



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
APRIL 29, 2020
10:00 am
Meeting connection VIA ZOOM**

<https://us02web.zoom.us/j/674314893?pwd=aEISRlpyWUprU0hUM0JLTVcrYmUrQT09>
Meeting ID: 674 314 893
Password: 185341

Community Access Television Services (CATS) provides a public access recording of this meeting in its entirety and is free to view online at www.catstv.net.

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I. CALL TO ORDER BY COMMISSIONER THOMAS	
II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS	
III. DEPARTMENT UPDATES	
IV. APPROVAL OF MINUTES SUMMARY*	1
• APRIL 22, 2020	
V. APPROVAL OF CLAIMS DOCKET	
• ACCOUNTS PAYABLE – APRIL 29, 2020	
VI. NEW BUSINESS:	
A. MOVE TO APPROVE: AGREEMENT WITH 3D SCULPTING FOR ALEXANDER MEMORIAL.	4
FUND NAME: BICENTENNIAL FUND NUMBER: 4918 AMOUNT: \$5,050	
Executive Summary: This agreement will allow for modeling of eight (8) damaged limestone panels on the Alexander Monument on the Courthouse lawn.	
Mary Elftman, Veterans Affairs	

- B. MOVE TO APPROVE: AGREEMENT RENEWAL WITH KNOWBE4 SOFTWARE. 8**
FUND NAME: CUMULATIVE CAPITAL – SOFTWARE FUND NUMBER: 1138-30041
AMOUNT: \$26,114.40
Executive Summary: Renewal of our agreement with KnowBe4 for certain anti-virus, anti-malware and anti-phishing products and training. This is a three year contract.
Eric Evans, Technical Services
- C. MOVE TO APPROVE: ORDINANCE 2020-21; VAN BUREN TOWNSHIP TRUSTEE REZONE. 10**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This is a rezone request for a new proposed fire station in Van Buren Township in Stanford. This rezone request will change the 1.78+/- acre property from Limited Business/Suburban Residential zoning to Institutional/Public zoning for the purposes of building a new fire station building.
Jackie Nester Jelen, Planning
- D. MOVE TO APPROVE: ORDINANCE 2020-22; EXTENDING THE EMERGENCY DECLARATION UNTIL MAY 15. 33**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This Ordinance extends the declared COVID-19 Health Emergency in Monroe County until May 15, 2020 AND authorizes the payment of \$10,000 each to Mother Hubbard’s Cupboard and Pantry 279 who are experiencing increased food needs as a result of the COVID-19 pandemic.
Jeff Cockerill, Attorney
- E. MOVE TO APPROVE: RESOLUTION 2020-16; APPROVING FOOD AND BEVERAGE EMERGENCY GRANTS 2. 37**
FUND NAME: FOOD AND BEVERAGE TAX FUND NUMBER: 4932
AMOUNT: NOT TO EXCEED \$95,000
Executive Summary: This item will cover the second round of grants necessitated by the COVID 19 emergency. These grants are being reviewed in accordance with the Food and Beverage Grant policy approved by the Commissioners on April 15, 2020. Grant recommendations are being confirmed at this point. The anticipated total amount of grants in this resolution is currently \$95,500. Once confirmed this resolution will be placed on the County webpage.
Jeff Cockerill, Attorney
- F. MOVE TO APPROVE: CHA CONSULTING, INC SUPPLEMENTAL AGREEMENT FOR KARST TRAIL PROJECT. 38**
FUND NAME: NEXT LEVEL TRAIL FUND NUMBER: 9107 AMOUNT: \$3,230
Executive Summary: This supplemental is for additional survey and data collection.
Lisa Ridge, Highway

