



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

- 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**
 - MARCH 27, 2019
 - APRIL 3, 2019
- V. APPROVAL OF CLAIMS DOCKET**
 - ACCOUNTS PAYABLE – APRIL 10, 2019
 - PAYROLL – APRIL 12, 2019
- VI. REPORTS**
 - TRAFFIC/ROAD UPDATE
- VII. NEW BUSINESS**

A. MOVE TO APPROVE: AWARDING OF 2019 BITUMINIOUS BIDS FOR HIGHWAY DEPARTMENT.

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1173
AMOUNT: N/A**

Executive Summary: Bids were advertised and opened April 1, 10:30am. Highway Department recommends awarding the asphalt materials to both E&B Paving and Milestone, in accordance with IC 36-1-12-4.

Award the Monroe County Paving Program to E&B, who was the lowest, most responsive bidder in all categories except four.

Lisa Ridge, Highway Director

B. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR OLD SR 37 SOUTH.

FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1173

AMOUNT: \$184,075.86.

Executive Summary: This contract was awarded by the Community Crossing Matching Grant to pave Old SR 37 South, from SR 37 to 1350' south of Rogers Rd. This is a 50/50 match program.

Lisa Ridge, Highway Director

C. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR JOHNATHAN DRIVE.

FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1173

AMOUNT: \$36,518.53

Executive Summary: This contract was awarded by the Community Crossing Matching Grant to pave Johnathan Drive. This is a 50/50 match program.

Lisa Ridge, Highway Director

D. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR HIGHLAND VILLAGE SUBDIVISION

FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1173

AMOUNT: \$186,747.82

Executive Summary: This contract was awarded by the Community Crossing Matching Grant to pave the county portion of Highland Village Subdivision. This is a 50/50 match program.

Lisa Ridge, Highway Director

E. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR LIBERTY DRIVE.

FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1173

AMOUNT: \$68,897.98

Executive Summary: This contract was awarded by the Community Crossing Matching Grant to pave Liberty Dr. This is a 50/50 match program.

Lisa Ridge, Highway Director

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
MARCH 27, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on March 27, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President and Lee Jones. Also present: Jordan Miller, Payroll Administrator, Jeff Cockerill, Attorney, Angie Purdie, Commissioners' Administrator, Lisa Ridge, Public Works Director, and Anita Freeman, Deputy Auditor. Not present: Amanda Barge, Vice President.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Jones

Commissioner Thomas recognized Highway Superintendent John Chambers for his 45 years of dedicated service and retirement from Monroe County Highway.

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

Hello, I'm **Leslie Green**, CEO for Stone Belt. As you know for a number of years the county has included appropriation in the budget for Stone Belt. It comes through the Commissioners' budget so we appreciate that you continue to put that into your budget. We will speak with the County Council later and thank them for their continued support. I wanted to give you a little update on what's going on with Stone Belt. One thing to know that this is our 60th anniversary. We started in 1959 by a group of nine families who wanted local services and today our organization wide we serve over 1300 people and have 550 employees. In Monroe County we serve 347 people in our core services, those would be things like our employment services, our residential programs, our lifelong learning program, manufacturing or work training programs so those 347 community residents that benefit from your support. We also 298 employees that reside in Monroe County. Probably by the end of the day that will be 300 because we are continually working to hire people. So I just wanted to say we really appreciate the support you've provided it makes the biggest difference for us, some years it makes the only difference on how things might turn out for that year. In years past we've seen decreasing state and federal funding, so the fact that we have the county funding really helps bridge the gap at times, and is always good for helping us provide the quality of services that we want to provided. I brought with me

today one of our board members and a family member of a person that we support and she has a few things to say.

Good morning, my name is **Nancy Owen**, and I'm here today to thank you on behalf of my daughter Samantha, who is a member of the lifelong learning program at Stone Belt. Thank you so much for your support of this wonderful wonderful organization. For those of you who don't have much contact with the disabled community or Stone Belt, who've got to know that this is a happy place. This is my daughter's happy place where she goes, it's not a warehouse for people who don't fit in, it's a wonderful, supportive, loving environment that gives them art, music, learning, job skills, takes them out into the community so they can be a real part of the community. And because of that, because of your involvement with us, you're a part of their wellbeing. So thank you all so very much for your support.

(Thomas) Thank you so much, for coming in. There's an art display still at the library, right?

(Green) Yes.

(Thomas) I encourage everyone to go. I have gone more than once to look at the art work. It's beautiful and inspiring. Thank you for all you and your staff does for our community.

Good morning and I'd like to thank you for opportunity to speak with you. I'm **Rita Barrow** the Van Buren Township Trustee. We had been entertaining the idea of joining the Monroe Fire Protection District and now we're not entertaining we are proceeding with this. So going forward this is our opportunity to explain to you what we're hoping to do. Our goal is to ensure that our department will provide high quality emergency services to our community in a physical sound manner now and into the future. This will include increasing manpower covering any incident. Improving response time to calls, decreasing the cost of equipment and gear, the possibility of decreasing homeowners insurance for residents through an improve ISO rating, greater economics of scale should lower health, building and equipment insurance costs, mutual aid will now simplify response processes. Increasing staff at our fire stations, necessitated by decreasing numbers of volunteer firefighters, increasing numbers of medical calls with EMS calls now constituting over 80% of our alarms. The plan going forward is to pursue a three pronged plan to gauge and gain public support for this merger. Affirmation and petition Van Buren property owners, seeking 20% or more. Remonstrance provide the property owners currently in the Monroe Fire Protection District an opportunity to voice their concerns about the merger. And lastly, informational meetings provide residents as well as property owners opportunities to learn about the reasons for the proposed merger. I am now going to ask Ben Slinkard to come up, we have three committees and he will start off the first of our three committees.

(Thomas) I have a quick question for you. Would you be willing to send us all the dates, time and locations of those informational meetings? Because we could get that on our web site to make sure that we keep up with that as well.

(Barrow) Once we get your approval saying go forward, we will do that and get the information to you as soon as possible.

(Thomas) Thank you so much.

Hi there, I'm **Ben Slinkard**, firefighter with Van Buren Township. I just want to touch up a little more on the affirmation part of our plan. We want to inform residents of the possible merger between Van Buren and Monroe Fire District. We would like to send letters to Van Buren Township property owner to get the information out. Once our plan is approved by the County Commissioners' we will look to

receive 20% or 1,050 approvals of Van Buren property owners. So if we do not get the 20% by the first week of April we would like to go door to door and start making contact out into the community. Once 20% is approved and we've been verified by the Auditor then we will begin making public meetings. Our goal is to complete this section no later than the end of June.

Hello, **Dustin Dillard**, Fire Chief of Monroe Fire Protection District. I'm going to cover the second phase of this. Once 20% of the property owners in Van Buren have attested to this we will also be mailing out information to Perry, Clear Creek and Indian Creek Townships, who are already in the District. So we can provide information to them about what is going to occur. And then to remind them of the opportunity to remonstrate. We will also include all the detailed information at those public meetings. The goal is to get this done by the end of July.

Good morning, I'm **Will Smith**, I'm a board member on Van Buren Townships Board. After we get your approval for remonstrance process, we get the letters out, the 20% in, we want to start planning for four public meetings. To make sure everybody has a fair shot of attending and make it convenient, we want to have one in each of the four affected townships. So this would probably be in the three fire stations in Indian Creek, Clear Creek and Perry, as well as either the Van Buren Township main fire station or at the Fair Grounds. Whichever we can secure to try to make this as convenient as possible for our residents. After establishing these we want to work with Umbaugh to get an official fiscal impact report so we can share concrete data and information with our residents and property owners at each of these four meetings. We want to make sure these meetings are well advertised so we appreciate the opportunity of having it on the County's website. We're also interested in making sure it's in other public places such as The Herald-Times so everybody has a fair shot of attending. What we want to do at each of these four meetings is we want to make sure three core pieces of information are covered so people are well informed in making the decision whether or not they want to support this effort. We want to make sure they know why we are doing this now and how will this affect their property taxes and what will the residents will receive if this is to go forward vs what they have currently. We want to make sure this is completed by no later than September. Thank you.

(Barrow) In closing what I'd like to make sure that you guys understand, and I'm sorry I thought I had copies for you of our presentation, we'll get these to you. Our final steps is once these prongs have successfully been completed, our final hearing with the County Commissioners' in October or November 2019 and The Department of Local Government Finance and State Board of Accounts sign off on the merger before December 31, 2019, Van Buren Township will officially join the Monroe Fire Protection District on January 1, 2021. I would like to say that my team has worked very hard and very diligently to get this done this quickly. Hopefully we will succeed and make everything better. Thank you.

(Thomas) I do want to commend you and the board and the fire district board members and Mr. Dillard for all of your hard work. I know you've been working on this and you've been diligent and tenacious and that's what it takes. So I really appreciate everything everyone has done.

(Barrow) Thank you. This is opportunity for me also to thank them for bearing with me and helping me to do this.

