



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
OCTOBER 16, 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 <ul style="list-style-type: none">• OCTOBER 9, 2019 | 1 |
| V. APPROVAL OF CLAIMS DOCKET <ul style="list-style-type: none">• ACCOUNTS PAYABLE – OCTOBER 16, 2019 | |
| VI. REPORTS <ul style="list-style-type: none">• TRAFFIC/ROAD UPDATE | |

VII. NEW BUSINESS

- A. MOVE TO APPROVE: CARES BOARD 2019 DISBURESMENTS TO GRANTEEES** **7**
FUND NAME: DRUG FREE COMMUNITY **FUND NUMBER: 1148**
AMOUNT: \$58,231.90
Executive Summary: The Drug Free Communities Grant Funds come from alcohol countermeasure fees and drug interdiction fees. These fees are assigned by all the judges.
Steve Malone, CARES Board
- B. MOVE TO APPROVE: MOU WITH BLOOMINGTON HOSPITAL REGARDING FETAL AND INFANT MORTALITY REVIEW (FIMR)** **8**
FUND NAME: N/A **FUND NUMBER: N/A** **AMOUNT: N/A**
Executive Summary: This agreement is for the purpose of conducting a public health study of fetal and infant mortality in the Monroe County area. There is no cost for this study.
Penny Caudill, Health
- C. MOVE TO APPROVE: INDIANA CRIMINAL JUSTICE INSTITUTE GRANT AGREEMENT.** **11**
FUND NAME: STOP GRANT **FUND NUMBER: 8123** **AMOUNT: \$99,932**
Executive Summary: The STOP grant funds 50% of the salary, FICA and PERF for a Sex Crimes Deputy Prosecuting Attorney and Domestic Violence Deputy Prosecuting Attorney. The goal of the SVU is the more efficiently focus resources, training, and staff on crimes of violence against women.
Beth Hamlin, Prosecutor
- D. MOVE TO APPROVE: VET ENVIRONMENTAL REGARDING THE LEDGE WALL PROJECT.** **34**
FUND NAME: 2016 GO BOND B **FUND NUMBER: 4808**
AMOUNT: \$2,500
Executive Summary: This agreement will provide an initial historical document review for the quarry property.
Jeff Cockerill, Attorney
- E. MOVE TO APPROVE: RESOLUTION 2019-28; AGREEMENT WITH SOLID WASTE MANAGEMENT DISTRICT FOR EXTENSION SERVICES.** **36**
FUND NAME: COUNTY GENERAL **FUND NUMBER: 1000**
AMOUNT: \$650/MONTH
Executive Summary: This renews the arrangement with Solid Management District for Extension Services use of a portion of the Districts headquarters.
Jeff Cockerill, Attorney

- F. MOVE TO APPROVE: PURCHASE AGREEMENT WITH MONROE COUNTY PARKS & REC FOUNDATION. 46**
FUND NAME: 2017 GO BOND FUND NUMBER: 4810
AMOUNT: \$131,000 PLUS CLOSING FEE
 Executive Summary: This purchase agreement is for the property located at 1050 W. Dillman Rd.
Jeff Cockerill, Attorney
- G. MOVE TO APPROVE: SUPPLEMENTAL AGREEMENT #2 WITH BUTLER, FAIRMAN AND SEUFERT, INC. 51**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$0
 Executive Summary: This supplemental is for combining the two phases of the Sample Road project into one project and revise the plans to incorporate the I69 interchange improvements after construction. There is no change in the amount of the original contract.
Lisa Ridge, Highway
- H. MOVE TO APPROVE: CHANGE ORDER #3 & #4 WITH MILESTONE FOR FULLERTON PIKE, PH II 55**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT \$4,043
 Executive summary: Change order # 3 – Milestone will follow the provision in the design standards to use HMA Superpave 4 and 5 for the paving of the roadway. No cost change.
 Change order #4 – There were three trees removed that was within the right-of-way and the construction limits of the projects. Homer Tree Service was hired for the tree removal. The cost was \$4,043.
Lisa Ridge, Highway
- I. MOVE TO APPROVE: RATIFICATION OF CATS 2020 TELECOMMUNICATION AGREEMENT. 68**
FUND NAME: CABLE FRANCHISE FUND NUMBER: 2502
AMOUNT: \$283,655
 Executive Summary: This agreement with Monroe County Public Library will allow CATS Telecommunications to provide live coverage for all Commissioners', Council, Planning and BZA meetings.
Angie Purdie, Commissioners Administrator
- VIII. APPOINTMENTS**
- IX. ANNOUNCEMENTS**
- X. ADJOURNMENT**



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
OCTOBER 9, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on October 9, 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 Jones

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

Jim Shelton with the Chamber. Here on behalf of the CASA program to update you and the public on a couple of events that we have going on this month. First of all, you are all and your dogs, are invited to a birthday party on Sunday afternoon from 2-5pm we will have a birthday party for Jordy our CASA courthouse facility dog. You've all met him I believe. He works very hard. He is 5 years old and we're going to have a birthday party to celebrate that fact. For the public a courthouse facility dog is a dog that works with children who are involved in stressful legal situations. For example with a child who is having to testify either as a victim or a witness in a trial. Or perhaps it is having a forensic interview at Susie's Place looking into potential or allegations of sexually abuse. They also work with children in the youth shelter. Jordy has worked some 600 interactions with children since he started working with us here at CASA. 175 children have been assisted in court proceedings. He has spent over 150 hours at Susie's Place

On October 22nd stop by the CASA office at 201 N Morton for cupcakes and conversation with CASA. There will be some CASA's there, staff members and board members there so you can come and learn more about CASA. Especially if you are thinking about maybe volunteering. Our next training will be January 27 – February 19, 2020. This would be a good way for people to get any items they need addressed before they decide whether to become a CASA or not. We still need CASA's. Right now we have no back log of children waiting, which is wonderful, although it reflects that DCS is not bringing us many cases. But we still will need CASA's. We have CASA's that have to take breaks either because, well I have a case where the lady had a baby a week after I took over the case, or they change jobs or they get sick. We have like 147 – 149 CASA's but less than 120 are active at the moment. So please think about that come and see Jordy on Sunday. Thank you.

My name is **Micol Siegel**. I came and spoke to you, was it 2 weeks ago, about electronic monitoring. I'm here again on the same topic to invite you to a public meeting they we're holding this Sunday, 3:30pm at New Leaf New Life Re-Entry Collective on South Walnut. I have some fliers which I will give you before I leave. This is an opportunity for all of you and all your colleagues who are involved in decision making around the criminal legal system at any level to come and learn more about the experience of electronic monitoring. The research about its effectiveness for the various tasks it's supposed to perform and a sense of what the alternative's to electronic monitoring might be. We're going to have a few different speakers some folks from Monroe County who've been on electronic monitoring. We're going to have Lisa Livingston up from New Albany who runs two re-entry houses down there. She was sentenced to ten years and seven months on electronic monitoring to a total cost of \$50,000 over the next ten years. We're also going to have David Gaspar a leader of the Bail Project a national organizing body against bail from Indianapolis. He's got an amazing head for the research and will present some of that. Matt Pierce has promised to come. We're hoping to have State and Local lawmakers, decision makers and just members of the interested public we want to start a conversation we want to change the common sense around electronic monitoring to convey to folks that it is not an alternative to incarceration it actually is a form of incarceration and one we ought to be quite worried about.

- **OCTOBER 2, 2019**

Motion carried by voice vote.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – OCTOBER 9, 2019**
- **PAYROLL – OCTOBER 11, 2019**

Jones made motion to approve. Githens Seconded.

(Miller) Total for Accounts Payable - \$1,027,504.92.

- \$323,255.01 – Hartstrait Road Connector
- \$166,107.30 – Animal Shelter Interlocal
- \$88,160 – Area 10/Rural Transit Grant Distribution

Total for Payroll - \$1,496,098.23

- \$1,057,079.86 – Payroll
- \$439,018.37 – Payroll Related AP Claims

After call for public comment, carried by voice vote.

VI. REPORTS

- **CLERK OF CIRCUIT COURT – AUGUST 2019**
- **TRAFFIC/ROAD UPDATE**
 - Fullerton Pike PH II project is on track for completion early December.
 - Hartstrait Road project – Conflict with Duke Energy hopefully will be resolved soon for completion date end of this year.
 - Bottom Road Bridge project has been completed and re-opened.

VII. NEW BUSINESS

A. MOVE TO APPROVE: SHERIFF'S COMPENSATION CONTRACT.

FUND NAME: COUNTY GENERAL

FUND NUMBER: 1000

AMOUNT: EQUAL TO PROSECUTING ATTORNEY

Jones made motion to approve. Githens Seconded.

