hepatitis declination form.
  - d. To provide documentation to the Facility of personal health insurance in effect during the term of assignment.
  - e. To provide documentation of appropriate liability insurance as provided in Paragraph E.4(c), if applicable.
  - f. To obtain, if required by the Facility, a criminal background check that meets the Facility's requirements and to provide a copy of the results of the background check to the University and the Facility.

F. Facility-Specific Responsibilities: The following duties shall be the specific responsibilities of the Facility:

1. Provide an orientation for the purpose of familiarizing students with Facility's physical facilities, philosophy, policies and procedures for providing care, and such other aspects of Facility's operations as are pertinent to the educational experience of the students.
2. Maintain a sufficient level of staff support to provide supervision of students and to carry out normal service functions without having students perform in lieu of staff. Notify the University if staffing falls below this level while students are present on scheduled affiliation.
3. Provide for the students a caseload and assignments that are consistent with "Exhibit B", appropriate to his/her needs and level of

experience and proficiency, and that are of sufficient size and variety to ensure the best educational experience possible.

4. Notify the University in writing of any changes within the Facility which would alter significantly the specified clinical education experiences for the students.
5. Retain complete responsibility for all of the Facility obligations, including client care, providing adequate supervision of students at all times.
6. Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff employees.
7. Provide or obtain emergency medical treatment for students if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the student treated.
8. Maintain all applicable accreditation requirements and certify such compliance to the University or other entity as requested by the University. The Facility shall also permit authorities responsible for accreditation of the University's curriculum to inspect the Facility's clinical facilities and services as necessary.

G. Mutual Responsibilities: The parties shall cooperate to fulfill the following mutual responsibilities:

1. The parties shall appoint two persons to be responsible for the Program. University shall appoint a program coordinator ("Coordinator") and the Facility shall appoint a program supervisor ("Supervisor"). Each party shall supply the other party with the name of this person along with the person's professional and academic credentials. Each party shall promptly notify the other in writing of any change of the person appointed. University will disclose information from a student's educational record, as appropriate, to personnel at Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act. Facility agrees that its personnel will use such information only in furtherance of the Program, and that the information shall only be disclosed to third parties in accordance with the Family Educational Rights and Privacy Act.
2. Each party shall comply with all federal, state, and municipal laws,

rules and regulations which are applicable to the performance of this Agreement, including Monroe County's policies and regulations prohibiting any and all types of harassment. Facility shall ensure students are made aware of Monroe County policies and regulations.

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the University.
4. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.

Facility acknowledges that the University has adopted a Sexual Misconduct Policy (<https://policies.iu.edu/policies/ua-03-sexual-misconduct/index.html>). Facility confirms that it has been given the opportunity to read the Sexual Misconduct Policy. Facility agrees that it is Facility's duty to investigate all complaints of sexual misconduct related to the clinical experience at Facility, to report to University receipt of any complaint involving a University student or employee, to report to University any investigation outcomes whether the complaint is substantiated or unsubstantiated, and to cooperate with University on any interim measures the University deems necessary.

5. No party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.
6. It is understood and agreed that this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between the University and the Facility shall be considered as one between independent contractors and not as a joint venture or partnership.
7. The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to

this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnatee") (together with Indemnatee's successors, assigns, directors, officers, employees, and any other person for whom Indemnatee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that University's obligation to hold Facility harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of the University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the University is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that the University's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the University. Facility acknowledges that students are not employees or agents of the University for purposes of this provision.

*[Signature Page Follows]*

**IN WITNESSES WHEREOF**, the parties have by their duly authorized representative set forth their signature:

**UNIVERSITY:**

**FACILITY:**

BY: \_\_\_\_\_

(Signature)

Joseph M. Scodro

(Printed name)

Deputy General Counsel

(Title)

(Date)

BY: \_\_\_\_\_

(Signature)

(Printed Name)

(Title)

(Date)

## **EXHIBIT A**

### **Programs covered by this Agreement:**

Accounting  
Actuarial Science  
Addiction Neuroscience  
Advertising  
Alcohol & Drug Abuse  
American Sign Language  
Anatomy  
Anatomy & Cell Biology  
Anesthesia  
Applied Behavioral Sciences  
Applied Computer Science  
Applied Health Science  
Applied Science  
Applied Social & Organizational Psychology  
Applied Sport Science  
Art Therapy  
Athletic Administration/Sports Management  
Athletic Training  
Audiology  
Banking  
Behavioral, Social & Community Health  
Biochemistry  
Biochemistry & Molecular Biology  
Biocomputing  
Bioethics  
Bioinformatics  
Biological Sciences  
Biology  
Biomechanics  
Biomedical Engineering  
Biometric Computing  
Biostatistics  
Biotechnology  
Business  
Business Administration  
Business Analytics  
Business Economics & Public Policy  
Business Foundations