(Thomas) Mr. Cockerill would talk just a little bit about how this works from the County's end, just so that the public is aware and that we're all on the same page.

(Cockerill) I think by statute County Commissioners' are the ones who can approve additional members to the District. I think from a process stand point the Commissioners' can do this on their own accord,

clearly we've discussed this and you don't want to do it on your own accord without some kind of process to make sure that the individuals in the area are supportive of this and think it's a great idea. What they have outlined is kind of roughly what we've discussed earlier with the informational as well as the 20%, the 20% is a statutory limit that if they achieved then you are required to hold a hearing and that's why we did that for the new area and petitioner remonstrations for the other is a function of efficiency of government essentially. We want to make sure that the threshold is with that is low enough that anybody who has a real problem can make sure that they can remonstrate and it will be brought to the attention and maybe not have all the red tape and the hassle and expense mainly associated with getting a 20% signatures from all the areas.

(Thomas) Great. Thank you so much.

IV. APPROVAL OF MINUTES

- **MARCH 20, 2019**

Jones made motion to approve. Thomas seconded.

Motion carried by voice vote.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – MARCH 27, 2019**
- **PAYROLL – MARCH 29, 2019**

Jones made motion to approve. Thomas seconded

(Miller) The total for accounts payable - \$397,641.32

- an additional claim from Legal of \$293.93 making the total accounts payable \$397,935.25
- \$42,784 – Sheriff Vehicles

Total for Payroll - \$1,495,188.10

- \$1,053,207.70 – Direct Costs
- \$441,983.40 – Indirect Costs

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

VI. REPORTS

- **WEIGHTS AND MEASURES – FEBRUARY 16, 2019 – MARCH 15, 2019**
- **TRAFFIC/ROAD UPDATE**

- Bottom Road Bridge # 21, between Prather Rd and Mt Pleasant Rd, will be closed after April 1st for approximately 120 days for bridge reconstruction and raising the road as part of Stormwater long range plan, 700' south of bridge.
- Bridge #114 on Friendship Road off of State Road 46 will be closed for about 45 days for bridge repair, once the flood waters recede.
- Monroe County was awarded Community Crossing Matching Grant money from Governor Holcomb. Monroe County submitted 4 projects and all four were awarded. INDOT portion is \$476,240.19. The four projects to be done this year are:
 - Liberty Drive; south of West 3rd Street to Constitution Avenue.
 - Jonathan Drive – From Gates Drive to Curry Pike.
 - Old State Road 37 South – last segment to be finished.
 - Streets the older portion of Highland Village, located in the county will be paved.

(Thomas) Thank you excellent work. I cannot believe that all four were awarded.

(Ridge) We're really fortunate. We've been awarded all four years that they've done the Community Crossing. We submit our own applications, it takes a team from the department to put it all together and numbers. We are very fortunate it's a very competitive program.

(Thomas) It is very competitive and success rate cannot be beat, so thank you so much for that and what great news. I'm sure you'll be updating us on timing on all of those as we move forward.

(Ridge) Yeah, actually we have to have our contracts and everything back to INDOT by July 1st for the contractor, we're actually getting ready write up the specs for that so those will all be paved during the summer months.

(Thomas) So those are going to outside.

(Ridge) Those are hired outside and any of them besides Highland Village, will include new striping and new curb repairs.

(Thomas) But you think it will be done this year.

(Ridge) Definitely.

(Jones) Wonderful news.

VII. NEW BUSINESS

A. MOVE TO APPROVE: PAY INCREASE FOR ELECTION POLL WORKERS.

FUND NAME: ELECTION FUND FUND NUMBER: 1215 AMOUNT: VARIOUS

Jones made motion to approve. Thomas seconded.

(Nicole Browne) Good morning Commissioners' and thank you for making time for me today. I am here before you to formally request your unwavering support of my proposal for a pay increase for Election Day poll workers. I want to make clear that this is neither a partisan nor political issue as Indiana Statute mandates my having bi-partisan teams during each step of the voting process. I am also keenly aware that I don't have to explain to you that poll workers are an essential and integral part of elections. In short we cannot run our elections without quality poll workers. Elections are one of the most visible aspects with respect to the duties of a quality county government. And for the better part of the last seven years Monroe County has experienced a significant decline in our ability to successfully recruit and retain quality poll workers. This issue is neither limited nor unique to Monroe County. I am just one of many county clerks throughout the state who believe that this decline is due to the pay scale for poll workers in comparison to what we ask of them to help us put on a quality election.

In summary, when you divide the number of hours worked by an election day poll worker by the current rate of pay most election day workers make less than the federal minimum wage. Additionally as you are aware, thanks to your generosity, all non-emergency full time Monroe County Government employees already have Election Day off with pay. However, when we are unable to recruit or retain the number of poll workers necessary to accommodate all of our election day polling sites, unfailingly it is our Monroe County Government employees who step up and help us with the man power shortages this creates. However, there has also been a falling off of these numbers due to the lower pay incentive from Monroe County Government employees brought about by the weighted averages being factored into their pay. Particularly when after a long Election Day they have to report to work on the day

following the election. At the most recent Election Board meeting I presented my desire to increase poll worker pay. My Election Board colleagues suggested that since this is a municipal election year I seek the perspectives of some of our municipal elected officials to gauge their level of support. To that end I reached out to the Mayor, City Clerk and two City Council members. When I spoke with the Mayor by telephone he advised that he is supportive of properly and adequately funding quality elections in Monroe County and that this includes paying money to recruit and retain quality poll workers. Our City Clerk referred me to an ordinance which in summary advises City of Bloomington employees, some of whom step up to assist us on election day, are not paid less than \$15/hr. But I also refer you to the Mayor's State of the City remarks in which he noted, "We are setting an important example as an employer having adopted the \$15/hr minimum for our regular city employees. Good jobs and good wages help our community to thrive."

The two City Council members with whom I communicated also expressed their support for increasing poll worker pay. And it is my belief that poll worker pay has not been increased in more than 5 years. When you allow for inflation and a cost of living adjustment again it is my hope that you will join me in supporting an increase in poll worker pay. And I humbly thank you for your support.

(Jones) I agree this is an incredibly critical thing for us to live in a democracy we must have fair, well run elections. And we have seen that. But it's going to become harder and harder if we don't take this action. I also believe in general we need to start taking actions that we can move wages upward.

(Thomas) I would like to get to the point where we're at what has been called as subsistence level for living in Monroe County or City of Bloomington. And then at that point maybe we could index it with cost of living and that way we wouldn't have to make an appearance every so often to ask for a rate increase, it would just automatically go up with the cost of living.

(Browne) Agreed.

(Thomas) I'd like to get to that point where we're at a good level, a fair level, a fair wage and then index it from there and then that way it just automatically happens annually and you don't have to worry about it.

(Browne) Of course.

(Thomas) The early voting staff is going to be paid at what rate then?

(Browne) So our early voting staff is paid hourly and a minimum of \$10.50, our leads do make more because they do more work and our couriers also make \$10.50. One of the proposals that I suggested at the work session was that we increase the courier rate to \$12/hr. And you very astutely noted that we should be taking a look at that pay too, at least as an initial offering. Our early voting workers get more hours because they're working in those 28 days prior to the election. Which is right now I'm concentrating on the people who work for us for Election Day. I am certainly in complete agreement with you that we need to look at everybody's wage. I thought I'd start softly and work up to more because I realize it is an impact on the budget, I wanted to start with the smaller election and get us accustomed to these numbers. And I want to respectfully remind you that the City of Bloomington will be sharing in this cost because they will be reimbursing the County for part of the cost of running the election. Thank you.

(Thomas) I really hope that can get that wage up before the next election. It shouldn't be this low.

(Browne) Agree.

(Thomas) It really needs to be adjusted and that would be a great thing. Yes it's clearly going to impact the budget but if you've got the Election Board, the Council on your side and us on your side then it's-

(Browne) And Commissioner Thomas I want to thank you for recommending that I go before the Council work session, which is my intention, I have already received that paper work to make a request to go before the next Council work session. Thank you.

(Thomas) Excellent. Thank you so much for your hard work on this and your Election Board as well.
After call for public comment, motion carried by voice vote.

(Cockerill) I just want to make sure you are aware that by statute the Board of Commissioners' sets these per diem rates and so if you want any kind of feedback or any kind of approval from the County Council on this issue you might want to amend that motion to make it contingent upon that or if you're comfortable moving forward as proposed that's fine as well.

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

FUND NAME: HARM REDUCTION FUND NUMBER: 8153 AMOUNT: \$85,000

Jones made motion to approve. Thomas seconded.

Good morning **Penny Caudill**, Monroe County Health Department. I came to you a month or so ago to tell you that this was coming, we were expecting it. It is referred to as a mobilization grant from the state health department. It was funding that they received to distribute to local health departments that have syringe service programs so that we can make our services a little bit more mobile. We now have the grant awards, so it is for \$85,000 and just an update we have identified a vehicle that we want to use within the health department so that we can distribute Naloxone to enhance our ability to do discarded syringe pick up and to education and outreach testing. So that will be a part of that, but the bigger piece is really about helping to refurbish Indiana Recovery Alliances' mobile unit. That's what the bulk of this will go to and we've been getting the assessments done and we have their wish list and we're getting all those estimates so that we can get work done. All of this has to be done by the end of August.