(Cockerill) This contract is allowed for under State Code 36-2-13-2.5. It contains all the provisions that are in that. The provisions are the same as they have been for the previous two Sheriff's terms. I think the one variable factor that we can really look at, because there are a lot of required provisions, is the amount. This is just continuing the program. I believe that's the amount the Council has expressed as what they wish to see in next year's budget. And if not the Council is a required signatory on this so we'll get it before them in November.

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

**B. MOVE TO APPROVE: RATIFICATION OF BUILDING ASSOC. ALLOWANCE
AUTHORIZATIONS 4 & 5 FOR YSB EXPANSION PROJECT.**

FUND NAME: JUVENILE SERVICES NON-REVERTING

FUND NUMBER: 2053

AMOUNT: \$3,373.50

Jones made motion to approve. Githens Seconded.

(Cockerill) This is for three different items. One item is \$462 for the addition of some data stubs and outlets. \$759 to add a baby changing station to the public restrooms in the facility. The final item \$2,152.50 and that is for additional costs to run gutters and drains to the storm line to the new class room addition.

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

C. MOVE TO APPROVE: ORDINANCE 2019-36; AMEND SPEED LIMIT ORDINANCE 86-09.

FUND NAME: N/A

FUND NUMBER: N/A

AMOUNT: N/A

Jones made motion to approve. Githens Seconded.

(Ridge) This is to amend 86-09 for the addition of 30 mph speed limit on Bennett Lane. It did not have a speed limit and it went to the Traffic Commission Board and was approved unanimously and warranted by the Manual on Uniform Traffic Control Devices.

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

**D. MOVE TO APPROVE: MILSETONE CONTRACTORS, LP AGREEMENT FOR CHERRY LANE
STORMWATER PROJECT.**

FUND NAME: STORMWATER FUND NUMBER: 1197

AMOUNT: \$235,000

Jones made motion to approve. Githens Seconded.

(Ridge) We opened bids I believe it was the end of September for this project. We awarded it and this is the actual contract between Monroe County and Milestone for the construction of the project.

(Jones) Just really happy to see this moving forward before really bad weather hits.

(Ridge) That's our goal is to have this done by the end of the year. It's one of our Stormwater projects that's been in the long range plan. Also we have another project that we're actually doing with our Stormwater crew in house, the Truesdale project. It's good to finally see some of these projects that we can afford. I know some of the other projects that we've taken on in Stormwater are in the \$1 - \$2 million range so we have to plan ahead for those. But these are some we're glad to get off the books that's been on there for a while.

(Thomas) So by the end of the year.

(Ridge) That's our goal, yes.

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

E. MOVE TO APPROVE: INDOT AMENDMENT #1 FOR SAMPLE ROAD, PH II.

FUND NAME: LOCAL ROAD AND STREET

FUND NUMBER: 1169

AMOUNT: \$990,840

Jones made motion to approve. Githens Seconded.

(Ridge) This contract actually is to replace one that we signed about a month ago. INDOT reached back out to us and they had the incorrect amount, which was a lower amount, so they raised the amount they're funding us for the right-of-way acquisition. So that is why we had to redo this contract.

(Githens) Are we paying more?

(Ridge) No, actually it's an 80/20 split and their federal dollars I think their original amount was \$742,000 and they realized from our estimates they had the amount wrong. You never know exactly what you're going to pay in right-of-way until we get the appraisals done and then we do the offering. So we'll go through negotiations with the property owners. This is the step to get going on that. We've already started the appraisals but this is so we'll be reimbursed from INDOT. I'm glad we gave them our estimate and they caught their error.

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

F. MOVE TO APPROVE: INDOT CHANGE ORDER #14 & #15 FOR FULLERTON PIKE, PH I.

FUND NAME: LOCAL ROAD AND STREET

FUND NUMBER: 1169

AMOUNT: \$7,332.69

Jones made motion to approve. Githens Seconded.

(Ridge) So change order #14, there was an existing water main in conflict with the fire hydrant, so the fire hydrant had to be moved and additional duct tile iron pipe extended 20' to the new location. Change order #15, there was a conflict with a 36" concrete water main, so a different size of pipe was used to clear that concrete water main.

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

VIII. APPOINTMENTS

- NONE

IX. ANNOUNCEMENTS

- The public is invited to review new election equipment being displayed from various vendors on October 14, 2p-4p in the Nat U Hill meeting room.
- Accepting applications for all boards and commissions.
- Next Commissioners' Meeting: October 9, 2019, 10am in the Nat U Hill meeting room, 3rd floor of the courthouse.

X. ADJOURNMENT

The minutes of the October 9, 2019 Board of Commissioners' meeting were approved on October 16, 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: 10-16-19

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

CARES Board Disbursement of checks to grantees for 2019

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: Drug Free Community

Fund Number 1148-000

Amount: \$58,231.90

Executive Summary:

The CARES board is the local coordinating council (or LCC) for Monroe County and the Monroe County Commissioners. Each county in Indiana has an LCC.

These councils were established by executive order under governor Bayh as part of the Drug Free Indiana mission to support and promote local efforts to prevent and reduce harmful involvement with alcohol and other drugs.

The primary responsibility of the board is to distribute funds to justice, treatment and prevention programs and initiatives in Monroe County.

The process begins with community assessment where we collect data and input about what is happening here. This assessment provides the framework for our community plan which lists objectives or steps that could be taken to reduce community drug and alcohol issues. The plan is sent to the state for approval. Once approved, the grant process proceeds.

The Drug Free Communities Grant Funds (according to Indiana Code 5-2-11-5) come from alcohol countermeasure fees and drug interdiction fees. These are fees assigned by all judges --- they are not always collected since some people can't pay.

The funds are allocated by making 25% of the total available to Justice, Treatment and Prevention programs that apply for grants, with the remaining percent for operating costs or to be spread out across the three main categories.

This year we had \$58,231.90 to allocate (about \$10,000.00 more than last year); our operating costs are really low at 11% so we were able to give treatment 32%, justice 25%, and prevention 32%.

Treatment: \$19,240.95

Justice: \$14,750.00

Prevention: \$19,240.95

Cares Council: \$5,000.00

Person Presenting: Steve Malone/Lisa Meuser

Department: CARES Board

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

Submitted by: Steve Malone

Date: 9-13-19

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

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **October 16, 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

MOU between Monroe County Health Department and IU Health, Bloomington Hospital related to fetal and infant mortality review (FIMR).

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:

This Agreement is between the Monroe County Health Department (MCHD) and IU Health Bloomington Community Health for the purpose of conducting a public health study of fetal and infant mortality in the Monroe County area. The hospital received a grant award to organize this FIMR team and coordinate efforts. There is no money involved in this agreement.

The MCHD requests approval to sign the MOU.

Person Presenting:

Department:

Attorney who reviewed:

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

Submitted by:

Date:

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

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

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between the Monroe County Health Department (MCHD) and IU Health Bloomington Community Health for the purpose of conducting a public health study of fetal and infant mortality in the Monroe County area. This Agreement shall begin in October 2019.

THE PARTIES HEREBY AGREE AS FOLLOWS:

MCHD provide access to vital records.

IU Health Bloomington Community Health will provide leadership support to the FIMR.

While performing under this Agreement, both parties may be exposed to or acquire confidential client and/or patient information of the other including, but not limited to, information, data, reports, records, summaries, tables, and studies, whether written or oral and whether fixed in hard copy or contained in any computer database or computer readable form. Both parties may also be exposed to individually identifiable health information ("IIHI") and protected health information ("PHI"), in either paper or electronic form, as both are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR §160.101 et seq. Both parties agree to abide by all HIPAA requirements including each and every obligation imposed upon business associates under the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (the HITECH Act) and each of those obligations is incorporated by reference into this Agreement.

While performing under this Agreement, both parties, including its employees, agents, and representatives agree to (a) not disclose to any third party the confidential information of the other except as otherwise permitted by this Agreement; (b) permit use of such confidential information only by employees, agents, and representatives having a need to know as delineated and addressed in HIPAA and only in connection with performance under this Agreement; and (c) advise each of its employees, agents, and representatives of his or her obligation to keep such confidential information confidential.

The parties agree to enter into mutually acceptable modifications or amendments to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of confidential information. Such modifications or amendments will be entered into on or before the date upon which both parties are required to be in compliance with the privacy regulations promulgated under HIPAA and the HITECH Act, as amended from time to time. Failure to obtain agreement on such a modification or amendment gives either party the right to terminate this Agreement upon thirty (30) days written notice to the other party. However, each party will make reasonable attempts to modify or amend this Agreement prior to notification of termination.

The parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), in all activities related to the agreement.

1. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the parties covenant that they shall not discriminate against any employee

or applicant for employment relating to this agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law.

2. This Agreement may be amended only by written instrument signed by MCHD and IU Health Bloomington Community Health.

3. Either party may terminate this Agreement by providing the other party a minimum of thirty (30) days prior written notice.

4. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

IU Health Bloomington Community Health c/o Lori Terrell
333 E Miller Drive
PO Box 1149
Bloomington, IN 47402

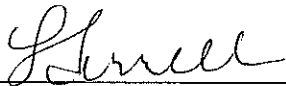
MCHD c/o Penny Caudill
119 W 7th Street
Bloomington, IN 47404

5. There will be no compensation to either Party under this Agreement.

In witness whereof, the parties hereto have executed this agreement by these duly authorized officers as follows:

DATE: _____

DATE: _____



Lori Terrell, Family Vitality Initiative
IU Health Bloomington Community Health

Penny Caudill
Administrator
Monroe County Health Department

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 16, 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

Signing of STOP Grant Agreement

All Grants must complete the following

Is this a grant request? Yes ☒

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: Office of Violence Against Women

Federal Program: Violence Against Women Act/Sec

CFDA # F16.588

Federal Award Number and Year: STOP-2019-00034

Or other identifying number

Pass Through Entity Indiana Criminal Justice Institute

Amount Received

Federal: \$99,934.06

State:

Local Match: \$33,312.79

Total Received: \$133,246.85

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

Fund Name: STOP Grant

Fund Number 8123

Amount: \$99,932

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

Executive Summary:

This is a request for approval and signature of the grant agreement with Indiana Criminal Justice Institute for STOP grant funding 7/1/19 - 6/30/20. The STOP grant funds 50% of the salary, FICA, and PERF for a Sex Crimes Deputy Prosecuting Attorney and a Domestic Violence Deputy Prosecuting Attorney. These two DPAs, in conjunction with the sex crimes and domestic violence Victim Assistants, and a part time investigative assistant, make up the Special Victims Unit within the Monroe County Prosecutor's Office. The goal of the SVU is the more efficiently focus resources, training, and staff on crimes of violence against women.

Person Presenting: Beth Hamlin

Department: Prosector

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Beth Hamlin

Date: 10/10/11

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

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

GRANT AGREEMENT

SERVICES, TRAINING, OFFICERS, AND PROSECUTORS (STOP)

CONTRACT # _____

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State") and **Monroe County Prosecutor** (the "Grantee"), and the **Monroe County Auditor** (the "Fiscal Agent") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$99,932.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are attached hereto and incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the federal special conditions found in **Exhibit C**, which are attached hereto and incorporated fully herein by reference.

This grant is made with funds from the Violence Against Women Act in 1994 and reauthorized and amended by the Violence Against Women Act of 2000, the Violence Against Women and Department of Justice Reauthorization Act of 2005, and the Violence Against Women Reauthorization Act of 2013 and administered by the State pursuant to IC 5-2-6-3. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide and 2 C.F.R. Part 200.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

FUNDING SOURCE:

Program Name per Catalog of Federal Domestic Assistance (CFDA):
Violence Against Women Formula Grants

CFDA # 16.588

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be

determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

C. The Grantee certifies by entering into this Grant Agreement, to the best of its knowledge and belief that the Grantee has complied with 31 U.S.C §1352, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form – LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The Grantee agrees by signing this Grant Agreement that it shall require the language of this certification be included in any lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. Neither the Grantee nor the subgrantee may satisfy such a fine with funds from this grant or any federal funds.

3. Implementation of and Reporting on the Project.

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

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly or monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee shall submit an annual MUSKIE report to the State by close of business on January 20, 2020. Failure to submit this report in a timely fashion may be considered a material breach, at the discretion of the State.

4. Term. This Grant Agreement commences on **July 1, 2019** and shall remain in effect through **June 30, 2020**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal law governing this Grant. The Grantee may not obligate,

expend, or draw down grant funds until the Office of the Chief Financial Officer notifies the State that the grant has been awarded.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$99,932.00**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within **20** calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **20** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **30** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a quarterly basis. The frequency of the claims shall be determined at the onset of the grant and shall maintain consistent throughout the life of the grant. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Supporting documentation includes, but is not limited to, cancelled checks, receipts, time sheets, pay stubs, etc. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to three (3) years after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

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

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

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

B. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4 in accordance with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources*. The E-1 entity annual financial report will be used to determine audit requirements for non-governmental units under IC § 5-11-1-9. The Grantee should use the information in **Exhibit D** as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested.)

This annual report is not be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

9. Compliance with Laws.

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

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

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

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

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

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

G. As required by IC §5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled and the State has no further obligations under this Grant Agreement.

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

15. Information Technology Accessibility Standards. [Omitted-Not Applicable]

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in

Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

Grantee covenants that it shall not discriminate against any individual based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity as outlined in the Violence Against Women Act Reauthorization Act of 2013.

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

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to: (Include contact name and/or title, name of agency & address)

Indiana Criminal Justice Institute
Attn: Sarah Owen- Grant Manager
101 West Washington St. – Suite 1170, East
Indianapolis, IN 46204

- B. Notices to the Grantee shall be sent to:

Executive Director
Beth Hamlin
301 N. College Ave. RM 211
Bloomington, IN 47404

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

Monroe County Auditor
Catherine Smith
100 W Kirkwood Ave
Bloomington, IN 47404

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

19. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or state law or other controlling document described in paragraph 22, below; (2) this Grant Agreement, (3) exhibits

prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

20. Termination for Breach.

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

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

C. Failure to timely report grant progress pursuant to Clause 3 of this Grant Agreement may, at the discretion of the State, be considered a material breach. If the material breach is not cured to the satisfaction of the State, the State may suspend the Grantee's funding under this Grant Agreement and the remaining grant funds will be de-obligated.

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

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

23. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [Omitted – Not Applicable].

24. Criminal Background Verifications. Grantee shall conduct criminal background verifications concerning any individual who receives remuneration from Grantee, as a contractor or an employee, who have direct contact with members of a vulnerable population. Grantee must conduct these criminal background verifications prior to the initiation of the employment or contractual onset and (at a minimum) biennially. The State will examine criminal background verifications as part of its monitoring and compliance visits.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the *2018 OAG/IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except for the following clauses which are named below:

Clause 1: Amended.

Clause 2: Amended.

Clause 3: Amended.

Clause 4: Amended.

Clause 7: Amended.
Clause 8: Amended.
Clause 15: Omitted.
Clause 20: Amended.
Clause 23: Omitted.
Clause 24: Added.
Clause 25: Renumbered clause 25, originally clause 24.

Non-Collusion, Acceptance

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

**AGREEMENT TO USE ELECTRONIC SIGNATURES
(Applicable to only Grant Agreements Processed through SCM)**

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

Monroe County Prosecutor

By: _____

Printed Name and Title

Date: _____

Monroe County Auditor

By: _____

Printed Name and Title

Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Prepared and reviewed by:

Laura A. Turner, Attorney No. 28350-41
Deputy General Counsel
Indiana Criminal Justice Institute

Indiana Criminal Justice Institute

By: _____

Devon McDonald, Executive Director

Date: _____

Approved by:
Indiana Department of Administration

By: _____ (for)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on September 24, 2019.
FA 19-50***

Exhibit C

Special Conditions

Exhibit C
Federally Required Special Conditions
SERVICES, TRAINING, OFFICERS, AND PROSECUTORS (STOP)

The Grantee agrees to comply with all of the following requirements as listed below. This **Exhibit C** is fully incorporated by reference into the grant agreement between ICJI and the Grantee.

1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of the award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office on Violence Against Women (“OVW”) taking appropriate action with respect to the recipient and the award. Among other things, the OVW may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. The Grantee agrees to comply with the financial and administrative requirements set forth in 2 CFR Part 200 and the current edition of the Department of Justice Financial Guide.
3. The Grantee acknowledges that failure to submit an applicable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302 as it relates to LEAA grant funding), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until the Grantee is in compliance.

4. The Grantee agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current edition of the DOJ Grants Financial Guide.
5. Grantee understand and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC §1983. The Grantee may use federal funds to collaborate with and provide information to federal, state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Grantee agrees to comply with 31 U.S.C. 1352, which generally prohibits federal funds awarded by OVW from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award.