Business Management  
Business of Medicine  
Cellular & Integrative Physiology  
Cellular, Molecular & Cancer Biology  
Chemical Biology  
Chemical Informatics  
Chemical Physics  
Chemistry  
Clinical Laboratory Science  
Clinical Counseling  
Clinical Informatics  
Clinical Laboratory Science  
Clinical Psychological Science  
Clinical Psychology  
Coding Technology  
Cognitive Science  
Communication  
Communication Studies  
Community Health  
Comparative & International Affairs  
Computational Linguistics  
Computer & Information Technology  
Computer Engineering  
Computer Graphics Technology  
Computer Information Science  
Computer Information Systems  
Computer Science  
Computer-based Graphic Arts  
Computing Security  
Conflict Analysis and Resolution  
Corporate & Commercial Law  
Counseling and Counselor Education  
Counseling and Human Services  
Counseling Psychology  
Cybersecurity  
Cybersecurity Law & Policy  
Cybersecurity Management  
Cybersecurity Risk Management  
Cytotechnology  
Data Science  
Database & Data Mining  
Decision Sciences

Decision Support Modeling  
Dental Assisting  
Dental Hygiene  
Dental Materials  
Dental Science  
Dental Surgery  
Dietetics  
Digital Media  
Disaster Health Management  
Diversity and Intercultural Competency  
Dynamical Systems in Cognitive Science  
E-Business  
Economic Consulting  
Economic Development  
Economics  
Electronic Media  
Endodontics  
Energy  
English  
Entrepreneurship  
Entrepreneurship & Corporate Innovation  
Entrepreneurship & Innovation  
Environmental & Natural Resource  
Management  
Environmental & Sustainability Studies  
Environmental Chemistry, Toxicology & Risk  
Assessment  
Environmental Health  
Environmental Health Science  
Environmental Management  
Environmental Policy & Natural Resources  
Management  
Environmental Quality & Toxicology  
Environmental Science  
Environmental Sustainability  
Environmental Systems Analysis & Modeling  
Epidemiology  
Ergonomics  
Ethnography of Communication  
Events Management  
Evolution, Ecology & Behavior  
Exercise Physiology

Exercise Science  
Facilities Management  
Family Health  
Finance  
Fitness and Wellness  
Food Studies  
Fundamentals of Data Analytics  
Gender Studies  
General Business  
General Engineering  
General Studies  
Genetics  
Geography  
Geological Sciences  
Gerontology  
Gerontology & Health  
Gerontology Studies  
Global Business Achievement  
Global Health Leadership  
Global Human Diversity  
Global Supply Chain Management  
Graphic Design  
Hazard Materials Management  
Health & Rehabilitation Science  
Health Administration  
Health Behavior  
Health Care Management  
Health Communication  
Health Data Science  
Health Humanities  
Health Informatics  
Health Information Administration  
Health Information Management  
Health Information Security  
Health Information Systems Architecture  
Health Law  
Health Management  
Health Physics  
Health Policy  
Health Policy & Management  
Health Promotion  
Health Science

Health Services Management  
Health Systems Management  
Healthcare Documentation  
Healthcare Engineering Technology  
Management  
Healthcare Management & Policy  
Healthcare Operational Excellence  
Hispanic Studies  
History  
History & Philosophy of Science  
History & Philosophy of Science & Medicine  
Histotechnology  
Human Biology  
Human Computer Interaction  
Human Life Science  
Human Performance  
Human Recourses Development  
Human Resources Management  
Human Resources  
Humanities  
Industrial Organization Psychology  
Informatics  
Informatics for Public Health Professionals  
Information Architecture  
Information Assurance & Security  
Information Privacy Law & Policy  
Information Science  
Information Systems  
Information Technology  
Information Technology Management  
Integrated New Media Studies  
Intellectual Property Law  
Intelligent Systems Engineering  
International Business Administration  
International Development  
International Management  
International Studies  
Journalism  
Juridical Science  
Kinesiology  
Labor Studies  
Laboratory Science