(Jones) This sounds like a very positive occurrence here.

(Thomas) Is there a plan to rent something until these repairs are being done on the van?

(Caudill) There isn't a plan I don't think to rent anything at the moment. We do have the office so they have the stand alone space. We may be able to space this so that we have the vehicle that we have some things. And they have a vehicle as well, they have a car. That they use to do some outreach. So I think we can continue services, it may look a little different while those things are happening. But I don't believe that there will be any stopping of services during that time.

(Thomas) That's good to know thank you for that.

After call for public comment, motion carried by voice.

C. MOVE TO APPROVE: ORDINANCE 2019-10; SURVEYOR'S CORNER DOCUMENTATION SERVICE PURCHASE PROGRAM.

FUND NAME: SURVEYOR CORNER PERPETUATION

FUND NUMBER: 1202

AMOUNT: TO BE DETERMINED

Jones made motion to approve. Thomas seconded.

Good morning, **Dave Schilling** from the legal department here with Trohn Enright-Randolph, County Surveyor. This ordinance would establish a program whereby the surveyor could purchase corner monumentation data from local surveyors. The state statute requires the County Surveyor to maintain the corner record book and authorizes them to use data from private surveyors. So this program is intended to encourage local surveyors to participate by offering money for that. So basically you're allowing, if you adopt this ordinance, the surveyor to make these purchases on behalf of the County.

(Enright-Randolph) I'll just read my brief prepared statement it covers somewhat of what Dave covered. But this program will help our perpetuation efforts, promote collaboration with private surveyors, enhance the preservation and protection of section corners that are outside our in-house focus area. So that's one distinction we're going to be currently doing our systematic approach, but this will allow us to get the entire county moving forward where we can see areas being perpetuated and preserved outside of Clear Creek where we're currently at. And this will increase the accuracy of our GIS as we integrate these geodetic controls. Working with Legal I want to thank them again and Dave for making sure we put all the time into this that is needed to make sure that we have a really great ordinance in place.

(Jones) I think the Surveyors office is probably a part of the County that a lot of people don't know a lot about or understand very well. And it's really very critical, and I've been very impressed by what you've been doing with the office since you've been elected and the professionalism that we're seeing there. This will add to it and be very valuable for the County.

(Thomas) So in brief what is the process then for actually making these purchases? How is the amount assessed and how is that verified in terms of watching out for taxpayer's dollars.

(Schilling) The private surveyor who is interested in participating in the program will file an application with the Surveyor. The application forms are all a part of the ordinance to say I'm interested in providing you data on this corner. If it's one that the surveyor is interested in he can approve it and authorize them to go ahead and fill out the forms and make the report. The fees, there was some conversation with the surveyors board about what fee amount might interest them in participating. So that weighed into the amount of the fee. But different services have different fees. And they're all set according to that.

(Enright-Randolph) One thing that we built into this is the tier method where it really affects due diligence on the surveyors that look at all the prime official history and evidence in place and hopefully agree on what came further, if not we encourage them to establish their own monumentations, if they disagree with something we have in place that will then be reviewed by our professional surveyor and surveyor review board. We have two different types of forms, the monumentation document and then a geodetic control. The geodetic control is hopefully if they can send us that information we can quickly collect it. The monument document is more thorough and we're asking for a lot more service so that's all based on the tier method as well. The tier is not significant, it's a \$25 increase, it's more of what the office believes and to show the private surveyors we are looking for the original stone, we're looking for what has come before you, but if they disagree, they have an avenue to go through that too. Everything

is in here it's dependent on the geodetic coordinate fund that is in the surveyor corner which is a dedicated fund and the Council has already approved an amount that will get us through this year and then we'll reevaluate and see what we need. We're excited and hopefully the program will work. Other counties across the state have tried implement something like that, but they haven't been so effective and we've really put a lot of time and effort into this and I think we have some local surveyors that might be interested in participating.

(Schilling) One thing we've made clear in the ordinance is that the fees paid for the services relate to the preparation of the documents for the surveyors office and not the actual cost of establishing the monuments in the field. So if you're out there and you get a bill from your surveyor and you say hey the county's only paying \$400 for this, its apples and oranges. We want to make that point clear.

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

D. MOVE TO APPROVE: INCLUSIVITY STRATEGIC CONSULTING AGREEMENT.

FUND NAME: PUBLIC SAFETY LIT FUND NUMBER: 1170-0068

AMOUNT: NOT TO EXCEED \$92,000

Jones made motion to approve. Thomas seconded.

(Margie Rice) Good morning. If it's ok, I'm going to talk about this contract and the comments that I make related to this contract are also going to apply on the next one on the agenda. We have two agreements for professional services before you today. They are both related a comprehensive review of our criminal justice system. The seeds of this , just to provide a little back ground, started in 2008 when Monroe County was sued, the Monroe County Commissioners' and Sheriff, were sued by the American Civil Liberties Union of Indiana. Over some alleged civil rights issues in our jail. Monroe County entered into a private settlement agreement in 2009 and we have agreed to continue that private settlement agreement for the last 10 years. In order to continue it for one more year Ken Faulk, who is the attorney with the ACLU of Indiana, last November wanted to tour our jail. I went with him and Sam Crowe on a tour of the jail. He recommended that we comprehensively review our criminal justice system to see if we could positively affect in a down ward way the population in our jail or to determine if, as he suspects, we need a larger facility. Now when we started that conversation we made very clear to Ken, and I think we've made clear in every conversation we've had since then that Monroe County leadership is not interested in simply building a larger jail and correctional space. We want to see if there is a way to change our processes to look comprehensively at everything we do related to criminal justice to see if we can find alternatives to incarceration which are often less expensive and more humane and if we can you know just do a deep hard look at what we're doing and everything we're touching in the criminal justice system to see if we can affect positive change. We have obviously talked with you the Commissioners', with the Sheriff, with the presiding Judge, with the Prosecutor, with the Public Defender's. These two contracts, this first one is with Inclusivity Strategic Consulting, which is a division of Brown, Goldstein and Levy, which is a civil rights focused consulting group. This agreement and the next one will require a lot of collaboration between all those elected officials that I just mentioned. But the details of the Inclusivity Strategic Consulting is that we would pay \$92,000 plus travel expenses and that the two lead attorneys who are the co-founders of the consulting group, Regina Kline and Eve Hill, would join us for our public meetings that we have one this, that they would work our other consultants, they're going to research and develop a written summary of best practices in criminal justice and mental health addictions service system responses to the risk of incarceration individuals with mental health conditions and addiction. The piece that Regina and Eve will bring to this study is the focus on mental health and addiction. Both Eve and Regina worked for the United States Department of Justice in the Civil Rights Division and if you remember in 2008 we had a lawsuit related to civil rights issues. So that focus while it may not be intuitive to some it's really important that we

focus on civil rights. And if anybody in our jail population has been increasing, even though we have this private settlement agreement where we're supposed to keep a lid on our facility and the number of people in our facility has been increasing. Many of those people are there with mental health or an addiction issue. So they will be focusing on what mental health services we have in Monroe County, what strengths and gaps we have in policy structure and services. They're going to recommend solutions and best practices to address those identified strengths and gaps, in policy structure and services for individuals with mental health conditions and addition. And our ultimate goal is to lower the number of people in our jail, maybe find an alternative to incarceration for them, as we know now we only have one facility, that's our jail. We don't have another option when somebody gets arrested, so we're already talking as you guys know, about issues for diversion, so I think this will go hand in hand with some conversations we're having about diversion programs. So that is, their focus again is to create sort of an implementation plan, recommended solutions and best practices that we come up with and that's what I want to say about this contract. So if you have questions about that or the background let me know.

(Thomas) And we haven't made a motion on the other one yet.

(Rice) Not on the other one.

(Thomas) Let's just hold off for-

(Rice) on this one.

(Thomas) one second. We've had a number of meeting with phone conferences with a range of elected and appointed officials in all aspects of criminal justice at the table and counsel was there, and it was really great to talk to both of these groups. I do have one quick question and I can guess the answer, but I just want to verify it. They put timelines on these aspects, when there are a couple of things that they estimated timelines 4 months, is that concurrent with the next one that says four months or is that-

(Rice) We'll be doing them at the same time.

(Thomas) Got it that was my question.

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

(Thomas) So glad to get that done and we have with the same topic a different consulting group

(Rice) Yes, and some people have asks why do we have –

(Thomas) But you're able to talk about that today, right?

(Rice) Yes.

E. MOVE TO APPROVE: RJS SERVICES, LLC CONSULTING AGREEMENT.

FUND NAME: PUBLIC SAFETY LIT FUND NUMBER: 1170-0068 AMOUNT: \$120,000

Jones made motion to approve. Thomas seconded.