6. The grantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, sub-grantee or other person has either submitted a false claims for grants funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-recipients. Potential fraud, waste, abuse or misconduct should be reported to the OIG by:

Mail: Office of Inspector General
US DOJ
Investigations Division
950 Pennsylvania Avenue, NW
Room 4706
Washington, DC 20530

Email: oig.hotline@usdoj.gov

Hotline: (contact information in English or Spanish) 800-869-4499

Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.justice.gov/oig

7. Restrictions and certifications regarding nondisclosure agreements.

No Grantee, or entity that receives a subcontract with funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with any law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to and shall not be understood by the agency making this award to contravene the requirements applicable to the nondisclosure of any classified information.

Grantee by accepting this award represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict employees or contractors from reported fraud, waste or abuse.

8. Grantee understands and agrees that it cannot use any federal funds either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of OVW.
9. The grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Grantee is determined to be high risk.
10. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government wide system officially designated by OMB and OVW). The grantee also agrees to comply with applicable restrictions or sub-awards to first tier sub-grantees that do not acquire and provide a DUNS number. The details of grantee obligations are posted on the Office of Justice Program web site at <http://www.ovw.usdoj.gov/docs/sam-award-term.pdf> (Award condition; registration with the system for award management and universal identifier requirements) and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging while driving" 74 Fed. Reg. 51225 (October 1, 2009) grantees are encouraged to adopt and enforce policies banning employees from texting while driving any vehicle during the course of performing work funded by this grant, and to establish workplace policies and procedures and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW training guide principles for grantees available at: <http://www.ovw.usdoj.gov/grantees.html>
13. The grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
15. The Grantee agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their program manager as soon as possible so that a Grant Adjustment Notice (GAN) can be issued modifying the budget and project activities to eliminate duplication. Further, the Grantee understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities with the programs scope will be deobligated from this award and returned to the State.
16. The grantee understands and agrees that no grant funds may be used to maintain or establish a computer network unless such network blocks the viewing downloading and exchanging of pornography, and nothing in the first part of this sentence limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any entity carrying out criminal investigations, prosecutions, or adjudication activities.
17. The Grantee agrees to comply with the Violence Against Women Reauthorization Act of 2013 which added civil rights provisions applying to grants issued in FY 2014 or after and excludes grantees from denying benefits to or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Grantee further acknowledges that it will comply with this provision.

18. The Grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for activities under this grant.
19. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Without prior approval from OVW, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to the OVW award, the Grantee must seek approval from its program manager via a budget modification Grant Adjustment Notice (GAN) prior to generating any program income. Any program income added to the federal award must be used to support activities that were approved in the budget and follow the conditions of the OVW award. Any program income approved via budget modification GAN must be reported in the Grantee's quarterly Federal Financial Report SF-425 in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, it must be approved via a budget modification GAN by the end of the project period. If the budget modification is not submitted and approved, it could result in audit findings for the Grantee.
20. The Grantee agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager by submitting a Grant Adjustment Notice, along with an agenda and other relevant supporting documentation, to ensure that the training is a cost directly associated with administering the STOP Program under 28 CFR 90.17(b). The annual STOP Administrators meeting is excluded from this condition.
21. The Grantee agrees that no amount of the 10% administrative funding of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.
22. The Grantee agrees to comply with all applicable laws, regulations, policies and guidance governing the use of federal funds for expenses related to conferences, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ovw.usdoj.gov/grantees.html
23. Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, the Violence Against Women Act of 2000, the Omnibus Crime Control and Safe Streets Act of 1968, 34 USC 10101 et seq., the Violence Against Women and

Department of Justice Reauthorization Act of 2005, the Violence Against Women Reauthorization Act of 2013, and OVW's implementing regulations at 28 CFR Part 90.

24. The Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), non-disclosure of confidential information or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.
25. The Grantee must be in compliance with specifications outlined in the solicitation under which this award was submitted. The program solicitation is incorporated by reference.
26. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future awards, suspension and debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
27. Grant funds may only be used for the purposes outlined in Grantee's approved application and shall not be used for any other purpose without the express written approval of ICJI.
28. The grantee agrees to provide information monthly reports that include an assessment of whether stated goals and objectives were achieved, information on the effectiveness of the activities carried out with the amounts made available, to include the number of persons served and the numbers of persons seeking services but could not be served.
29. Grantee understands they are required under the Government Performance Results Act, VAWA 2000 and subsequent legislation to collect and maintain all data that measure the effectiveness of their grant-funded activities. The Grantee is required to collect the information that is included on the Measuring Effectiveness Progress Reports.
30. Grantee agrees to submit one copy of all required reports and other written materials or products that are funded under the project to ICJI not less than twenty days prior to public release. If the information is found to be outside the scope of the program, or in some way compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.
31. Equal Treatment for Faith Based Organizations: 28 CFR Part 38 requires faith based organizations to be treated the same as any other applicant or grantee. DOJ funding cannot be used to fund inherently religious activities such as, worship, religious

instruction, or proselytization. While faith based organizations may engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and grantees cannot compel beneficiaries to participate in them. Organizations participating in programs funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

32. Grantees may not discriminate against individuals on the basis of religion in employment. The DOJ has, however, concluded that it may construe the Religious Freedom Restoration Act on a case by case basis to permit some faith based organizations to receive DOJ funds while taking into account religion while hiring staff, even if the statute that authorizes the funding program generally forbids grantees from considering religion in employment decisions. This paragraph does not take precedence over the non-discrimination requirements of IC 22-9-1.
33. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusion, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
34. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusion, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
35. The Grantee agrees that STOP funds will not be used to support activities that may potentially compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the and/or sex of their children; pre-trial diversion programs not approved by OVW or the place of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers; the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the application was submitted.

36. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize use, and to authorize to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
- a. Any work that is subject to copyright and was developed under this award; and
 - b. Any work that is subject to copyright for ownership was purchased by Grantee with support of this award.
 - c. Grantee must obtain written approval from the OVW, and must comply with all conditions in connections with the approval before; using funds to purchase ownership of, or a license to use, a copyrighted work; or incorporating copyrighted work, or portion thereof, into a new work developed under this award.
37. The Grantee agrees that legal assistance eligibility requirements are a continuing obligation on the part of the Grantee. The legal assistance eligibility requirements are;
- a. Any person providing legal assistance through a program funded by this award;
 - i. Has a demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population or
 - ii. Is partnered with an entity or person that has demonstrated expertise described in paragraph 28(a)(i), and has completed or will complete training in connection with domestic violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
 - b. Any training program conducted in satisfaction of the requirement has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials.
 - c. Any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial, or Tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
 - d. The Grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.
38. The Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period, and at a minimum a hold may be placed

on Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. 10441. Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

39. Grantee agrees that grant funds will not be used to purchase standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
40. The Grantee agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient of award funds. Such data will be submitted to the FFATA Subaward reporting system (FSRS). The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OVW website at www.ovw.usdoj.gov/docs/ffata-award-term.pdf and are incorporated by reference.
41. The Grantee understands and agrees that it will submit written methods of administration, if required, ensuring Grantees compliance to the Office of Justice Program's Office for Civil Rights within 90 days of receiving this grant award, and to make supporting documentation available for review upon request of by the Office of Justice Program's Office for Civil rights or any other authorized persons. Requirements for the MOA are available at www.ojp.usdoj.gov/funding/other_requirements.htm
42. The Grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Grant Program has informed and will continue to inform State,

local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the Grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 16, 2019

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement with Vet Environmental regarding
Environmental review services for the Ledge wall
project.

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: 2016 GO Bond B

Fund Number 4808

Amount: \$2,500

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 an Initial Historical Document Review for the Quarry property.

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: 9/26/19

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to Page 34 of 31

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



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

September 30, 2019

Mr. Jeff Cockerill
Monroe County Legal Department
100 West Kirkwood Avenue
Bloomington, IN 47404

Dear Mr. Cockerill:

RE: Proposal for Environmental Consulting Services

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the Monroe County Government (Monroe). We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET will perform an initial Historical Documentation Review for the Ledge Wall Quarry, LLC Property (Site). The Site is composed of two parcels of land approximately 70 acres in area (parcel #53-05-30-400-014.002-004 and #53-01-21-260-000.000-004).

Tasks to be performed for Monroe:

VET will provide initial Historical Documentation Review as requested by Monroe regarding the Site. Additional research may be required in addition to the Initial Documentation Review.