Language & Speech  
Latin American Affairs  
Law  
Law & Democracy  
Law & Public Policy  
Leadership  
Leadership in Health Systems  
Leadership Studies  
Legal Studies  
Leisure Behavior  
Liberal Studies  
Linguistics  
Logic, Language & Computing  
Management  
Management and Human Organization  
Management Information Systems  
Marketing  
Mass Communication  
Mathematics  
Maxillo-Facial Prosthodontics  
Media  
Media & Public Affairs  
Media Arts & Sciences  
Medical & Molecular Genetics  
Medical Biophysics  
Medical Coding  
Medical Coding Technology  
Medical Humanities & Health Studies  
Medical Imaging Technology  
Medical Management  
Medical Neuroscience  
Medical Physics  
Medical Science  
Mental Health Counseling  
Mental Health Counseling and Counselor  
Education  
Microbiology  
Microbiology & Immunology  
Modeling in Cognitive Science  
Molecular Cellular & Developmental Biology  
Motor Learning/Control  
Music Therapy

Network Security  
Network Technology  
Neural Sciences  
Neuroscience  
New Media  
New Venture & Business Development  
Nonprofit Management  
Nonprofit Management & Leadership  
Nuclear Medicine Technology  
Nursing  
Nutrition & Dietetics  
Nutrition Science  
Occupational Therapy  
Operations & Systems Management  
Operations Management  
Optometric Technology/Opticianry  
Optometry  
Oral & Maxillofacial Surgery  
Organizational Behavior  
Organizational Communication  
Organizational Leadership & Communication  
Organizational Leadership & Supervision  
Orthodontics  
Outdoor Recreation  
Outdoor Recreation, Parks, & Human Ecology  
Paralegal Studies  
Paramedic Science  
Pathology  
Pediatric Dentistry  
Periodontics  
Pharmacology  
Philanthropic Studies  
Philosophy  
Philosophy/Computer Science  
Philosophy/Political Science  
Philosophy/Religious Studies  
Physical Activity  
Physical Therapy  
Physician Assistant Studies  
Physics  
Physiology  
Plant Sciences



Policy Analysis  
Policy Studies  
Political Science  
Pre-Art Therapy  
Pre-Dentistry  
Pre-expressive Therapy  
Pre-Law  
Pre-Medicine  
Pre-Occupational Therapy  
Pre-Optometry  
Pre-Pharmacy  
Pre-Physical Therapy  
Pre-Physician Assistant  
Pre-Podiatry  
Production/Operations Management  
Professional Health Education  
Professional Sales  
Program Leadership & Evaluation  
Prosthodontics  
Psychology  
Psychology of Business  
Public & Nonprofit Management  
Public Administration and Health  
Management  
Public Affairs  
Public Health  
Public Health Administration  
Public Health Dental Hygiene  
Public Policy  
Public Policy Analysis  
Public Relations  
Public Safety  
Public, Nonprofit, & Community Recreation  
Race-Ethnic Studies  
Radiation Therapy  
Radiography  
Radiological Sciences  
Real Estate  
Recreation  
Recreation Administration  
Recreational Therapy  
Rehabilitation & Disability Studies

Religious Studies  
Respiratory Therapy  
Safety  
Safety Management  
School Counseling  
School Psychology  
Second Language Studies  
Secure Computing  
Social & Behavioral Science  
Social Research & Health Medicines  
Social Work  
Sociology  
Software Engineering  
Speech & Hearing Sciences  
Speech Communication  
Statistical Science  
Statistics  
Strategic Analysis Accounting Information  
Strategic Finance  
Strategic Human Resources  
Strategic Management  
Strategic Management Consulting  
Supervision  
Supply Chain & Operations  
Supply Chain Management  
Sustainability & Sustainable Development  
Sustainability Studies  
Taxation  
Technical Writing  
Therapeutic Outdoor Recreation Programs  
Tourism, Hospitality & Event Management  
Toxicology  
Urban Studies  
Vision Science  
Visual Communication Design  
Web Programming  
Women & Gender Studies  
Writing  
Youth Development

## EXHIBIT B

The MCHD (referred to above as "Facility") and Indiana University (referred to as above as "University") will partner to provide community education and training on Naloxone in an effort to promote drug overdose knowledge and to reduce overdose deaths from opioids.

The MCHD will provide education on the facility, its mission, goals and objectives. IU will provide student education and training in accordance with state requirements for Naloxone education, training, and distribution.

Students will provide community education and training with the support of IU and the MCHD, as described in and in accordance with the terms of this Affiliation Agreement.