(Rice) So this contract is also related to the same project, the compressive criminal justice review. And this consultant, RJS, has a traditional background in criminal justice and in jails. The reason that, some people have asked why are we having are we having two consultants on the same project, and I think the answer to that is they have different focuses and really different strengths. So RJS Consultant have

worked with 14 different states, they've worked with Lake, Porter and Vigo counties in Indiana. They have a very traditional background in assessing jails and looking at facility issues and data collection. So when we talked with them we began to think that we needed a little bit more progressive focus on disability issues which is why we pulled in Eve Hill and Regina Kline with Inclusivity. These guys are sort of the foundation at looking at your facility, looking at its capacity, looking at alternative facilities, doing the real hard crunching of data we expect them to look at about three years of data. Whose been coming into our jail, what's their backgrounds, how do they proceed through our court system, when they touch the Prosecutors office how does that work, and we expect to get an analysis of at least three years of data from these consultants. They will work, we've required in both contracts, that these consultants work together and integrate their work product. But we expect that at the end of the day we'll have a single report from both consultants that will help us decide next steps when it comes to incarceration. If you look at the proposal there's about a 30 page attachment to the contract that's incorporated and that's RJS's proposal. I just want to highlight that Dr. Ken Ray is the main consultant on RJS consultant's contract, he does work with Dr. Alan Beck as well. But Dr. Ken Ray has a law enforcement background, he was a police officer, has a mental health background and then Dr. Beck is really sort of the number cruncher. But they'll pull in other people on their team as well and that's on page 14 of your attachment. But I want to highlight some of the things in that attachment that they're going to focus on. It says *the assessment and action planning process will be anchored in collaboration and inclusion*. They've sighted the following foundational values regarding the provision of criminal justice services and incarceration in Monroe County. Based on our conversations as you've said, Ms. Thomas, we've had many conversations with them and they have identified that our you know our sort of foundation values and where we start from are fairness, inclusion and collaboration in decision making, to be efficient and effective, to optimize and apply evidence based practices. We want to have a consistent and continuous system for inmate care custody, criminal justice processes and outcomes. We want a sustainable system, we want to be able to create something that when they leave, we're going to be able to sustain, we want it to be flexible and we do want to have a system that respects all and it really does look at the issues of disabilities and mental health issues. We can ask the question, is the jail where they need to be or do they need to be somewhere else. We expect this to take about 10 – 12 months, their cost is \$120,000 and does include travel in that for about 3-4 different sight visits. And Jeff and Angie by the way, have been involved in this, and Michael Flory, we've all been working together on this. So I don't know if you guys want to add anything, Jeff that I've missed?

(Cockerill) I think that was pretty thorough.

(Rice) We started this conversation with Ken Fulk in November, here it is end of March. It's taken some time. We talked with some other consultants and wanted to come up with the best team in Monroe County, and we feel like these two together, and they are excited about working with each other, but these two together are going to come up with a good product for us. We wanted to be sure that our entire team of people in Monroe County were supportive of these two consultants. If you notice on page 4 on the RJS proposal, they say *as it is with any high functioning and responsibly public entity, Monroe County officials desire to identify contemporary options and opportunities for delivering fair and meaningful public safety and justice services to the community*. And I think that's a really nice summary of what we trying to do here.

(Jones) Jails and prisons are not really very effective mental health institutions. They do nothing to help the problem. And as a matter of fact the fact that we are putting people with mental health issues, that we're incarcerating them, kind of takes us back to the 16th or 17th century. I think we can do a lot better than that. I am under the impression that we will kind of be the first place in the mid-west that have

undertaken anything like this and I'm really hopeful that we can provide a lot of leadership and see it spread and become more generally the way things are done.

(Rice) Right, when I contacted Eve Hill and Regina Kline, they called back within a half-hour of my voice mail and were really excited. They said we've worked with people on the east coast and people on the west coast, not had many calls from the mid-west to deal with a really progressive civil rights approach to incarceration. They left the Department of Justice because they wanted to focus with businesses and organizations on civil rights issues. They started Inclusivity about 17 months ago. One of the things I put into the contract is we're going to have a license to use the best practices model they come up with. But we're going to be developing this with them which is really an exciting opportunity for us to get to develop a relationship with these leading civil rights attorneys and they have a lot of connections with the Department of Justice and people across the United States. So I'm excited to develop that relationship with them and when we told RJS, who they've not worked together about it, they're excited about bringing this new aspect to their more traditional approach. So I think it is unique and I commend you guys for taking the leap to do this. We're hopeful that when we roll it out for the first time, that we can get Monroe County to realize that this is a community wide issue, that we are developing community wide solutions, we will be working with our mental health treatment providers, and other not for profits and agency's in Monroe County. But we're going to come up with a plan that will consistently help us reduce that population in the jail and get to the root cause and put people where they need to go to get the services that they need.

(Thomas) I do like the way they each have a specialty but neither could provide the exactly what we needed, but yet this solution was found and I really appreciate all your hard work on this as well. I'm really excited to get started and I'm hopeful. I agree we really rethink the way we do business because it's not working, it's not right, it's inhumane, it's unjust and I'm over it.

Good morning, **Jim Shelton**, speaking as a CASA. This is really exciting. As I've told you many times and I'm sure you've read the addiction is the root cause of a lot the cases that end up in the juvenile justice system that require CASA's. I agree with Ms. Jones that locking the people up doesn't fix things. They come out and they probably go right back because they're addicted. So this is exciting, so glad you're doing it and I look forward to the results. Thank you.

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

(Thomas) And both of these are based on Council approval as Mr. Cockerill noted.

**F. MOVE TO APPROVE: VET ENVIRONMENTAL ENGINEERING, LLC AGREEMENT.
FUND NAME: CUMULATIVE CAPITAL FUND NUMBER: 1138
AMOUNT: NOT TO EXCEED \$9,602**

Jones made motion to approve. Thomas seconded.

(Cockerill) We have had monitoring services at our Community Corrections Building since we purchased it. The entity that we had used in the past, Rudy Fields, has retired. Vet was on board and was helping us when the event first occurred and so we want them to continue the monitoring in the building.

(Jones) I may be asking to technical a question, I seem to kind of have a habit of doing that. There was to be and I don't remember the exact term, sub-slab gas monitoring?

(Cockerill) What had occurred in the building, the chlorine based bad substance, and there's three or four different forms as it degrades it gets worse and worse for people. It was under our building so

what we put in, think of a radon system where you basically have a fan at the top and then a pipe that sucks it from underneath the slab and shoots it through the roof and that's how you mitigate these things. We still need to monitor the inside of the building to make sure that system is working and that's what this contract is for, monitoring the inside to make sure that that system is continuing to function properly.

(Jones) Thank you. That makes sense.

(Thomas) This is from the dry cleaner that was there before.

After call for public comment, motion carried by voice.

G. MOVE TO APPROVE: AZTEC ENGINEERING TASK ORDER # 3.

FUND NAME: STORMWATER

FUND NUMBER: 1197

AMOUNT: \$48,220

Jones made motion to approve. Thomas seconded.

(Ridge) We had a meeting for our Stormwater project for Stipp Rd and Moores Crk Rd. The matrix included wide/narrow typical section, some earth work quantities, environmental impacts and tree removal. They ran the matrix at different elevations, say from 550 – 558, provided us with some different numbers of the impact of the trees, the impact of the neighbors, the roadway conditions. So we had asked them to go back and include an elevation of 555, because it seemed the numbers worked, it saved a lot of money on the project and we felt like it could help the residents better rather than an 553/554 elevation for the road profile. So in doing that and asking them to take that extra step it saves cost and a tremendous amount of trees. And looking the numbers from this last flood Stipp Rd is still under water. I've talked to a property owner out there that's been displaced probably a month at this point. Terry went through and ran the numbers of a road profile of 555 elevation and that person would not have been displaced this long from their home. It worked for us and that's why we ask you to approve the \$48,220 to do that extra step. It was approved at the last Stormwater board meeting also.

(Thomas) I'm excited to see this and that was one of the questions I was going to ask because I know this is about making sure people have access to their homes or that they don't get cut off from leaving. I can imagine what would happen if something arose quickly that they would be stuck. This a long standing priority for Stormwater Board to get these two roads addressed as quickly as possible and it's one of the cost of climate change.

(Ridge) We have flooding everywhere but I don't know that we have it to the impact that people are displaced from their homes for a month. I think that's why the Stormwater Board made a great decision in the past of making this a number one priority. It might only displace a few people, but those few people that's a huge impact to them.

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

H. MOVE TO APPROVE: INDOT CHANGE ORDER # 12 FOR FULLERTON PIKE PH I.

FUND NAME: LOCAL ROAD AND STREET

FUND NUMBER: 1169

AMOUNT: \$123,343.50

Jones made motion to approve. Thomas seconded.

(Ridge) This is a change order to increase some of the existing items on the project. They were increasing some Stormwater management items due some additional erosion control. This is an 80/20 funding and our portion would be \$24,668.70.