Environmental consulting work will be billed on a time and materials basis not to exceed **\$2,500.00**. Please note that any work completed by VET at the request of Monroe that does not fall within the referenced scope will be billed (when approved by Monroe) according to VET's 2019 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

VET Standard Rates 2019

Principal Engineer	\$129/hour
Registered Professional Engineer	\$114/hour
Licensed Professional Geologist	\$93/hour
Project Manager	\$87/hour
Senior Environmental Scientist	\$87/hour
Graduate Engineer	\$87/hour
Graduate Geologist	\$83/hour
Staff Project	\$80/hour
Environmental Scientist	\$72/hour
Ecologist	\$72/hour
Senior Environmental Technician	\$72/hour
Environmental Technician	\$62/hour
GIS Analyst	\$62/hour
Clerical	\$52/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Monroe with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign below and return it to: tara@vet-env.com or by fax: (812) 650-3892.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM
President, VET

Proposal Acceptance

Signature

Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 16, 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 2019-28 Approving a with the Solid Waste Management District for Extension Services

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: County General

Fund Number: 1000

Amount: \$650 per month

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 renews the arrangement the County has with Solid Waste Management District for Extension Services use of a portion of the Districts headquarters.

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: 10/10/19

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

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

Resolution 2019 – 28

Office Space Lease for Monroe County Extension Services Agency

WHEREAS, the Monroe County Board of Commissioners and the Monroe County Solid Waste Management District (District) have previously entered into lease agreements to provide office space for the Monroe County Extension Services agency in the District administration building; and

WHEREAS, the District administration building continues to have office space available suitable for the Monroe County Extension Services agency; and

WHEREAS, IC 36-1-11-8 permits any governmental entity to transfer or exchange property with another governmental entity upon terms and conditions agreed upon by the entities by the adoption of a substantially identical resolution by each entity; and

WHEREAS, the Monroe County Solid Waste Management District and Monroe County are both governmental entities

IT IS THEREFORE RESOLVED, pursuant to IC 36-1-11-8 that the Monroe County Solid Waste Management District will transfer to Monroe County, pursuant to a Lease Agreement executed by the governing boards of each entity, the real property identified as the Property Leased in Exhibit A, Lease Agreement, for the sum of one dollar (\$1.00) and other valuable consideration.

Resolution 2019 – 28

Office Space Lease for Monroe County Extension Services Agency

So voted on this 16th day of October, 2019 by the Monroe County Board of Commissioners.

AYE

NAY

Julie Thomas, President

Julie Thomas, President

Lee Jones, Director

Lee Jones, Director

Penny Githens, Director

Penny Githens, Director

Attest: _____
Catherine Smith, Auditor

EXHIBIT A

LEASE AGREEMENT

THIS LEASE, by and between the Board of Directors of the Monroe County Solid Waste Management District hereinafter referred to as Lessor, and the Board of Commissioners of Monroe County, Indiana, hereinafter referred to as Lessee.

WITNESSETH:

In consideration of the mutual covenants and agreements of the Lessor and Lessee in this Agreement, the Lessor and Lessee hereby enter the following Lease:

1. Property Leased

The Lessor hereby lets and demises to the Lessee, and the Lessee hereby leases from the Lessor, certain space within the property commonly known as the Monroe County Solid Waste Management District Administrative Office Building, 3400 S. Walnut St., Bloomington, Indiana, a floor plan of which is set forth on Exhibit "A" attached hereto and made a part hereof, together with related structures, equipment, and improvements, subject to the terms and conditions below.

The Lessee shall have exclusive use of the rooms marked R10, R12, R13, R14, R15 and R16 on the Exhibit "A" floor plan. Lessee shall share use of the rooms and areas marked on the floor plan as Conference/Educational Room, Library Meeting Room, Break Room, Kitchen, Central Equipment Room, Reception Area, restrooms and hallways with the District. Additionally, Lessee shall have exclusive use of 8 vehicle parking spaces in the building's parking lot and shall share use of the visitor and handicapped parking spaces in that lot. Such property shall hereinafter be referred to as the "leased premises."

2. Term

The term of this Lease shall begin on the 17th day of May 2019, and terminate on the 17th day of May 2022. This lease may be renewed for up to three additional one year terms by mutual written agreement of both parties. If Lessee continues to occupy the leased premises after the term ends without a renewal, and if Lessor has not objected to Lessee's continued occupation of the leased premises, the lease arrangement shall continue on a month-to-month basis.

EXHIBIT A

3. Use

The leased premises shall be used by Lessee as office space for the functions and staff of the Monroe County Extension Services (hereafter referred to as the "Extension Services"), and for no other purpose. Lessee shall not lease any portion of the property at any time during the lease term for any other purposes or to any other person, firm, or individual, without the consent of Lessor.

The Conference/Educational Room and Library Meeting Room shall be available for the functions and staff of the Monroe County Solid Waste Management District (hereafter referred to as the "District") and to the Extension Services to reserve for each's exclusive use for meetings, special events and other occasional functions. Reservations for this shall be made through the District. If both the District and the Extension Services seek to use these rooms at the same times and accommodation for both cannot be made, the District shall have priority, as long as they have provided the Extension Services with adequate notice of their intention to use these rooms so as to allow the Extension Services to have sufficient time to made alternative arrangements.

Lessor shall provide for the Extension Services' use: four 4 drawer built-in cabinets in Central Equipment Room, four 3 foot wide built-in cabinets in the Conference/Education Room and 6 foot wide section of built-in shelves in the Library Meeting Room for the Extension Services records and materials, or other reasonably equivalent cabinet space, subject to Lessee's determination that any of these cabinets or shelves instead be used to store the District's financial records and/or educational program materials and provide an IP address from its vendor and access as needed to the necessary equipment to install a phone system.

4. Rent/Consideration

Lessee agrees to pay to the Lessor as rent for the leased premises the sum of \$1 per year.

5. Taxes

Lessee agrees to pay any applicable personal property taxes on property owned by the Extension Services located on the leased premises.

6. Maintenance

EXHIBIT A

The Lessor shall be solely responsible for paying for landscaping, lawn care, trash and snow removal, parking lot and building maintenance and repair (including the heating, cooling, plumbing and electrical systems), window cleaning and security services for the property subject to this Lease.

7. Alterations

Lessee shall make no structural alterations without prior approval of Lessor and District. Lessee may construct and maintain a work station for a receptionist for the Extension Services inside the main entrance to the building and erect signs for the Extension Services at locations, outside the main entrance to the building and within the building, designated by the District.

8. Liens and Encumbrances

The Lessee shall not suffer or permit any mechanic's lien or any other type of lien or encumbrance to be placed or filed upon the property subject to this lease, and shall indemnify and save the Lessor and the District harmless therefrom.

9. Insurance

Lessee shall insure its contents of the leased premises, including fixtures and equipment located thereon. The Lessee shall be responsible for maintaining public liability insurance on the premises in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate with respect to bodily injury or death, and property damage. The Lessee agrees to maintain such policies with responsible insurance companies. Lessee shall furnish Lessor with a current certificate of insurance upon execution of this Lease Agreement and furnish updated certificates of insurance as needed during the term of the Lease Agreement. The insurance policies shall name the Lessor as additional insured.

10. Utilities and Housekeeping

Lessee agrees to pay one half the charges billed to the District for electric, gas, IP service (currently provided by Comcast), water/sewer and housekeeping services used by both the District and the Extension Services, and the same for cleaning the floors of the building twice a year,

EXHIBIT A

during the term of this Lease. In lieu of paying one half of each bill, Lessee may make a single monthly payment to the District in the amount of \$650 per month for the first lease term. Any equipment installation costs exclusively attributable the requirements of the Extension Services shall be paid by Lessee.

11. Assignment and Subletting

The Lessee is prohibited from subletting any portion of the leased premises for any use or from assigning its rights under this Lease without the prior written consent of Lessor.

12. Other Conditions

If, as a result of the conveyance of the lease premises to the Extension Services, the District has inadequate space in its Administrative Office Building to continue to store the District's financial records and educational program materials in that building, the Lessee shall either provide suitable and sufficient storage space for this purpose or pay the cost of securing such space for the District.

Lessee's payment of rent, utilities, storage space or any other costs as provided by this Lease shall be contingent on and subject to appropriation of sufficient monies by the Monroe County Council to make such payments.

13. Default

The Lessor may terminate this Lease upon the failure of Lessee to make any payment required of Lessee by this Lease within sixty (60) days after sending written notice to Lessee demanding such payment.