- G. MOVE TO APPROVE: FOX CONSTRUCTION AGREEMENT FOR HIGHWAY GARAGE STORM WATER QUALITY IMPROVEMENTS. 44**
FUND NAME: STORMWATER FUND NUMBER: 1197 AMOUNT: \$218,800
 Executive Summary: This agreement is necessary for water quality improvements by the salt barn located at the Highway Garage. IDEM has in the past deemed this as a red flag on the audits. This will make us compliant with IDEM audits.
Lisa Ridge, Highway
- H. MOVE TO APPROVE: AGREEMENT WITH JACKSON COUNTY REMC FOR HUNTERS CREEK ROAD PROJECT. 54**
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: \$29,168.21
 Executive Summary: This agreement is for utility relocations for the Hunters Creek Road project, PH I and II.
Lisa Ridge, Highway
- I. MOVE TO APPROVE: (A) APPLICATION FOR SECTION 5311/5339 TRANSIT ASSISTANCE TO RURAL AREA10 GRANT; and (B) AUTHORIZING RESOLUTION 2020-14, 75**
FUND NAME: RURAL TRANSIT 20.509 FUND NUMBER: 8106
AMOUNT: \$0
 Executive Summary: This is a grant APPLICATION and authorizing resolution. The Monroe County Board of Commissioners are the applicant for the funds and upon agreement of Resolution 2020-14 agrees to subcontract with Area 10 / Rural Transit to provide the service.
Given COVID-19 and the CARES Act, Rural Transit will have operations funded at 100% and the State PMTF will be used for the capital purchases. As such, no local match is requested for 2021.
Angie Purdie, Commissioners' Administrator
- J. MOVE TO APPROVE: AGREEMENT WITH KEN'S WESTSIDE SERVICES FOR MAINTENANCE AND REPAIR OF MCG NON-HEAVY DUTY FLEET VEHICLES. 129**
FUND NAME: COUNTY GENERAL FUND 1000-0161
AMOUNT: AS BUDGETED IN FLEET FUND
 Executive Summary:
 Agreement transfers the routine maintenance, inspection, and repair of the Monroe County Non Heavy Duty Fleet vehicles including but not limited to the Sheriff Department vehicles to Ken's Westside from the County Highway Department. This ensures MCG is compliant with the appropriate use of MVH funds.
Angie Purdie, Commissioners' Administrator
- VII. APPOINTMENTS**
VIII. ANNOUNCEMENTS
IX. ADJOURNMENT OR CONTINUE



**MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY*
APRIL 22, 2020
10:00 am
Meeting connection VIA ZOOM**

<https://us02web.zoom.us/j/796909773?pwd=bDhTS0kvU21yQUFFY3YvT1NkMGoydz09>
Meeting ID: 796 909 773
Password: 338242

Community Access Television Services (CATS) provides a public access recording of this meeting in its entirety and is free to view online at www.catstv.net.

- I. **CALL TO ORDER BY COMMISSIONER THOMAS**

- II. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**

- III. **DEPARTMENT UPDATES**
 - **HEALTH – PENNY CAUDILL**
 - **EMERGENCY MANAGEMENT – ALLISON MOORE**

- IV. **APPROVAL OF MINUTES SUMMARY***
 - **APRIL 15, 2020**

Jones made motion to approve. Githens seconded.
[Jeff Cockerill called roll.](#)
[Thomas – yes](#)
[Jones – yes](#)
[Githens – yes](#)
Motion carried 3-0.

V. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – APRIL 22, 2020**
- **PAYROLL – APRIL 24, 2020**

Jones made motion to approve. Githens seconded.

Call for public comment. None.

Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VI. NEW BUSINESS:

A. MOVE TO APPROVE: RESOLUTION 2020-14; FOOD & BEVERAGE EMERGENCY GRANTS.

FUND NAME: FOOD AND BEVERAGE TAX FUND NUMBER: 4932

AMOUNT: \$68,350

Jones made motion to approve. Githens seconded.

The following are the recommended grantees:

- Back to Nature Cabins - \$7,000 – Mortgage and utility expenses
- Trivia with Skip - \$1,800 – Marketing expenses
- U’sta Be New (antique shop) - \$3,000 – Mortgage and utility expenses
- Big Sky Campground - \$8,950 – to reimburse customers
- Sycamore Farms Bloomington Inc. (Wedding venue) -\$5,000- Mortgage and utility expenses
- Robert Woodling Rentals - \$3,800 – Mortgage and utility expenses
- Terry’s Catering LLC - \$5,000- Cover health insurance for employees
- Trailhead Enterprises (Trailhead Pizza) - \$8,528 – Marketing, mortgage, food and good vendors
- Knightridge, Inc. (Scenic View restaurant) - \$15,274 – Mortgage and utility expenses

Call for public comment.