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

**I. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT, INC FOR FULLERTON PIKE PH III DESIGN.
FUND NAME: MAJOR BRIDGE FUND FUND NUMBER: 1171
AMOUNT: \$1,085,145**

Jones made motion to approve. Thomas seconded.

(Ridge) This just to be able to move forward for the design services for Fullerton Pike PH III. PH III will consist of at least a 415 ft bridge. This segment will just west of the round-about at Rogers St/Gordon Pike where PH II ends and will tie in with Fullerton Pike and Rockport Rd. And at that location a possibility of a round-about. We had already purchased right-of-way in anticipation of that when I69 reconstructed that intersection.

(Thomas) So one of the things they're going to be doing is they are going to be present for the public meeting for the design phase.

(Ridge) Yes.

(Thomas) Can you talk a little bit about that?

(Ridge) We are having a public meeting on April 15, 6pm at Batchelor Middle School. Our goal is to update everyone on Fullerton Pike PH I, which contract completion date of May 25, 2019. Then the process for the sequence actions for Fullerton Pike PH II and the construction season for 2019 for that phase. And to discuss a little bit of the design of PH III as we move forward on that phase.

VIII. APPOINTMENTS

- NONE

IX. ANNOUNCEMENTS

- Monroe County Solid Waste Management District is hosting an Earth Hour Workshop Saturday, March 30th from 9am to 2:30pm at 3400 S Walnut St. Workshop is free for businesses and households.
- Accepting applications for all boards and commissions.
- Next Commissioners' meeting: April #, 2019 at 10 am in the Nat U Hill meeting room, 3rd floor of the Courthouse.

X. ADJOURNMENT

The minutes of the March 27, 2019 Board of Commissioners' meeting were approved on, April 10, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice President

Amanda Barge, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
March 27, 2019

- 1. Tom Rhodes – Community Corrections/Probation**
 - a. Letter of Support

- 2. Lisa Ridge – Public Works Department**
 - a. Agreement between Monroe County Board of Commissioners and Beam, Longest and Neff for Mitigation Monitoring.

- 3. Legal Department**
 - a. Miscellaneous

- 4. Angela Purdie – Commissioners' Administrator**
 - a. Miscellaneous



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS'
APRIL 3, 2019
NAT U HILL III MEETING ROOM
COURTHOUSE
BLOOMINGTON, IN**

The Monroe County Commissioners met in a regular meeting on April 3, 2019 at 10:00 a.m. with the following members present: Julie Thomas, President, Amanda Barge, Vice President and Lee Jones. Also present: Cathy Smith, Auditor, Jordan Miller, Payroll Administrator, Jeff Cockerill, Attorney, Angie Purdie, Commissioners' Administrator, Lisa Ridge, Highway Director, and Anita Freeman, Deputy Auditor.

I. CALL TO ORDER

The meeting was called to order by Thomas

II. COMMISSIONERS' PUBLIC STATEMENT

Statement read by Thomas

Public statement read by Jones:

On March 28, 2019, Monroe County issued a Public Statement regarding the County's contracts with Brandon Drake. The Public Statement did not mention or address sexual harassment claims raised by Brandon Drake. There is a reason for that.

Mr. Drake, has never made any complaint or claim to Monroe County Government regarding sexual harassment. **Monroe County government has not reviewed, been made aware of, or received any evidence that demonstrates harassment or illegal behavior by any of its elected officials or employees.**

Several months after the contracts ended, Mr. Drake spoke with a reporter from the Indiana Daily Student (IDS), made his allegations of harassment, and provided the IDS with materials that he believes supports his allegations. The IDS published selected portions of those materials. The County believes that the selected materials, while personally embarrassing to

Commissioner Barge, do not support Mr. Drake's allegations of harassment and certainly had no bearing on the County's decision to end its relationship with Mr. Drake. If Mr. Drake believes otherwise, he is free to seek any legal remedy he believes to be available.

Monroe County strives to treat all people, including those with whom it contracts, fairly and with respect. Harassment is not tolerated in Monroe County government. Illegal behavior is not tolerated in Monroe County government.

If anyone has evidence or information regarding harassment or illegality in Monroe County government, please contact the Monroe County Legal Department.

Public Statement read by Barge:

I'd like to take a moment to address my constituents and all of Monroe County Government regarding a recent story in a local student newspaper. First, let me say that I call on Monroe County Government to have conversations about protections for all workers, both independent contractors and employees, because our core and our mission is to ensure the wellbeing and safety of everyone. We as a county and a community are about to study our criminal justice system where we have vulnerable people who have made mistakes and need support and compassion should be the standard for every human being in Monroe County, regardless of your position or station in life. Attacking others, regardless of who they are or what they did, should not be acceptable and I stand by that principle. The allegations that were made against me were false. I didn't sexually harass Mr. Drake nor did I hold his livelihood over his head. In fact true to who I am and always been, I worked hard to help the program be successful and help Mr. Drake succeed. Because we believed in the program. Sadly for all, the article included misinformation and didn't tell the complete story. I have been and will continue to provide information to show facts otherwise. As Commissioner I think it's important to say that I suspended my campaign because I needed time with my family. Not because I'm guilty of those allegations. I continue to have compassion for everyone that was involved in this story and that includes Mr. Drake. And yet, I'm sorry to my community for the personal decisions that I made during a difficult time and my family's personal life. You have my word that I will get up every day and work at being the best Mom, best Commissioner and best partner I can be. Your strongest public servants are community members are the ones who have walked through fire, who have been hurt and have come out stronger. I'm not ashamed for being open and trusting or even giving people second and third chances, because that is who I am, and I will always be that person. I know this story has shaken our community and in some cases divided us. Let's not do that anymore. Let's sit together face to face and listen to each other. Everyone has had or is having a difficult time. Rather than bully each other let's try to understand each other and I'm here and I'm willing to do that. It is crucially important that we get back to business. It is important that I continue to do the work that you asked me to do. I want to thank you for listening.

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

My name is Margaret Clements, and I'm here as resident of Monroe County. And I'm here to just talk with the community about my experience in Human Resources Management. I believe that a lot of harm can be done when people refer to characters assassination. And the reason why we have reporting requirements and procedures for anyone incurring a grievance or a complaint is so that harm is not done. That's why the progressives in our community and in our State and in our party have worked over decades to insure that there are adequate reporting procedures and techniques for anyone suffering a grievance, whether they're a contractor or employee. And trying someone in the court of public opinion is the most egregious way to handle any complaint that a person may have, because how does one restore the person who may have an allegation, truthfully or falsely, levied against them. I would just say that hearsay and trying someone in the court of public opinion and seeing what has happened in our community over the last week and a half, has been devastating to me personally, because personal and professional lives are at stake. It's not just a class project, it's not just a student newspaper that needs to thrive, there are lives at stake, lives of community members on all sides. And I urge that we as a community come together, have caution, have respect for processes, because they in the end protect us. Thank you.

IV. APPROVAL OF MINUTES

- NONE

V. APPROVAL OF CLAIMS DOCKET

- ACCOUNTS PAYABLE – APRIL 3, 2019

Barge made motion to approve. Jones seconded.

(Smith) Total for accounts payable - \$1,186,453.43

- \$457,220.43 - Convention & Visitors Bureau – 2019 2nd quarter operational
- \$179,149.61 - Innkeepers Tax - February
- \$165,626.87 – Anthem BC/BS – Fees and claims

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

VI. REPORTS

- CLERK OF CIRCUIT COURT - FEBRUARY 2019
- TRAFFIC/ROAD UPDATE
 - Northern portion of the Walnut Street Pike/ Rhorer Rd will be closed through May 25, 2019. Travel east/west/south of intersection is open.
 - Crews are working on patching pot holes.
 - Fullerton Pike PH I, II & III meeting April 15, 6pm at Batchelor Middle School.

VII. NEW BUSINESS

A. MOVE TO APPROVE: BLEDSOE, RIGGERT, COOPER AND JAMES AGREEMENT FOR KARST FARM PARK MASTER PLAN

FUND NAME: NON-REVERTING PARKS FUND NUMBER: 1179

AMOUNT: \$2,510

Barge made motion to approve. Jones seconded.

(Kelli Witmer) The Park Board is considering numerous projects and some of it is to improve accessibility at Karst Farm Park and to improve shade opportunities at Karst Farm Park. We've secured a \$25,000 donation to help with some of the play scape items and \$10,000 from Monroe County Parks and Recreation Foundation. We're in the process of getting budgets together, most likely it will cost more than \$35,000 and we may be coming back to the Commissioners' to talk about assistance with the ADA spots in the parking lots, asphalt and such. But right now we need to get Bill Riggert and engineer plans done and go through Planning and Building and once we're there will come back. Any questions?

(Jones) More trees sounds wonderful.

(Witmer) Oh yes, and to do that we need more top soil.

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

B. MOVE TO APPROVE: ORDINANCE 2019-11; AMEND STOP ORDINANCE 86-06: ORDINANCE 86-11: NO PARKING AND ORDINANCE 86-12: YIELD LOCATION.