14. Indemnification

Lessee shall indemnify and hold Lessor and District free and harmless from any and all liability, claims, loss, damage, or expenses, including attorney fees and costs, arising be reason of any death, injury or property damage sustained by any person, including Lessee or any agent or employee of Lessee, where such death, injury, or property damage is

EXHIBIT A

caused or allegedly caused by a negligent or intentional act of Lessee or any guest, licensee, or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition, or act required by this Agreement.

15. Enforcement

The parties expressly agree that the District shall have the right to enforce on its behalf, or on behalf of Lessor, any and all provisions, covenants, and promises contained in the Lease.

16. Complete Agreement

All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease and Exhibits and may be modified or altered only by agreement in writing signed by all parties which agreement must specifically refer to this agreement by title and date.

IN WITNESS WHEREOF, the parties have set forth their hands and seals as of this

_____ day of _____, 2019.

Board of Directors of the Monroe County Solid Waste Management District - Lessor

ATTEST:

By: _____
_____, President

Printed Name and Office

EXHIBIT A

Board of Commissioners of Monroe County, Indiana - Lessee

Julie Thomas, President

Lee Jones, Vice President

ATTEST:

Penny Githens, Member

Catherine Smith, Auditor

So dated this _____ day of _____, 2019.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 16, 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

Purchase Agreement With the County Parks Foundation

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: 2017 GO Bond

Fund Number 4810

Amount: \$131,000 Cost Plus Closing fee

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 a purchase agreement with Monroe County Parks and Recreation Foundation. The purchase amount plus the Closing fees is less than the average of the two appraisals (\$132,500).

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: 10/10/19

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

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

PURCHASE AGREEMENT

Date: October _____, 2019

THE MONROE COUNTY BOARD OF COMMISSIONERS ("Purchaser") agrees to purchase from the **MONROE COUNTY PARKS AND RECREATION FOUNDATION, INC. ("Seller")** the real estate known as 1050 W. Dillman Road, Bloomington, in Monroe County, Indiana, and more particularly described as:

A part of the Southeast Quarter of Section Thirty (30), Township Eight (8) North, Range One (1) West, described as follows, to-wit: Beginning at the Southeast corner of said quarter section; thence running West Fourteen (14) rods and Six (6) feet to the East line of the Illinois Central Railroad right-of-way; thence North along said right-of-way Eleven and One-fourth (11-1/4) rods; thence East to the East line of said quarter section; thence South Eleven and One-fourth (11-1/4) rods to the place of beginning, containing 1 acre, more or less (the "Real Estate")

A. **PURCHASE PRICE:** The Purchase Price shall be One Hundred Thirty Thousand Dollars (\$130,000).

B. **IMPROVEMENTS AND FIXTURES:** The above Purchase Price includes all improvements permanently installed and affixed and all licenses, easements and other rights associated with the Property, such as, but not limited to, electrical and/or gas fixtures, heating and central air equipment and all attachments thereto, any sump pump, window blinds, light fixtures, major kitchen appliances and all landscaping (collectively with the Real Estate, the "Property").

C. **METHOD OF PAYMENT:** Upon closing this transaction, Purchaser shall pay Seller the Purchase Price by wire transfer of immediately available funds.

D. **EARNEST MONEY DEPOSIT:** Seller waives any requirement for an earnest money deposit.

E. **CLOSING DATE:** Closing of the transaction contemplated hereby shall occur at a place mutually acceptable to Seller and Purchaser, on such date designated by Purchaser which is not more than thirty (30) days after the date all conditions precedent to Purchaser's obligations hereunder have been satisfied or waived but in no event later than December 31, 2019.

F. **POSSESSION:** Possession of the Real Estate shall be delivered to Buyer at Closing.

G. **INSPECTIONS:** Purchaser reserves the right to have the Property inspected. All inspections shall be made within thirty (30) days after the acceptance of this Purchase Agreement by Seller. Inspections are to be at Purchaser's expense by inspectors or contractors, selected by Purchaser. Inspections may include, but are not limited to, heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, water analysis, wood eating insect infestation, radon and lead-based paint.

If Purchaser determines that there is a major defect affecting the Property and the Seller is unable or unwilling to remedy the defect to the Purchaser's reasonable satisfaction prior to Closing, the Parties shall submit the unresolved major defect question to mediation. A major defect shall include, but not be limited to, a problem affecting the habitability of the Property.

Upon execution of this Agreement, Seller shall complete and execute the Seller's Residential Real Estate Sales Disclosure and, if applicable, a notice of possible lead-based paint hazards and deliver each of the same to Purchaser with this executed Agreement.

H. **TAXES AND ASSESSMENTS:** All real estate taxes and assessments for the Property that normally would be due and payable during any prior calendar year and remaining unpaid, shall be paid by Seller, and all such taxes and assessments for the Property that normally would be due and payable during the year of Closing (i.e. accruing in 2019 and payable in 2020) shall be prorated between Seller and Purchaser on a calendar year basis as of the day immediately prior to the Closing Date. If the amounts of the taxes due and payable during the year prior to Closing or the current year have not been determined at the Closing of the transaction, said taxes shall be assumed to be the same as the most recent tax bill for the Property for the purpose of such proration and a credit for the unpaid taxes shall be given to Purchaser at Closing based upon such most recent tax bill. The parties agree that there shall be no post-closing reconciliation of such prorated taxes based upon any tax bill received after closing.

I. **TITLE EVIDENCE:** No later than fourteen (14) days following the full execution of this Agreement, Purchaser may obtain, at Purchaser's expense, a commitment for an owner's policy of title insurance from a title company of its selection (the "**Title Company**") in a form acceptable to Purchaser, in which the Title Company shall agree to insure, in the full amount of the Purchase Price, marketable title to the Property in the name of the Purchaser, together with legible copies of all recorded instruments affecting the Property and recited as exceptions in the commitment. Seller discloses possible unrecorded exceptions, which shall be deemed permitted exceptions, as follows: (1) the rights of the public and Monroe County, Indiana to the Dillman Road right-of-way; and (2) encroachment of improvements (the "Dwelling") across the property line. Any encumbrances or defects in title must be removed from the subsequent title insurance policy, with the exception of any taxes and assessments not yet due and payable and easements and other restrictive covenants of record acceptable to Purchaser. Purchaser shall pay any and all costs and expenses related to title insurance hereunder, including all search fees and the premium for the owner's policy. If Purchaser makes any objections to items disclosed in the commitment, Seller shall have ten (10) days from the date such objections are disclosed by Purchaser to cure the same. If the objections are not satisfied within such ten (10) day period, Purchaser may within three (3) days of Seller's response on such matters (a) terminate this Agreement, or (b) waive the unsatisfied objections and close the transaction.

J. **CLOSING AND CLOSING FEES:**

1. At Closing, Seller shall deliver to Purchaser: (1) a duly executed and acknowledged Warranty Deed in recordable form conveying to Purchaser marketable title in fee simple to the Property, free and clear of any all liens and encumbrances, except for matters identified in Section I above or approved by Purchaser in writing, (2) a duly executed and acknowledged Vendor's Affidavit in

the form necessary to permit the Title Company to delete the non-survey printed exceptions from the owner's policy of title insurance, (3) an executed Sales Disclosure Form or similar form, if required by and in compliance with Indiana law, (4) a Closing Statement executed by Seller, and (5) all other necessary documents reasonably required to close this transaction. All conveyance and transfer documents referred to herein shall be in form and substance satisfactory to Purchaser. Seller shall execute and deliver to Purchaser the conveyance and transfer documents at the Closing.

2. At Closing, Purchaser shall deliver to Seller: (1) an executed Sales Disclosure Form or similar form if required by compliance with Indiana Law; (2) a closing statement executed by Purchaser; and (3) all other necessary documents reasonably required to close this transaction.
3. Closing shall take place in the offices of Capstone Title Partners located at 116 W. 6th Street, Suite 200, Bloomington, Indiana. Seller agrees to pay for: (1) preparation and recording of any releases required to convey title as provided herein; (2) any mortgage payoff; (3) the title insurance policy; and all closing fees. Purchaser agrees to pay for costs to record the conveyance document.

K. **SURVEY:** Purchaser at Purchaser's expense may obtain a survey of the Property.

L. **RISK OF LOSS / CASUALTY:** Property is already insured by Purchaser; therefore, Purchaser shall be responsible for risk of loss and/or damage to the improvements on the Property until time of delivery of possession, to the extent allowed by Purchaser's insurance.

M. **MAINTENANCE OF PROPERTY:** Property is being maintained by the Monroe County Parks Department and the Monroe County Sheriff; therefore, the Parties agree to maintain the condition of the Property through the date of possession, as is currently being maintained.