- Mike Korus - Sycamore Farm.
- Suzanne Sharp – Back to Nature
- William Ellis – U’sta be new.

Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR PAVING PROJECT; BOLTINGHOUSE ROAD.

FUND NAME: MOTOR VEHICLE HIGHWAY

FUND NUMBER: 1176

AMOUNT: \$ 69,708.89

Jones made motion to approve. Githens seconded.

Call for public comment. None.

Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

C. MOVE TO APPROVE: INDOT COMMUNITY CROSSING MATCHING GRANT FOR PAVING PROJECT; HARTSTRAIT RD/BOLTINGHOUSE RD/OLD SR 37 NORTH.

FUND NAME: MOTOR VEHICLE HIGHWAY

FUND NUMBER: 1176

AMOUNT: \$346,011.13

Jones made motion to approve. Githens seconded.

Call for public comment. None.

Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VII. APPOINTMENTS

- None

VIII. ANNOUNCEMENTS

- The Board of Commissioners plan to give Mother Hubbard’s Cupboard and Ellettsville Pantry 279 \$10,000 each due to the increased demand of their services.
- 2020 Primary Election will be Tuesday, June 2, 2020. Residents are encouraged to take advantage of voting by mail. For further information go to the Clerk’s webpage at www.co.monroe.in.us click on the Absentee Ballot by Mail link.
- Residents are strongly encouraged to complete the 2020 Census. This can be done online at www.2020Census.gov .

IX. ADJOURNMENT

***The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor’s Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.**

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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

OR

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

Title of item to appear on the agenda: Approval of Contract for 3D Digital Sculpting

Vendor # New

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: Bicentennial Fund

Fund Number: 4918

Amount: 5050.00

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

Executive Summary:

Authorize dispersement of funds from "Bicentennial Fund" (4918) to pay for 3D Digital Sculpting of 8 panels, scale models, on the Alexander Memorial. A copy of the proposed contract is attached.

Person Presenting: Mary A Elftman

Department: Veterans Affairs

Attorney who reviewed: Jeff Cockrell

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

Mary A Elftman

4/22/2002

March 9, 2020

**Travis Lee Barker (Digital Sculptor) Contract
Alexander Memorial Monument, Monroe County, Indiana**

I, Travis Barker, agree to create accurate 3D models for the 8 panels that need to be replaced/restored for the Alexander Memorial Monument. These files, once completed and approved, will then be sent as .stl files to The Alexander Memorial Committee for CNC stone fabrication purposes.

Payments:

\$2,650 (Upfront to cover cost of materials and to include the cost of the necessary \$250 Workers Compensation Insurance. I will provide certificate once it has been purchased)

\$2,400 (Upon 8 panel model completion once approved by Committee)

Total Digital 3D Model Cost: \$5,050

This includes revisions and adjustments to 3D models.

Timeline: Project shall consist of three phases, Travis Barker shall provide a timeframe for completion, however, Phase 3 of this agreement shall be completed on or before November 1, 2020.

- Phase 1)** An initial review of 3D mockup work which should be scheduled at a 70 to 80% completion point of each finished panel. This review session is intended to encompass the primary context of the work and ensure the artist is aligning to the replication goals listed below. The review sub-committee will be allowed up to 5-working days to compile their feedback and present in written and graphic notes to the artist.

- Phase 2)** This review should be scheduled at approximately 90% completion point of each finished panel. This review session is intended ensure the work is not deviating from earlier goals and moving toward all relevant concerns provided in Phase 1 review. The review sub-committee will be allowed up to 5-working days to compile their feedback and present in written and graphic notes to the artist.

- Phase 3)** This is the final review and should be scheduled at 100% completion. Any and all feedback relevant to the contract scope shall align to Phase 1 and 2 observations.

Portfolio

Once the 3D models are finished, fabricated in stone, and the restored monument is revealed to the public, I will be allowed to include my digital renders (photos of the 3D model, not the 3D model file itself) and photos of the monument that are taken in my online portfolio (for the purpose of showcasing my past work and for gaining future clients).

Worker's Compensation. Travis Barker shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.

Indemnity. Travis Barker assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.