**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: 9/4/2019

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 the Monroe County Board of Commissioners and Cardno for Mitigation Services for the Cedar Ford Bridge.

*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: Cumulative Bridge

Fund Number 1135

Amount: \$113,500.00

**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 agreement is for the mitigation services required by IDEM for the next 10 years.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: David Schilling

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

Submitted by: Lisa Ridge

Date: 9/3/2019

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



Cardno Contract ID / Project ID: J1525846A0

This Agreement is made effective December 21, 2018 by and between Cardno, Inc., a Delaware corporation ("Cardno") having a place of business at 3901 Industrial Blvd. Indianapolis, In. 46254, and Monroe County Public Works Department, a Government Entity ("Client") having a place of business at 501 N Morton St. Suite 216 Bloomington, IN. 47404. Cardno and Client are each individually referred to as a "Party" and collectively as the "Parties."

**NOW, THEREFORE**, Client hereby engages the services of Cardno and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

## ARTICLE 1: DESCRIPTION OF SERVICES

Cardno shall render the professional services described in **Exhibit "A"** (hereinafter called the "Services") in accordance with this Agreement. If, in the course of the Project, services beyond the scope described in Exhibit "A" are warranted on the Project based on Cardno's findings, requests by the Client or regulatory agency, or if unforeseen conditions arise, Cardno will notify the Client of the change in scope of the Project and, if agreed to in writing by Client, shall undertake the additional services. All Services will be charged in accordance with Cardno's fee schedule that is included in Exhibit "A".

## ARTICLE 2: PAYMENT

- a. Cardno will submit invoices to Client monthly for services provided during the previous month. Each invoice will identify the project name and cost of the services provided. As agreed in writing in Exhibit A or if applicable in Exhibit B attached hereto and made a part hereof, is the schedule of Cardno's billing rates which are applicable to the work covered by this Agreement. Cardno's rates are subject to increase annually.
- b. Within thirty (30) days following Client's receipt of each invoice rendered by Cardno pursuant to this Agreement, Client will pay the amount invoiced. If Client disputes any portion of an invoice, Client will notify Cardno in writing of such disputed items within 10 days of invoice date. In the event any invoice has not been paid in full within sixty (60) days of the invoice date, Cardno may immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- c. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. Collection fees and any additional legal costs associated with the recovery of outstanding payments may also be applied.

## ARTICLE 3: TERMINATION

This Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. Any such termination, however, will not terminate Cardno's obligations under Article 6 hereof nor either party's obligations under Article 11.

In the event Client terminates this Agreement Client will reimburse Cardno for all services provided under any Task Order in addition to expenses incurred by Cardno in satisfying commitments for materials, equipment and services, which were made by Cardno prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Cardno, however, will use its best efforts to minimize such costs

## ARTICLE 4: SUSPENSION OF SERVICES

If the Project is suspended for more than thirty (30) calendar days in the aggregate, the Client shall pay Cardno for all Services performed prior to receipt of the notice of suspension. Cardno shall have no liability to Client for delay or damage caused Client because of a suspension of services. Upon resumption of the Project, Cardno shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Cardno may, at its option, terminate this agreement upon giving seven (7) days' notice in writing to the Client.



## ARTICLE 5: FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party.

## ARTICLE 6: CARDNO'S RESPONSIBILITIES

- a. Cardno shall perform the Services with the reasonable skill and care required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time in which the Services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Cardno's performance. Cardno makes no other representations or warranties, express or implied.
- b. Cardno shall be solely responsible for: a) completion of the Project in accordance with the specifications outlined in the Task Order, b) supervision of Cardno's employees and subcontractor's on the Project; c) keeping accurate records of information obtained during the course of the Project; d) obtaining and maintaining proper licenses and permits for Cardno's Services; and e) compliance in all material aspects with applicable laws and regulations including those pertaining to Cardno's employees' wages, hours, fair employment practices, worker's compensation insurance, and similar employer responsibilities.
- c. Cardno specifically disclaims any authority or responsibility and Cardno does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs in connection with or incident to the work of Contractor(s); or for any failure of Contractor(s) to perform their work or to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) performing their work.
- d. Differing Site Conditions: If Differing Site Conditions adversely affect Cardno's performance of services as contemplated by this Agreement, then 1) Cardno shall be permitted to terminate its Services after notifying the Client of such Differing Site Conditions, and 2) if Client wishes Cardno to continue performance of its Services, Client and Cardno shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by Client to Cardno, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the Project site.
- e. Cardno shall perform its Services as expeditiously as is consistent with the preceding standards of professional skill and care, but shall not be responsible for delays that may occur that are beyond Cardno's reasonable control