N. **TIME IS OF THE ESSENCE:** Time periods specified in this Agreement shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.

O. **USE OF BROKERS:** Each party represents and warrants to the other that it has not dealt with any broker, salesperson or finder in connection with this Agreement or the transaction contemplated.

P. **SELLER REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants that the Property is in good condition, free from known defects and fit for its intended use as a residential dwelling; that the Property is properly zoned for its intended use and does not violate any private covenants or restrictions; and that Seller has full right and authority to sell the Property in accordance with the terms of this Agreement. Seller shall not enter into any other material transaction with respect to or affecting the Property, and Seller shall not sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act which will diminish or otherwise affect Purchaser's interest under this Agreement or in or to the Property or which will prevent Seller's full performance of his obligations hereunder. Seller makes no warranties pertaining to the Property other than warranty of title.

Q. MISCELLANEOUS TERMS:

1. All terms and conditions are included herein and no verbal agreements shall be binding.
2. This Agreement may be effectuated by facsimile or electronic transmission and executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same Agreement.
3. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

ACKNOWLEDGEMENTS: This is a legally binding agreement and the parties acknowledge that the advice of legal counsel is recommended. By signature below the parties verify that they have read, fully understand, and approve this Purchase Agreement and acknowledge receipt of a signed copy.

PURCHASER:

Monroe County Board of Commissioners

By: _____

Printed: _____

Title: _____

SELLER:

Monroe County Parks and Recreation Foundation, Inc.

Amy Thompson, President

David Landis, Treasurer

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/16/2019

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

Supplemental agreement with the Monroe County Board of Commissioners and Butler, Fairman and Seufert, Inc.

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: INDOT

Federal Program: Transporation

CFDA # 20.205

Federal Award Number and Year:

Or other identifying number

Pass Through Entity Des #1400783 & 1900467

Amount Received

Federal:

State:

Local Match:

Total Received: 0.00

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

Fund Name: Local Road and Street

Fund Number 1169

Amount: \$0.00

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 supplemental is for combining the two phases of the Sample Road project into one project and revise the plans to incorporate the I69 interchange improvements after construction. This results in a zero change in the amount of the original contract on January 23, 2015 in the amount of \$1,216,740.00.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Lee Baker

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

Submitted by: Lisa Ridge

Date: October 8, 2019

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

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

SUPPLEMENTAL AGREEMENT NO. 2

Design Services

Des. No. 1400783 & 1900467

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2019, by and between Monroe County, Indiana, acting by and through the Board of Commissioners, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH

WHEREAS, on January 23, 2015, the **LOCAL PUBLIC AGENCY** entered into an Agreement with the **CONSULTANT** for services required for development of Contract Plans for the construction of Sample Road from North Bottom Road to Old SR 37; Des No.'s 1400783 and 1900467

WHEREAS, the project was separated as directed by the **LOCAL PUBLIC AGENCY** and developed by the **CONSULTANT** as two independent construction contracts for Sample Road east of I-69 and west of I-69 and is now is to be combined as a single construction contract as directed by the **LOCAL PUBLIC AGENCY**.

WHEREAS, directed by the **LOCAL PUBLIC AGENCY**, the **CONSULTANT** will provide the following amended engineering services, for Sample Road from North Bottom Road to Old SR 37, as part of this Supplemental Agreement No. 2.

1. Assemble and adjust project plans for the combined project
2. Revise design to incorporate I-69 interchange improvements
3. Survey pickup of recently completed I-69 interchange
4. Revise completed environmental permitting applications to include the portion of Sample Road on the west side of I-69

WHEREAS, the included Fee Summary provides the amended fees required for completion of the project (attached).

WHEREAS, the parties agree that the January 23, 2015, Agreement be modified by this Supplemental Agreement No. 2; the amended compensation for these additional services shall increase the not-to-exceed amount of this Agreement by \$0.00 and remain at \$1,216,740.00 to a not-to-exceed amount.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

ENGINEER

BUTLER, FAIRMAN and SEUFERT, INC.



John W. Brand, PE, President

LOCAL PUBLIC AGENCY


BOARD OF COMMISSIONERS
OF THE COUNTY OF MONROE, INDIANA

Julie Thomas, President

Elizabeth Lee Jones, Vice President


Penny Githens, Member

Attest:



Ben Zobrist, Vice President

Attest:

Anita Freeman, Auditor


SAMPLE ROAD FEE SUMMARY					
SCOPE CATEGORY	FEES				
	ORIGINAL AGREEMENT	SUPPLEMENTAL 1	REVISED TOTAL	SUPPLEMENTAL 2	REVISED TOTAL
Survey	\$172,810	\$0	\$172,810	\$6,300	\$179,110
Environmental Documentation					
Environmental Document	\$51,890	\$7,800	\$59,690	\$3,000	\$62,690
Bat Habitat Assessment	\$16,280	\$0	\$16,280	\$0	\$16,280
Karst Studies/Report	\$31,540	\$0	\$31,540	\$0	\$31,540
Noise Analysis	\$24,270	-\$24,270	\$0	\$0	\$0
Archaeological	\$25,340	\$0	\$25,340	\$0	\$25,340
Waters Report	\$6,420	\$0	\$6,420	\$0	\$6,420
*Tree Mitigation	\$47,000	\$0	\$47,000	-\$47,000	\$0
Permits	\$4,435	\$0	\$4,435	\$9,900	\$14,335
Rule 5 & Erosion Control Plans	\$14,520	\$0	\$14,520	\$0	\$14,520
Public Hearing	\$23,850	\$0	\$23,850	\$0	\$23,850
Public Information Meeting	\$12,770	\$0	\$12,770	\$0	\$12,770
Design	\$298,825	\$11,545	\$310,370	\$47,800	\$358,170
Drainage	\$43,440	\$0	\$43,440	\$0	\$43,440
R/W Engineering	\$318,875	\$0	\$318,875	\$0	\$318,875
Geotechnical	\$104,200	\$0	\$104,200	-\$20,000	\$84,200
Utility Coordination	\$20,275	\$4,925.00	\$25,200	\$0.00	\$25,200
SUB TOTAL	\$1,216,740	\$0	\$1,216,740	\$0	\$1,216,740

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/16/2019

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

Change order #3 and #4 with Milestone for Fullerton Pike, Phase II

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: Local Road and Street

Fund Number: 1169

Amount: \$4,043.00

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:

Change order #3- Milestone will following the provision in the design standards to use HMA Superpave 4 and Superpave 5 for the paving of the roadway. No cost change.

Change order #4- There were to be three trees removed that was within the right-of-way and the construction limits of the project. Homer Tree Service was hired for the tree removal. The cost was \$4,043.00 for the removal.

Person Presenting: Lisa Ridge

Department: Highway

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

Submitted by: Lisa Ridge

Date: October 9, 2016

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

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

Contract No:R -38502

Change Order No.: 003

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38502

AE:Wren, Rachel

Letting Date:08/10/2018

PE/S:Wildt, Chuck

Status:Pending

Change Order Information

Date Generated: 04/16/2019

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, R/W Related

Description: Additional Tree Removal

Original Contract Amount

\$ 4,953,000.00

Current Change Order Amount

\$ 4,043.00

Percent: 0.082 %

Total Previous Approved Changes

\$ 2,648.72

Percent: 0.054 %

Total Change To-Date

\$ 6,691.72

Percent: 0.136 %

Modified Contract Amount

\$ 4,959,691.72

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date > 5%? Y / N If Y, Copy to Program Budget Manager _____

Scope/Design Recommendation
Required? Y / N If Y, Referred to Project Manager(PM) _____

 Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

 If N, Resolution: Approved _____ Disapproved _____

 Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R-38502
Change Order No: 003

INDIANA
Department of Transportation

Date: 09/23/2019
Page: 3

Contract: R-38502
Project: 1500523 - State: 150052300LC5
Change Order Nbr: 003
Change Order Description: Additional Tree Removal
Reason Code: ERRORS & OMISSIONS, R/W Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0192	1500523	0152	201-02285	EACH	4,043.000	1.000	C	Amount:\$ 4,043.00

Item Description: TREE 48 IN REMOVE

Supplemental Description1: Additional Tree Removal

Supplemental Description2:

Total Value for Change Order 003 = \$ 4,043.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