Non-discrimination. In the performance of work under this contract, it is agreed that Travis Barker, any of its subTravis Barkers, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

Compliance with Law. Travis Barker shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Travis Barker shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Travis Barker's noncompliance. Travis Barker will comply with IC 22-5-1.7-3. Specifically including the following:

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

Independent Contractor. It is understood and agreed that Travis Barker executes this Agreement as an independent Contractor, and shall not be considered an employee or agent of the Board for any purpose. Travis Barker shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Travis Barker shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

Captions. The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

Governing Law. This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Travis Barker

Board of Commissioners of Monroe County
"Board"

Travis Barker

By _____

Date 04/21/2020

ATTEST: _____, 2020

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 04/29/2020

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: Renewal of agreement with KnowBe4 Software

Vendor # 001748

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: Cumulative Capital - Software

Fund Number 1138-30041

Amount: \$26,114.40

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:

Renewal of our agreement with KnowBe4 for certain anti virus, anti malware and anti phishing products and training. This is a three year contract.

Person Presenting: Eric Evans

Department: TSD

Attorney who reviewed: []

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

Submitted by: Eric Evans

Date: 04/24/2020

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



Company Address 33 N Garden Avenue, Suite 1200
Clearwater, FL 33755
US

Created Date 1/31/2020
Expiration Date 4/30/2020
Quote Number 00390074
Payment Terms Net 30

Prepared By Anthony Esposito
Email anthonye@knowbe4.com

Contact Name Eric Evans
Phone (812) 349-2522
Email eevans@co.monroe.in.us

Bill To Name County of Monroe
Bill To 501 N Morton
Room 200
Bloomington, IN 47404
United States

Ship To Name County of Monroe
Ship To 501 N Morton
Room 200
Bloomington, IN 47404
United States

End User Account County of Monroe

Product	Product Description	Sales Price	Quantity	Total Price
1502DWN00000036-G	KnowBe4 Content Download 3 Years	USD 0.00	1.00	USD 0.00
1000KMSPN000D36-G	KnowBe4 Security Awareness Training Subscription Platinum 501-1000 Users 3 Years	USD 33.48	780.00	USD 26,114.40

Total Price USD 26,114.40

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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: 2020-21 Van Buren Township Trustees Rezone

Vendor # [] If new vendor, enter 'NEW'

All Grants must complete the following Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: []

Fund Number []

Amount: []

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

Executive Summary:

This is a rezone request for a new proposed fire station in Van Buren Township in Stanford. This rezone request will change the 1.78+/- acre property from Limited Business/Suburban Residential zoning to Institutional/Public zoning for the purposes of building a new fire station building.

Person Presenting: Jackie Nester Jelen

Department: Planning

Attorney who reviewed: David Schilling

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

Submitted by: Jackie Nester Jelen

Date: 4/22/2020

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

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

ORDINANCE NO. 2020-21

Van Buren Township Trustees Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone four (4) 1.78 +/- total acre parcels in Section 32 of Van Buren Township at 9039 W Hinds Road, 9079 W Hinds Road, and 6223 S Burch Road. (Parcel #: 53-09-32-201-040.000-015; 53-09-32-200-060.000-015; 53-09-32-201-046.000-015; 53-09-32-201-002.000-015) from Suburban Residential (LB) & Limited Business (LB) all to Institutional/Public (IP).

SECTION II.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 29th day of April, 2020.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

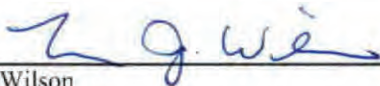
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on April 21st, 2020 the Monroe County Plan Commission considered Petition No. 2002-REZ-03 for a rezone (Ordinance No. 2020-21) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 9-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson
Planning Director

4-23-2020
Date

MONROE COUNTY PLAN COMMISSION MEETING

April 21, 2020

PLANNER Jackie Nester Jelen, AICP
CASE NUMBER 2002-REZ-03, Van Buren Township Trustees Rezone
PETITIONER Van Buren Township Trustees, C/o Rita Barrow
ADDRESS 9039 W Hinds Road, 9079 W Hinds Road, and 6223 S Burch Road (Parcel #s: 53-09-32-200-060.000-015; 53-09-32-201-002.000-015; 53-09-32-201-040.000-015; 53-09-32-201-046.000-015)
REQUEST Rezone from Suburban Residential (SR) and Limited Business (LB) to Institutional/Public (IP)
 Waiver of Final Plan Commission Hearing Requested.
ACRES 1.78 acres +/-
ZONE Suburban Residential (SR) and Limited Business (LB)
TOWNSHIP Van Buren
SECTION 32
COMP. PLAN DESIGNATION: Rural Residential