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

Barge made motion to approve. Jones seconded.

(Ridge) These items were taken to our March Traffic Commission meeting and they have been reviewed by the County Highway Engineer. So it is to amend Ordinance 86-6 by the addition of a stop sign at Maefield CT for White River Dr. Amend Ordinance 86-11 for addition for No Parking location at LaCross Drive Cul-de-sac, Monday – Friday, 7a -5p only. Amend Ordinance 86-12 by the addition of Yield location at Howard Rd for Starnes Rd. All of these sign installations are warranted by the MUTCD, Manual and Uniformed Traffic Control Devices.

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

VIII. APPOINTMENTS

- **NONE**

IX. ANNOUNCEMENTS

- Accepting applications for all boards and commissions.
- Next Commissioners meeting; April 10, 2019, at 10 am in the Nat U Hill meeting room, 3rd floor of the Courthouse.

X. ADJOURNMENT

The minutes of the April 3, 2019 Board of Commissioners' meeting were approved on April 10, 2019.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Amanda Barge, Vice President

Amanda Barge, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
April 3, 2019**

- 1. Penny Caudill – Health Administrator**
 - a. Approval of billing application with ASD Healthcare and the Monroe County Health Department, Futures Clinic

- 2. Lisa Ridge – Public Works Department**
 - a. Miscellaneous

- 3. Legal Department**
 - a. Miscellaneous

- 4. Angela Purdie – Commissioners’ Administrator**
 - a. Miscellaneous

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [checked] (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: 2019 Award of Bituminous Bids for the Monroe County Highway Department

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: MVH Restricted

Fund Number: 1173

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:

Bids were advertised and opened in a public meeting on April 1, 2019 at 10:30 am in the Nat U. Hill Room. We recommend the following:

Award the asphalt material supplied to the department to both bidders, E&B Paving and Milestone. In Accordance with IC36-1-12-4 we are able to award to more than one bidder.

Award the Monroe County Paving Program (laid-in-place services) to E&B Paving. This was established by using quadrant and quantity based on the bids. E&B Paving was the lowest bid in all categories but four.

Person Presenting: Lisa Ridge

Department: Highway Department

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

Attorney who reviewed: []

Submitted by: Lisa Ridge

Date: April 3, 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

TABULATION OF BIDS

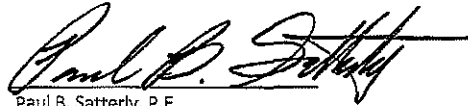
MONROE COUNTY HIGHWAY DEPARTMENT
 Monroe County, Indiana

Asphalt Material Supplied to Monroe County

BIDS RECEIVED: April 1, 2019 at 10:30 am

NAME AND ADDRESS OF CONTRACTOR	Milestone Contractors, L.P. 4755 W. Arlington Road Bloomington, IN 47404	E & B Paving, Inc. 2520 W. Industrial Park Drive Bloomington, IN 47404			
ITEM					
Proposal Form	X	X			
BASE BID PRICE	See Attached Bid Tabulation	See Attached Bid Tabulation			

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.



Paul B. Satterly, P.E.
 Registered Engineer No. PE60880369
 State of Indiana



Prepared by:
 Monroe County Highway Department
 Bloomington, Indiana
 April 1, 2019

Recommendation for award is on April 10, 2019 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Contracts may be awarded to more than one (1) responsible and responsive bidder based on geographic location, availability and customer service.

**PROJECT: Asphalt Material Supplied to Monroe County
Monroe County, Indiana**

Bid Date: April 1, 2019, 10:30 am

Award Date: April 10, 2019, 10:00 am

BASE BIDS

			Contractor:	Milestone Contractors, L.P. 4755 W. Arlington Road Bloomington, IN 47404	E & B Paving, Inc. 2520 W. Industrial Park Drive Bloomington, IN 47404
Item No.	Description	Unit	Annual Amount Required	Unit Price	Unit Price
1	HMA Surface, Type B, 9.5 mm	Ton	Up to 100,000 Tons total for all HMA Types listed in this table.	\$49.50	\$49.50
2	HMA Surface, Type B, 12.5 mm	Ton		\$49.50	\$46.60
3	HMA Intermediate, Type B, 12.5 mm	Ton		\$46.50	\$46.60
4	HMA Base, Type B, 25 mm	Ton		\$45.50	\$42.75
5	Cold Mix Asphalt Pothole Patching Material	Ton	Up to 5,000 Tons	\$120.00	\$100.00

TABULATION OF BIDS

MONROE COUNTY HIGHWAY DEPARTMENT

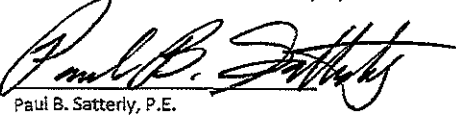
Monroe County, Indiana

Monroe County Paving Program - Quadrant Based Locations

BIDS RECEIVED: April 1, 2019 at 10:30 am

NAME AND ADDRESS OF CONTRACTOR	Milestone Contractors, L.P. 4755 W. Arlington Road Bloomington, IN 47404	E & B Paving, Inc. 2520 W. Industrial Park Drive Bloomington, IN 47404			
ITEM					
Proposal Form	X	X			
Bid Bond	X	X			
Form 96	X	X			
Non-Collusion Affidavit	X	X			
Non-Discrimination Affidavit	X	X			
BASE BID PRICE	See Attached Bid Tabulation	See Attached Bid Tabulation			

Except for any noted errors, I certify that the prices as tabulated above are the same as set forth in the Bidder's proposals.



Paul B. Satterly, P.E.
Registered Engineer No. PE50880369
State of Indiana



Prepared by:
Monroe County Highway Department
Bloomington, Indiana

April 1, 2019

Recommendation for award is on April 10, 2019 at 10:00 am at the Courthouse, Nat U. Hill Room, Bloomington, Indiana.

Contracts may be awarded to more than one (1) responsible and responsive bidder based on geographic location, availability and customer service and are dependent on:

1. Submittal of Performance and Payment Bonds by the Contractor to the County.
2. Submit list of all subcontractors and suppliers to the Engineer for review and approval.
3. Submittal of fully executed construction contract, subject to review by the Legal Department.

**PROJECT: Monroe County Paving Program – Quadrant Based Locations
Monroe County, Indiana**

Bid Opening: April 1, 2019, 10:30 am

Award Date: April 10, 2019, 10:00 am

BASE BIDS

NORTHWEST QUADRANT

Northwest Quadrant, 150 to 349 Ton HMA Total

		Contractor: Milestone Contractors, L.P. 4755 W. Arlington Road Bloomington, IN 47404		E & B Paving, Inc. 2520 W. Industrial Park Drive Bloomington, IN 47404	
Item No.	Description	Unit	Unit Price	Unit Price	Unit Price
NW.1	HMA Surface, Type B, 9.5 mm	Ton	\$109.00		\$81.50
NW.2	HMA Surface, Type B, 12.5 mm	Ton	\$108.75		\$78.00
NW.3	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$118.00		\$105.50
NW.4	Milling, Asphalt, 1.5"	SYD	\$6.00		\$2.60
NW.5	Milling, Scarification/Profile	SYD	\$5.50		\$2.40

Northwest Quadrant, 350 to 749 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NW.6	HMA Surface, Type B, 9.5 mm	Ton	\$83.00	\$75.00
NW.7	HMA Surface, Type B, 12.5 mm	Ton	\$82.75	\$71.50
NW.8	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$110.00	\$91.50
NW.9	Milling, Asphalt, 1.5"	SYD	\$3.25	\$2.00
NW.10	Milling, Scarification/Profile	SYD	\$2.75	\$1.80

Northwest Quadrant, 750 to 999 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NW.11	HMA Surface, Type B, 9.5 mm	Ton	\$72.75	\$71.00
NW.12	HMA Surface, Type B, 12.5 mm	Ton	\$72.50	\$67.50
NW.13	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$107.00	\$84.00
NW.14	Milling, Asphalt, 1.5"	SYD	\$2.00	\$1.50
NW.15	Milling, Scarification/Profile	SYD	\$1.65	\$1.30

Northwest Quadrant, 1000 Ton and Greater HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NW.16	HMA Surface, Type B, 9.5 mm	Ton	\$72.25	\$70.50
NW.17	HMA Surface, Type B, 12.5 mm	Ton	\$72.00	\$67.00
NW.18	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$104.00	\$83.50
NW.19	Milling, Asphalt, 1.5"	SYD	\$1.90	\$1.40
NW.20	Milling, Scarification/Profile	SYD	\$1.60	\$1.20

NORTHEAST QUADRANT

Northeast Quadrant, 150 to 349 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NE.1	HMA Surface, Type B, 9.5 mm	Ton	\$110.00	\$83.50
NE.2	HMA Surface, Type B, 12.5 mm	Ton	\$109.75	\$80.00
NE.3	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$120.00	\$107.00
NE.4	Milling, Asphalt, 1.5"	SYD	\$6.30	\$2.70
NE.5	Milling, Scarification/Profile	SYD	\$5.90	\$2.50