## ARTICLE 7: CLIENT'S RESPONSIBILITIES

Client shall be solely responsible for: a) maintaining overall supervision of the Project beyond the immediate scope of Cardno's Services; b) making available to Cardno all of Client's information regarding existing and proposed conditions of the site. The information shall include, but not be limited to: plot plans, hydrologic and geologic data including borings, wells, field or laboratory tests, and written reports. Client will immediately transmit to Cardno any new information which becomes available or any change in plans; c) locating for Cardno and assuming responsibility for the accuracy of any representations as to the locations of all underground utilities, pipelines, tanks and other installations. Cardno will not be responsible for damage to items not so located; d) providing free and unencumbered access to the site for all necessary equipment and personnel during normal working hours; e) as necessary, locating for Cardno the property boundaries and being responsible for accuracy of boundaries and markers; f) retaining ownership of, and responsibility for all contaminated material Cardno located on site or found as a result of the Project and g) obtaining all required and necessary approvals and permits required for the performance of any services by Cardno. Cardno shall be entitled to reasonably rely upon the accuracy and completeness of information, reports, tests, data and recommendations provided by or on behalf of Client.



## ARTICLE 8: INDEPENDENT AGENT:

Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

## ARTICLE 10: INSURANCE

- a. Cardno represents that it will maintain during the term of this Agreement, and for any period thereafter required by the terms of the Prime Agreement, at its sole expense Worker's Compensation, Commercial General Liability, Automobile Liability, Maritime, Professional Liability and Pollution insurance.
- b. During the performance of any and all services under this Agreement, Engineer shall maintain the following Insurance in full force and effect:
  - a. Commercial General Liability Insurance with a minimum of combines single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
  - b. Automobile Liability Insurance, including non-owned auto coverage, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
  - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate; and,
  - d. Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- c. All Insurance policies shall be issued by an Insurance company authorized to issue such insurance in the State of Indiana and shall contain waiver of subrogation. The Client, its officers, agents, and employees shall be named as insured under the general liability and automotive insurance policies and those policies shall stipulate that the insurance will operate as primary insurance and that no other Insurance effected by the Client will be called upon to contribute to a loss hereunder
- d. Certificates of all insurance required under this Agreement will be furnished to the Client prior to commencement of Services.

## ARTICLE 11: INDEMNIFICATION

- a. Cardno shall indemnify and hold harmless Client from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct of Cardno or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that Cardno's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to Cardno in preparation of any report, study or other written document and further provided, however, in no event shall Cardno be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon.
- b. Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition (not caused by the negligence of Cardno or anyone acting under its authority) on, under or in connection with Owner's real property or relating to Operations conducted by Client; provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the sole willful misconduct or sole active negligence of Cardno and further provided, however, in no event shall Client be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits and attorney fees thereon.



- c. For purposes of this Article 11, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.
- d. Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Article 11 shall equal the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

## ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

- a. If requested in writing by either the Client or Cardno, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.

## ARTICLE 15: ACCESS TO RECORDS

- a. Client, or its duly authorized representatives, will have access at all reasonable times, during the performance of any the Services and for a period of two (2) years thereafter, to Cardno's books, records and all other documentation pertaining to Cardno's Services under this Agreement. Cardno shall be reimbursed for all personnel labor, materials, and copying costs incurred for any client inspection or audit.
- b. Cardno will preserve for a period of two (2) years after completion or termination of the Services under this Agreement all documents pertaining to Cardno's Services under this Agreement.

## ARTICLE 16: OWNERSHIP OF DOCUMENTS

- a. All documents, in any format or media, prepared by or on behalf of Cardno in connection with the Project are instruments for hire and shall be public records of Monroe County, Indiana.