Sta. 323+20 59' let of Line PR-A, Anxom property. Mr. Anxom was paid for the removal of three 48 inch trees, two were within the construction limits and one at the r/w. Monroe County informed the contractor due to the r/w purchase agreement, the tree at the r/w was to be removed along with the two within the construction limits. The subcontractor, Homer Tree Services, based their clearing r/w item within the construction limits. Although the total dollar amount for the removal is outside the 25 percent range calculated from INDOT's Unit cost averages spreadsheet. Due to the overall size of the tree and an existing overhead utility the tree had to be topped before it was fallen. Therefore the unit cost is acceptable. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: 

Signed By: 

Date: 10-8-19

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38502
Change Order No:003

INDIANA
Department of Transportation

Date:09/23/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status

Contract No:R -38502

Change Order No.: 004

Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -38502	Letting Date:08/10/2018	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Wildt, Chuck	Status:Pending

Change Order Information	Change Order No.: 004	EWA: N or Force Acct: N
Date Generated: 00/00/0000	Date Approved: 00/00/0000	
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only		
Description: Construction Memo 19-03 (Revised)		
Original Contract Amount	\$ 4,953,000.00	
Current Change Order Amount	\$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	\$ 2,648.72	Percent: 0.054 %
Total Change To-Date	\$ 2,648.72	Percent: 0.054 %
Modified Contract Amount	\$ 4,955,648.72	

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
	SP Date 00/00/0000 or SP Days
	(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____	
	SS Days _____	SP Days Value \$ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0	
	SS Date 00/00/0000 or SP Days 0	

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ *DDCM: _____
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N, Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38502
Change Order No:004

INDIANA
Department of Transportation

Date:04/25/2019
Page: 3

Contract: R -38502
Project: State:150052300LC5
Change Order Nbr: 004
Change Order Description: Construction Memo 19-03 (Revised)
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 004 = \$ 0.00								

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

Change Order is a request of the contractor based on Construction Memorandum 19-03 revised March 1, 2019. Contractor intends to utilize the Unique Special Provision 2019 QC/QA HMA - Superpave 4 and Superpave 5. This will be a no cost change order in accordance with 109.5. A contract time adjustment is not required for this change.
General or Standard Change Order Explanation

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone

Signed By: [Signature]

Date: 4/29/19

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38502
Change Order No:004

INDIANA
Department of Transportation

Date:04/25/2019
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level
Project Engineer/Supervisor

Name of Approver
Wildt, Chuck

Date
00/00/0000

Status
Action Pending

CHANGE ORDER REQUEST FORM

CONTRACT NO. R-38502-A

DATE OF SUBMISSION April 4, 2019

PROJECT DESCRIPTION (route / intersection / bridge no(s).)	Gordon Pike over Clear Creek
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Based on construction memo 19-03 that was revised March 1, 2019 Milestone intends to utilize the Unique Special Provision "2019 QC/QA HMA- Superpave 4 and Superpave 5.
PROPOSED SOLUTION SUMMARY	Milestone is requesting a no cost change order in accordance with 109.05

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	March 28, 2019	CHANGE ORDER TYPE	104.02 Changed Conditions
----------------------	----------------	-------------------	---------------------------

PROPOSED COST AND TIME ADJUSTMENT

COST

COST INCREASE / (DECREASE):

\$ 0

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

☐ 109.03 Altered Quantities ☐ 109.05(a) Agreed Price ☐ 109.05(b) Force Account ☐ 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: ☐ Labor ☐ Material ☐ Equipment ☐ Lease Agreement ☐
Subcontractor

TIME ADJUSTMENT

INCREASE / (DECREASE):

(work days)

0

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

☒ 108.08(a) Excusable, Non-Compensable ☐ 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGINATION:	<input type="checkbox"/> INDOT / LPA <input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:	
<input checked="" type="checkbox"/> Contract Specifications (ref. doc name/no.)	Construction Memo 19-03
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Click here to enter text.
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)

Ver. 10.18.18

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR
ADDITIONAL DETAIL

March 28, 2019

SUBMITTAL DATE OF
ADDITIONAL DETAIL

March 28, 2019

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

[Click here to enter text.](#)

SIGNATURE

Contractor:

Name: (print) _____

(signature) _____ Date: _____

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502-A

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.

(To be included as part of Change Order Document)

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/16/2020

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

Ratification of CATS 2020 Telecommunications Agreement

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

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: Cable Franchise

Fund Number 2502

Amount: \$283,655.00

Executive Summary:

Pending approval of the 2020 proposed Cable Franchise Budget, this agreement continues the relationship between Monroe County government and CATS. The \$283,655.00 payment will be paid quarterly. The funding may be used for salaries and equipment necessary to provide the services within the agreement.

Person Presenting: Angie Purdie

Department: Board of Commissioners

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Angie

Date: 10/4/19

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

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

2020 TELECOMMUNICATIONS FUNDING AGREEMENT

Agreement entered into between the Board of Commissioners of Monroe County, ("County") and the Monroe County Public Library ("Library"), on behalf of its Community Access Television Services department (CATS), effective on the date last written below.

SECTION I. Funding

(a) County shall contribute the sum of Two Hundred Eighty Three Thousand and Six Hundred and Fifty Five and 00/100s Dollars (\$283,655) for calendar year 2020, payable in equal quarterly installments of Seventy Thousand Nine Hundred and Thirteen Dollars and 75/100s (\$70,913.75), to partially fund the operational expenses of CATS.

(b) Library may use this contribution for salaries and equipment necessary to provide services in accordance with this Agreement. Library will submit a signed claim voucher for each quarterly installment which will be processed in accordance with the County's usual practice for payments.

SECTION II. Public Meetings

Where the meeting location permits, CATS shall telecast live coverage of regular meetings of the Monroe County Commissioners, Monroe County Council, Monroe County Planning Commission, Board of Zoning Appeals, the State of the County Address and other public meetings as requested by the Monroe County Commissioners. Where the meeting location does not permit live coverage, CATS shall contemporaneously videotape the meeting and cablecast it at the earliest time following the meeting which its schedule allows. Each of the meetings will be replayed at least twice during the week following the original cablecast. The times for replay will be predetermined and supplied to the *Herald Times* for its TV schedule publication.

Section III. Non-partisan Programming

(a) A partisan political program or event is one in which only one political party or candidate is represented, and whose principal purpose is the advocacy of a particular candidate, slate of candidates or party platform or the criticism of an opposing candidate, slate of candidates or party platform. Examples include political party dinners or organizational meetings, fundraisers, and announcements of candidacy for office. CATS crews shall not be used in the program production of partisan political events; provided however, that CATS may elect to separately telecast primary election candidate forums for each political party where all candidates for contested offices within that party have been invited, and where scheduling time permits the telecast of similar candidate forums of opposing political parties.

(b) This section shall not be construed to prohibit the production or telecast of a political party caucus or convention which is required by Indiana election law to nominate candidates or fill candidate vacancies. Further, this section shall not be construed to prevent members of the public who are not affiliated with Library from using Library facilities and equipment for any programming permitted by

state and federal law, and which is consistent with Library access policies.

SECTION IV. Reports

(a) Monthly Report -CATS will provide the County a monthly report of its programming and activities which will include an hour report of its public meetings coverage.

(b) Financial Report -CATS will provide the County at least annually, and more often upon request, a financial report which shall summarize the utilization of the County's contributions.

SECTION V. Records

Library will permit the County to examine and copy all records and documents related to the funding provided by this Agreement. Library further agrees to maintain accounting procedures and record keeping in a form acceptable to the State Board of Accounts and will retain those records as required by state law or State Board of Accounts policy.

SECTION VI. Non-discrimination

(a) Library affirms that it is an equal opportunity employer, and will not discriminate on the basis of race, color, national origin, sex, age, sexual orientation, ancestry, religion or disability in the hiring, upgrading, discipline, training and compensation of its employees. Breach of this provision may result in termination of this Agreement.

Section VII. Term

This agreement shall govern services provided from January 1, 2017 through December 31, 2017, and shall thereafter be automatically renewed from year to year unless either party gives written notice of its intention to terminate by October 1 of each succeeding year. The funding provided by this Agreement may be adjusted by mutual agreement, but all such funding is subject to an appropriation by the Monroe County Council.

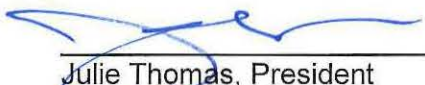
Section VIII. Verification of Work Status

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.


"County"

Board of Commissioners of Monroe County


Date: 9-18-19


Julie Thomas, President


Lee Jones, Vice President


Penny Githens, Commissioner

ATTEST:


Catherine Smith, Auditor

"Library"

Monroe County Public Library

Date: _____

John Walsh, President, Board of Trustees

Marilyn Wood, Director

Michael White, Manager
Community Access Television