EXHIBITS

1. Site Plan
2. Petitioner letter
3. Pre-design meeting notes – 10/21/2019

RECOMMENDATION

Staff recommends that the Plan Commission recommends **approval** to the Commissioners based on the Findings of Fact subject to the County Highway and Drainage Engineer reports.

PLAN COMMISSION ADMINISTRATIVE MEETING

The Plan Commission had a question in regards to whether voting still takes place at this location since the Township Trustees were not proposing a large public parking lot area. To date, planning staff has not received a response.

PLAN REVIEW COMMITTEE

This meeting was cancelled.

SUMMARY

The petition site is owned by Van Buren Township Trustees. The request is to rezone and combine the property into one parcel to allow for a new fire station. The representatives were asked to submit for a rezone in 2019, however the formal request did not come to the Planning Department until February 25, 2020. Due to funding and timing constraints, the Planning Department is expediting this case as a rezone to Institutional/Public to allow for a Governmental Facility use on this property. The current primary zoning - Suburban Residential (SR) – does not allow for the Governmental Facility use.

The petition site contains an existing fire station building, which is preexisting nonconforming. The Township Trustees state that they will tear down this station once the new fire station is constructed. When complete, the new fire station will be the only structure on the lot.

There are currently three addresses for the property acquired by Van Buren Township Trustees since the land was acquired in a piecemeal fashion within the last few years. The main access point for the new fire station is proposed to be off of S Burch RD. The Monroe County Highway Department will review the property for an appropriate driveway location. At that time, Planning staff will consolidate the addresses into one. The properties will also be combined prior to the rezone being completed. If granted, they will

need to apply for a commercial site plan review and building permits to construct the new fire station. The use would be classified as a Governmental Facility, which is defined as:

Governmental Facility. *A government owned or operated building, structure, or land used for public purpose.*

The following conditions apply to the Governmental Facility use:

- 7. *Outdoor storage areas shall not be visible from streets and/or adjacent properties. This condition does not apply to heavy machinery sales, welding, and wood products when the uses are located in a Heavy Industrial (HI) District.*
- 40. *Site plan review and notification of interested parties is required.*

BACKGROUND

The petition is currently zoned as Suburban Residential (SR) and Limited Business (LB). The property has recently received an alleyway vacation by the County Commissioners as part of the process to move the project forward. Staff requested the Trustees rezone the entire property to IP in lieu of requesting a use variance to allow a Governmental Facility use on the property.

After meeting with the engineer for the project, Bynum Fanyo & Associates, the following processes were recommended:

- 1. Apply for a rezone to IP
- 2. Apply for a grading permit to prep the site ahead of the rezone decision to meet the required deadline to have the building constructed before 2021
- 3. Apply for a commercial site plan
- 4. Potentially apply for variances for landscaping and parking minimums (27 parking spaces required under the current ordinance)

The Trustees will be preserving and planting trees as part of the Commercial site plan, but will likely request a variance from planting a streetscape along most of the perimeter of the property. There is one residence that adjoins the property, which will be required to be buffered by landscaping.

Under the current SR and LB zoning, the petitioner cannot apply for a governmental use. In order to utilize the property for government use, it requires a rezone. Below are the permitted uses in IP, SR, and LB:

Suburban Residential (SR)	
Historic Adaptive Reuse	P
Accessory Apartments	P
Accessory Livestock	C
Accessory Use	P
Historic Adaptive Reuse	P
Home Occupation	P
Residential Storage Structure	C
Single Family Dwelling	P
Temporary Dwelling	C
Two Family Dwelling	P
Accessory Use	P