## ARTICLE 18: NOTICES

Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

## ARTICLE 19: ASSIGNMENT

Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

## ARTICLE 20: NON-SOLICITATION

- a. Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
- b. However, notwithstanding the above, this Article shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other



party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

## ARTICLE 21: HAZARDOUS MATERIALS

- a. Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered subject to any federal or state law regulating such substances or wastes as hazardous.
- b. Client will disclose to Cardno all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. Client will specifically identify and describe to Cardno all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the services to be performed by Cardno. Client will furnish any additional information requested by Cardno including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. Client authorizes Cardno to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Cardno.
- c. For services involving or relating to hazardous waste elements of this Agreement, it is further agreed that Client shall indemnify and hold harmless Cardno from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of or resulting from the performance of work by Cardno, or claims against Cardno arising from the work of others related to hazardous waste. This release and indemnification provision extends to claims against Cardno which arise out of, are related to, or are based upon the disbursement, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material, irritant, contaminant, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water courses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal and state law, encountered by Cardno, shall be deemed to have been generated by and the property of Client. Cardno's discovery, excavation, handling, packaging, and storing of such wastes shall be as Client's agent and Cardno shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. Client shall be solely responsible for selection of transporters and disposal or treatment sites. Client's EPA number shall accompany all shipments of hazardous wastes and Client shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event Client is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, Cardno is hereby authorized to act as Client's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for Client in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to Client on a time and expense basis.
- e. Client hereby agrees to comply with all requirements of federal, state, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Cardno that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that Client or Client's agent is unavailable to make such required report or otherwise fails to do so, Client hereby authorizes Cardno to make reports on its behalf.
- f. In the event of the discovery of hazardous substances of a nature or in a quantity not revealed by Client to Cardno pursuant to this agreement and referenced incorporated thereto, or any other condition rendering further work pursuant to this agreement unsafe, in violation of law, or reasonably believed to exceed the scope of work agreed to, Cardno reserves the right to suspend work and notify Client. Client agrees to negotiate in good faith with Cardno on revised terms for completion of original agreement or additional services as recommended by Cardno. Notwithstanding the outcome of such negotiations and during such negotiations Cardno shall perform services as it deems necessary to secure the site, place hazardous substances in a safe condition, and comply with applicable laws and regulations on behalf of Client and shall be compensated by Client as specified herein.

## ARTICLE 22: ATTRIBUTION/PROMOTION



Cardno shall have the right to include photographic or artistic representations of the design of the Project among Cardno's promotional and professional materials. Cardno shall be given reasonable access to the completed Project to make such representations. However, Cardno's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Cardno in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for Cardno in the Owner's promotional materials for the Project.

## ARTICLE 23: WAIVER

Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

## ARTICLE 24: GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

## ARTICLE 25: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

## ARTICLE 26: ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

**Cardno, Inc.**

**Monroe County Department of Public Works**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print

Print

Name: Sean Clauson

Name: Lisa Ridge

Title: Assistant Vice President

Title: Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Professional Services Agreement  
**EXHIBIT A – SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Cardno Contract ID / Project ID:** J1525846A0

**Date:** December 21, 2018.

**Project Name:** Cedar Ford Bridge Maintenance

**Cardno**

**Name:** Cardno, Inc.

**Address:** 3901 Industrial Blvd. Indianapolis, IN. 46254

**Phone:** (317) 388-1982

**Representative:** Jeff Spicer

**Email:** jeff.spicer@cardno.com

**Client**

**Name:** Monroe County Public Works Department

**Address:** 501 N Monroe St Suite 216 Bloomington, IN. 47404

**Phone:** (812) 342-2555

**Representative:** Lisa Ridge

**Email:** ljridge@co.monrow.in.us

This Exhibit details the Services, Schedule, Contract Price, Additional Conditions and Additional Attachments forming part of the Professional Services Agreement, dated December 21, 2018.

**Services:** Cardno shall perform the following Services (hereafter "Services"):

See Attachment A





## Professional Services Agreement EXHIBIT A – SCOPE OF SERVICES

**Schedule:** Commencement Date: Upon Receipt of fully executed agreement  
Estimated Completion Date: TBD

**Contract Price:** Subject to the terms of the Professional Services Agreement, Client will compensate Cardno as follows:

Total project Lump Sum cost of \$113,500.00

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by any government entity on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Cardno shall submit to the Client in a timely manner, documentation of the revisions to Exhibit "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for services are based on Cardno's N/A ("Rate Schedule"). The Rate Schedule is subject to escalation from time to time.

**Cost Estimate:** Any opinion of costs of construction prepared by Cardno is supplied only for the general guidance of the Client. Cardno has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno's preparation of Cost Estimates are made on the basis of Cardno's experience and judgment and are Cardno's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to Client. Cardno does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.

**Reimbursable Expenses:** As contemplated throughout this Agreement, Reimbursable Expenses are an obligation of the Client and such Reimbursable Expenses will be included on the invoices issued to Client per the Cardno fee schedule.

**Additional Attachments:** The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

N/A