Northeast Quadrant, 350 to 749 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NE.6	HMA Surface, Type B, 9.5 mm	Ton	\$84.00	\$77.00
NE.7	HMA Surface, Type B, 12.5 mm	Ton	\$83.75	\$73.50
NE.8	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$112.00	\$93.50
NE.9	Milling, Asphalt, 1.5"	SYD	\$3.25	\$2.10
NE.10	Milling, Scarification/Profile	SYD	\$3.00	\$1.90

Northeast Quadrant, 750 to 999 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NE.11	HMA Surface, Type B, 9.5 mm	Ton	\$73.75	\$73.00
NE.12	HMA Surface, Type B, 12.5 mm	Ton	\$73.50	\$69.50
NE.13	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$108.00	\$86.00
NE.14	Milling, Asphalt, 1.5"	SYD	\$2.15	\$1.60
NE.15	Milling, Scarification/Profile	SYD	\$1.70	\$1.40

Northeast Quadrant, 1000 Ton and Greater HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
NE.16	HMA Surface, Type B, 9.5 mm	Ton	\$73.25	\$72.50
NE.17	HMA Surface, Type B, 12.5 mm	Ton	\$73.00	\$69.00
NE.18	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$105.00	\$85.00
NE.19	Milling, Asphalt, 1.5"	SYD	\$1.90	\$1.50
NE.20	Milling, Scarification/Profile	SYD	\$1.60	\$1.30

SOUTHWEST QUADRANT

Southwest Quadrant, 150 to 349 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SW.1	HMA Surface, Type B, 9.5 mm	Ton	\$107.25	\$81.50
SW.2	HMA Surface, Type B, 12.5 mm	Ton	\$107.00	\$78.00
SW.3	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$118.00	\$105.50
SW.4	Milling, Asphalt, 1.5"	SYD	\$6.05	\$2.60
SW.5	Milling, Scarification/Profile	SYD	\$5.70	\$2.40

Southwest Quadrant, 350 to 749 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SW.6	HMA Surface, Type B, 9.5 mm	Ton	\$81.25	\$75.00
SW.7	HMA Surface, Type B, 12.5 mm	Ton	\$81.00	\$71.50
SW.8	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$110.00	\$91.50
SW.9	Milling, Asphalt, 1.5"	SYD	\$3.00	\$2.00
SW.10	Milling, Scarification/Profile	SYD	\$2.65	\$1.80

Southwest Quadrant, 750 to 999 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SW.11	HMA Surface, Type B, 9.5 mm	Ton	\$70.75	\$71.00
SW.12	HMA Surface, Type B, 12.5 mm	Ton	\$70.50	\$67.50
SW.13	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$106.00	\$84.00
SW.14	Milling, Asphalt, 1.5"	SYD	\$1.90	\$1.50
SW.15	Milling, Scarification/Profile	SYD	\$1.60	\$1.30

Southwest Quadrant, 1000 Ton and Greater HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SW.16	HMA Surface, Type B, 9.5 mm	Ton	\$70.25	\$70.50
SW.17	HMA Surface, Type B, 12.5 mm	Ton	\$70.00	\$67.00
SW.18	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$103.00	\$83.50
SW.19	Milling, Asphalt, 1.5"	SYD	\$1.70	\$1.40
SW.20	Milling, Scarification/Profile	SYD	\$1.45	\$1.20

SOUTHEAST QUADRANT

Southeast Quadrant, 150 to 349 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SE.1	HMA Surface, Type B, 9.5 mm	Ton	\$109.00	\$83.50
SE.2	HMA Surface, Type B, 12.5 mm	Ton	\$108.75	\$80.00
SE.3	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$118.00	\$107.00
SE.4	Milling, Asphalt, 1.5"	SYD	\$6.00	\$2.70
SE.5	Milling, Scarification/Profile	SYD	\$5.50	\$2.50

Southeast Quadrant, 350 to 749 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SE.6	HMA Surface, Type B, 9.5 mm	Ton	\$83.00	\$77.00
SE.7	HMA Surface, Type B, 12.5 mm	Ton	\$82.75	\$73.50
SE.8	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$110.00	\$93.50
SE.9	Milling, Asphalt, 1.5"	SYD	\$3.25	\$2.10
SE.10	Milling, Scarification/Profile	SYD	\$2.75	\$1.90

Southeast Quadrant, 750 to 999 Ton HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SE.11	HMA Surface, Type B, 9.5 mm	Ton	\$72.75	\$73.00
SE.12	HMA Surface, Type B, 12.5 mm	Ton	\$72.50	\$69.50
SE.13	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$107.00	\$86.00
SE.14	Milling, Asphalt, 1.5"	SYD	\$2.00	\$1.60
SE.15	Milling, Scarification/Profile	SYD	\$1.65	\$1.40

Southeast Quadrant, 1000 Ton and Greater HMA Total

Item No.	Description	Unit	Milestone Unit Price	E & B Unit Price
SE.16	HMA Surface, Type B, 9.5 mm	Ton	\$72.25	\$72.50
SE.17	HMA Surface, Type B, 12.5 mm	Ton	\$72.00	\$69.00
SE.18	HMA Wedge and Level, Type B, 12.5 mm	Ton	\$104.00	\$85.00
SE.19	Milling, Asphalt, 1.5"	SYD	\$1.90	\$1.50
SE.20	Milling, Scarification/Profile	SYD	\$1.60	\$1.30

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [X] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for CCMG Program-Old SR 37 South

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes [X]

Grant Type:

Reimbursement/Drawdown []

Up Front Payment [X]

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity A249-10-LG190142

Amount Received

Federal: \$184,075.86

State: []

Local Match: \$184,075.86

Total Received: []

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

Fund Name: MVH Restricted

Fund Number 1173

Amount: \$184,075.86

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

Executive Summary:

This contract is for the award of the Community Crossing Matching Grant Program to pave Old SR 37 South, from SR 37 to 1350' south of Rogers Road. This is a 50/50 matching program. The project will be completed in 2019.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: David Schilling

Submitted by: Lisa Ridge

Date: April 3, 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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19- LG190142

This Local Roads and Bridges Matching Grant Agreement (this "Grant Agreement"), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the "State") and **Monroe County**, a Local Unit, (hereinafter referred to as the "Grantee"), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the "Project") and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee's Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50%** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. 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.

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 the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or 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 that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 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. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment 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.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$ 184,075.86.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. 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 Attachment A, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in **Attachment A**;

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.

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

A. 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 ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

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 Ind. Code § 4-2-6, *et seq.*, Ind. Code § 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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 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 Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. 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.

D. As required by Ind. Code § 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) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

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

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

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 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 Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 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.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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 Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

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

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Kayti Adams
185 Agrico Lane
Seymour, IN 47274
Email: KAdams@indot.in.gov

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

Monroe County
ATTN: Lisa Ridge
100 W. Kirkwood Avenue
BLOOMINGTON, IN 47404
Email: ljridge@co.monroe.in.us

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

17. 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 law; (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

18. 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, seek recovery or reimbursement of 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 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.

19. 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

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.

Grantee : **Monroe County, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation

Indiana Department of Administration

(for)
Joseph McGuiness, Commissioner
Date: _____

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

APPROVED as to Form and Legality:
Indiana Office of Attorney General

Approved by:
State Budget Agency

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.*

FA 19-10

(for)
Jason D. Dudich, Director
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1900984**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location:

Route Name	From	To	Award Amount for Feature
Walnut Street	SR 37	1,350' south of Rogers Road	\$184,075.86

Application ID: **4746**

A general scope/description of the Project is as follows:

Milling 1.5" of old asphalt and disposing of milled material. Cleaning milled pavement before applying AET Tack Coat and 1.5" of 9.55 mm of HMA, Type B surface. Traffic control is also included by the Contractor. The cost estimate includes having the pavement markings reapplied after the overlay.

The maximum amount of state funds allocated to the Project is **\$ 184,075.86.**

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [X] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for CCMG Program-Jonathan Drive

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes [X]

Grant Type:

Reimbursement/Drawdown []

Up Front Payment [X]

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: \$36,518.53

State: []

Local Match: \$36,518.53

Total Received: []

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

Fund Name: MVH Restricted

Fund Number: 1173

Amount: \$36,518.53

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

Executive Summary:

This contract is for the award of the Community Crossing Matching Grant Program to pave Jonathon Drive. This is a 50/50 matching program. The project will be completed in 2019.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: David Schilling

Submitted by: Lisa Ridge

Date: April 3, 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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19-LG190138

This Local Roads and Bridges Matching Grant Agreement (this "Grant Agreement"), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the "State") and **Monroe County**, a Local Unit, (hereinafter referred to as the "Grantee"), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the "Project") and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee's Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50%** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. 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.

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 the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or 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 that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 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. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment 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.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$ 36,518.53**.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. 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 **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in **Attachment A**;

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.