Group Home Class I	P
Historic Adaptive Reuse	C
Artisan Crafts	C

Institutional/Public (IP)	
Central Garbage/Rubbish	C
Government Facility	P
Historic Adaptive Reuse	C
Postsecondary Education	P
Remote Garbage/Rubbish Removal	C
School (K-12)	P
Solar Farm	C
Telephone and Telegraph Services	P
Utility Service Facility	P
Wastewater Treatment Facility	P
Water Treatment Facility	P
Wireless Communications Facilities	C

Limited Business (LB)	
Historic Adaptive Reuse	P
Boarding House	P
Historic Adaptive Reuse	P
Accessory Use	P
Community Center	P
Daycare Facility	P
Governmental Facility	P
Group Home Class I	P
Group Home Class II	P
Historic Adaptive Reuse	P
Medical Clinic	P
Religious Facilities	P
Remote Garbage/Rubbish Removal	P
Retirement Center	P
Telephone and Telegraph Services	P
Utility Service Facility	P
Water Treatment Facility	P
Accessory Use	P
Appliance Repair	P
Barber Service	P
Beauty Service	P
Bed and Breakfast	P
Boat Storage	P
Caterer	P
Coin Operated Cleaning/Laundry	P

Convenience Storage	P
Copy Service	P
Dry Cleaning and Laundry Pickup	P
Electrical Repair	P
Employment Agency	P
Equipment Rental	P
Estate Services	P
Financial Service	P
Historic Adaptive Reuse	P
Insurance Agency	P
Interior Decorating	P
Legal Service	P
Locksmith	P
Massage Studio	P
Office	P
Parking Facility	P
Photographic Services	P
Real Estate Agency	P
Real Estate Sales office Or Model	P
Shoe Repair	P
Small Engine and Motor Repair	P
Tailoring	P
Temporary Seasonal Activity	P
Travel Agency	P
Veterinary Service (Indoor)	P
Accessory Use	P
Apparel Shop	P





Bakery (Retail)	P
Bookstore	P
Camera and Photographic Supply	P
Confectionery	P
Convenience Store	P
Drugstore	P
Florist (Retail)	P
Fruit Market	P
Gift Shop	P
Gunshop	CU
Handicrafts	P
Hardware	P
Historic Adaptive Reuse	P

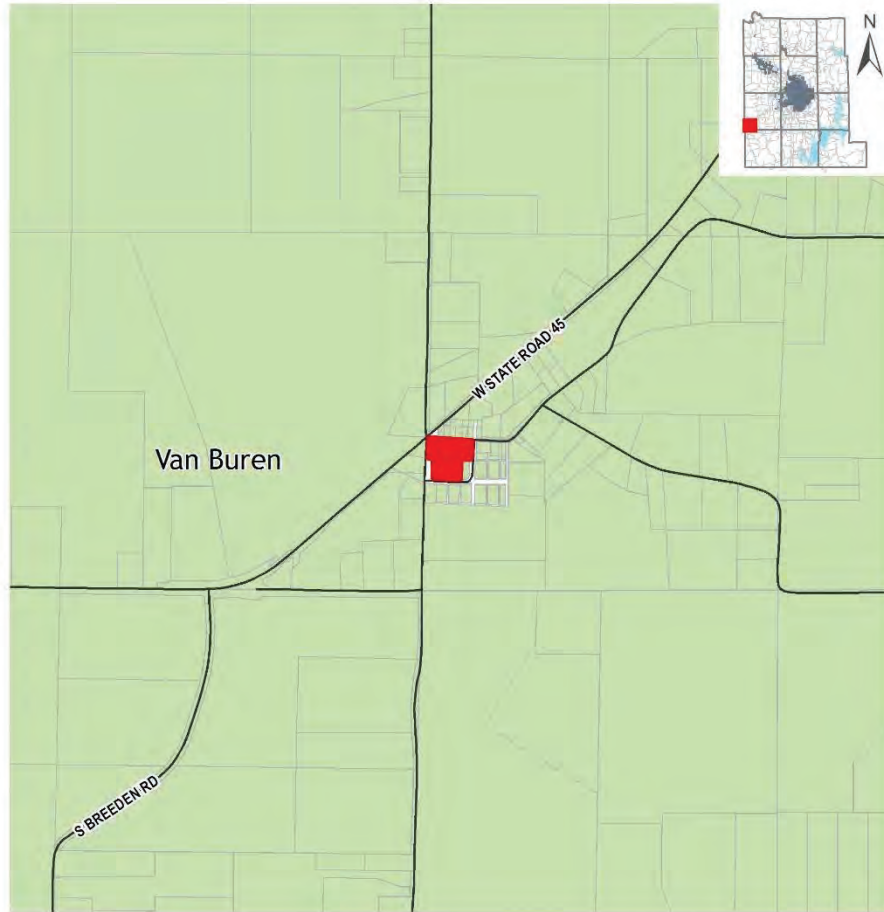
Liquor Store	P
Meat Market	P
Restaurant	P
Sporting Goods	P
Accessory Use	P
Historic Adaptive Reuse	P
Accessory Use	P
Historic Adaptive Reuse	P
Park and Recreational Services	P
Accessory Use	P
Construction Trailer	P
Historic Adaptive Reuse	P
Adult Oriented Businesses	P

LOCATION MAP

The petition site is located at 9039 W Hinds Road, 9079 W Hinds Road, and 6223 S Burch Road in Section 32 of Van Buren Township.

Location Map

-  Petitioner
-  Roads
-  Civil (Political) Townships
-  Parcels









0 0.075 0.15 0.3 Miles

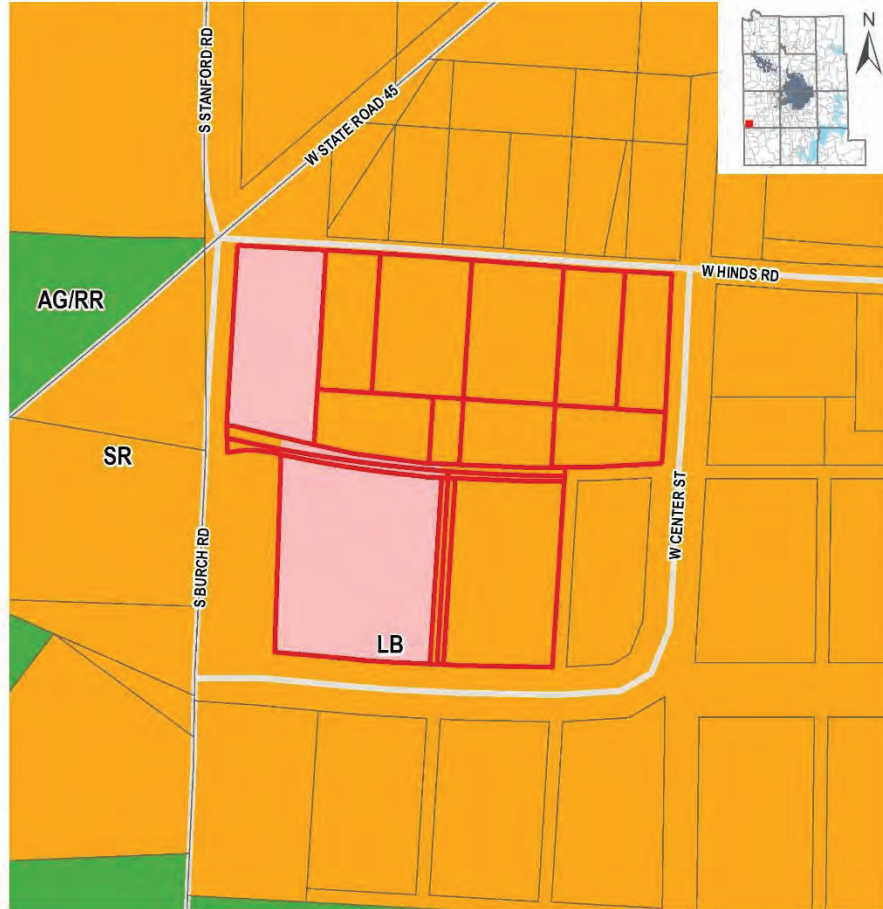
 Monroe County
Planning Department
Source: Monroe County GIS
Date: 2/26/2020

ZONING

The petition site is zoned Suburban Residential (SR) and Limited Business (LB). Surrounding uses are primarily residential.