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

A. 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 ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

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 Ind. Code § 4-2-6, *et seq.*, Ind. Code § 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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 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 Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. 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.

D. As required by Ind. Code § 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) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

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

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

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 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 Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 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.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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 Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

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

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Kayti Adams
185 Agrico Lane
Seymour, IN 47274
Email: KAdams@indot.in.gov

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

Monroe County
ATTN: Lisa Ridge
100 W. Kirkwood Avenue
BLOOMINGTON, IN 47404
Email: ljridge@co.monroe.in.us

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REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

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.

Grantee : **Monroe County, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation

Indiana Department of Administration

Joseph McGuiness, Commissioner (for)
Date: _____

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

APPROVED as to Form and Legality:
Indiana Office of Attorney General

Approved by:
State Budget Agency

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.
FA 19-10*

Jason D. Dudich, Director (for)
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1900980

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Preventive Maintenance

Location:

Route Name	From	To	Award Amount for Feature
JONATHAN DR	Curry Pike	Gates Drive	\$36,518.53

Application ID: 4720

A general scope/description of the Project is as follows:

Milling 1.5" of old asphalt and disposing of milled material. Cleaning milled pavement before applying AET Tack Coat and putting down 1.5" of resurfacing with HMA, Type B surface. Traffic control is also included by the Contractor. The estimate also includes replacing all the pavement striping and thermoplastic to it's existing configuration.

The maximum amount of state funds allocated to the Project is \$ 36,518.53.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for CCMG Program-Highland Village Subdivision

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes [checked]

Grant Type:

Reimbursement/Drawdown []

Up Front Payment [checked]

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity A249-10-LG190008

Amount Received

Federal: \$186,747.82

State: []

Local Match: \$186,747.82

Total Received: []

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

Fund Name: MVH Restricted

Fund Number 1173

Amount: \$186,747.82

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

Executive Summary:

This contract is for the award of the Community Crossing Matching Grant Program to pave the Highland Village Subdivision (county portion). This is a 50/50 matching program. The project will be completed in 2019.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: David Schilling

Submitted by: Lisa Ridge

Date: April 3, 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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19-LG190008

This Local Roads and Bridges Matching Grant Agreement (this "Grant Agreement"), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the "State") and **Monroe County**, a Local Unit, (hereinafter referred to as the "Grantee"), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the "Project") and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee's Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50%** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. 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.

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 the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or 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 that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 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. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment 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.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in Attachment A;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$ 186,747.82.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. 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 Attachment A, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in Attachment A;

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.

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

A. 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 ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

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 Ind. Code § 4-2-6, *et seq.*, Ind. Code § 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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 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 Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. 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.

D. As required by Ind. Code § 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) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

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

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

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 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 Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 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.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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 Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

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

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Kayti Adams
185 Agrico Lane
Seymour, IN 47274
Email: KAdams@indot.in.gov

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

Monroe County
ATTN: Lisa Ridge
100 W. Kirkwood Avenue
BLOOMINGTON, IN 47404
Email: ljridge@co.monroe.in.us

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

17. 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 law; (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

18. 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, seek recovery or reimbursement of 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 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.

19. 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

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.

Grantee : **Monroe County, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation

Indiana Department of Administration

Joseph McGuiness, Commissioner (for)
Date: _____

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

APPROVED as to Form and Legality:
Indiana Office of Attorney General

Approved by:
State Budget Agency

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.
FA 19-10*

Jason D. Dudich, Director (for)
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1900850
 Program: Local Roads and Bridges Matching Grants
 Type of Project: HMA Overlay, Preventive Maintenance
 Location:

Route Name	From	To	Award Amount for Feature
HICKORY DR	Doyle Avenue	SR 48	\$37,193.34
DOYLE AV	Curry Pike	End of County Maintenance	\$23,501.10
DANIEL AV	Hickory Drive	Village Drive	\$9,808.86
HIGHLAND CT	Hickory Drive	Village Drive	\$9,808.86
LOROY AV	Curry Pike	Village Drive	\$5,205.73
VILLAGE DR	Belle Avenue	Doyle Avenue	\$32,088.04
MIDDLE CT	Hickory Drive	Village Drive	\$23,729.86
MIDDLE CT	Western Drive	Hickory Drive	\$4,937.91
WESTERN DR	Belle Avenue	Doyle Avenue	\$38,180.92
MIDDLE CT	City Limit	Western Drive	\$2,293.20

Application ID: 4327

A general scope/description of the Project is as follows:

This project will include all the roads in the subdivision. A detailed list with widths and lengths is provided in the document submittals. Overall it is 10,716' or 2.03 miles of 1 1/2" HMA Overlay and milling.

The maximum amount of state funds allocated to the Project is \$ 186,747.82.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for CCMG Program-Jonathan Drive

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes [checked]

Grant Type:

Reimbursement/Drawdown []

Up Front Payment [checked]

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity A249-10-LG190138

Amount Received

Federal: \$36,518.53

State: []

Local Match: \$36,518.53

Total Received: []

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

Fund Name: MVH Restricted

Fund Number 1173

Amount: \$36,518.53

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

Executive Summary:

This contract is for the award of the Community Crossing Matching Grant Program to pave Jonathan Drive. This is a 50/50 matching program. The project will be completed in 2019.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: David Schilling

Submitted by: Lisa Ridge

Date: April 3, 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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/10/2019

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion [] (Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda: Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for CCMG Program-Liberty Drive

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes [checked]

Grant Type:

Reimbursement/Drawdown []

Up Front Payment [checked]

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: 2019

Or other identifying number

Pass Through Entity A249-10-LG190140

Amount Received

Federal: \$68,897.98

State: []

Local Match: \$68,897.98

Total Received: []

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

Fund Name: MVH Restricted

Fund Number 1173

Amount: \$68,897.98

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

Executive Summary:

This contract is for the award of the Community Crossing Matching Grant Program to pave Liberty Drive. This is a 50/50 matching program. The project will be completed in 2019.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: David Schilling

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

Submitted by: Lisa Ridge

Date: April 3, 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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-19-LG190140

This Local Roads and Bridges Matching Grant Agreement (this "Grant Agreement"), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the "State") and **Monroe County**, a Local Unit, (hereinafter referred to as the "Grantee"), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

WHEREAS, the Grantee uses an approved transportation asset plan on file with the State; and

WHEREAS, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

WHEREAS, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the "Project") and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

WHEREAS, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

WHEREAS, the State has chosen to fund the Grantee's Project in accordance with the terms of this Grant Agreement; and

WHEREAS, the Grantee desires to expedite delivery of the Project, comply with all federal, state and local requirements and fiscally manage the Project;

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing **50%** of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State, and any rules adopted thereunder. 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.

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 the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or 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 that its contractors and subcontractors have been prequalified to perform work pursuant to Ind. Code § 8-23-10. The Grantee further warrants that it shall follow all state procurement laws as described in Ind. Code § 36-1-12, *et. seq.*

D. The Grantee shall file the annual financial report required by Ind. Code § 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. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment 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.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than July 15, 2019. If the Grantee fails to procure a contractor by July 15, 2019, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$ 68,897.98.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. 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 Attachment A, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state and local funds expended to date on the Project is in conformity with the amounts as set forth in **Attachment A**;

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.

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

A. 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 ten (10) years after final payment for inspection by the State or its authorized designee or final audit by State Board of Accounts, whichever is later. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

C. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

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 Ind. Code § 4-2-6, *et seq.*, Ind. Code § 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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 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 Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. 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.

D. As required by Ind. Code § 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) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

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

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

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 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 Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 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.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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 Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

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

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Kayti Adams
185 Agrico Lane
Seymour, IN 47274
Email: KAdams@indot.in.gov

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

Monroe County
ATTN: Lisa Ridge
100 W. Kirkwood Avenue
BLOOMINGTON, IN 47404
Email: ljridge@co.monroe.in.us

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

17. 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 law; (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

18. 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, seek recovery or reimbursement of 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 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.

19. 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.

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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 Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

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.

Grantee : **Monroe County, Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

**The State
Indiana Department of Transportation**

Indiana Department of Administration

Joseph McGuiness, Commissioner (for)
Date: _____

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

**APPROVED as to Form and Legality:
Indiana Office of Attorney General**

**Approved by:
State Budget Agency**

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2019.
FA 19-10*

Jason D. Dudich, Director (for)
Date: _____

This Instrument was prepared by: _____, an INDOT attorney, on
_____.

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1900982

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Preventive Maintenance

Location:

Route Name	From	To	Award Amount for Feature
LIBERTY DR	Bloomington City Limits	Constitution Avenue	\$68,897.98

Application ID: 4742

A general scope/description of the Project is as follows:

Milling 1.5" of old asphalt and disposing of the milled material. Cleaning milled pavement before applying AET Tack Coat and 1.5" of 9.5 mm HMA, Type B surface. Traffic control is also included by the contractor. The cost estimate includes adding the pavement striping and thermoplastic after the overlay.

The maximum amount of state funds allocated to the Project is \$ 68,897.98.