Current Zoning Map

-  Petitioner
-  Parcels
-  Roads
- Monroe County Zoning**
-  AG/RR - Agriculture/Rural
-  LB - Limited Business
-  SR - Suburban Residential








0 0.0075 0.015 0.03 Miles

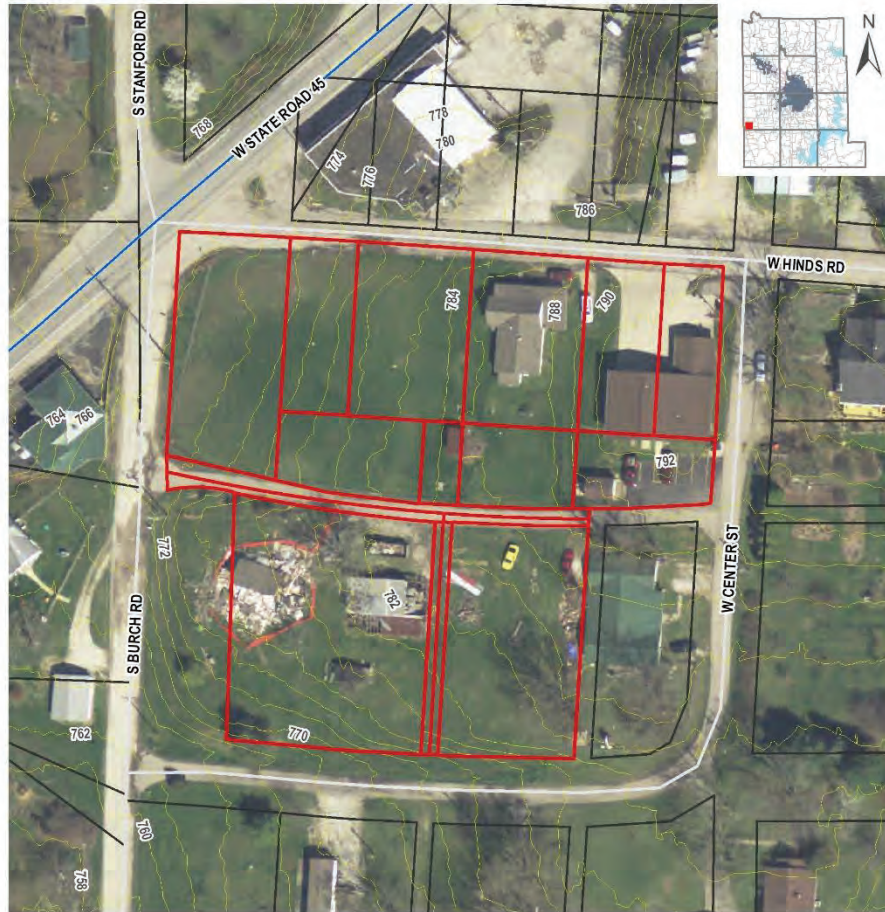
Monroe County
Planning Department
Source: Monroe County GIS
Date: 2/26/2020

SITE CONDITIONS

The petition site is a 1.778 +/- acres. The site contains 4 separate parcels, but will be combined into one lot of record prior to the rezone. It maintains frontage S Burch Rd, W Hinds Rd, and W Center Street. The property was recently approved for 2 alleyway vacations that ran east and west and north and south. The fire station will be locating in the middle of the parcels with driveway access following the prior alleyway running west to east off of S Burch and W Center St.

Site Conditions Map

-  Major Arterial [150']
-  Petitioner
-  2-Foot Contours
-  Local Roads [50']
-  Parcels



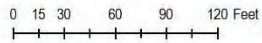
Slope Map

- Major Arterial [150']
- Local Roads [50']

- Petitioner
- Parcels
- 2-Foot Contours

15_Percent Slope (2010)

- 0 - 15
- > 15



Monroe County
Planning Department
Source: Monroe County GIS
Date: 2/26/2020



SITE PHOTOS



Photo 1. 2019 Aerial view of the property. The only structure is the existing fire station. There is one adjoining residence, which will be buffered by landscaping.



Photo 2. View of where the proposed driveway off of S Burch RD would be located.



Photo 3. View of the prior alleyway where they have proposed a through driveway to the fire station.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the Rural Residential Comprehensive Plan designation which states:

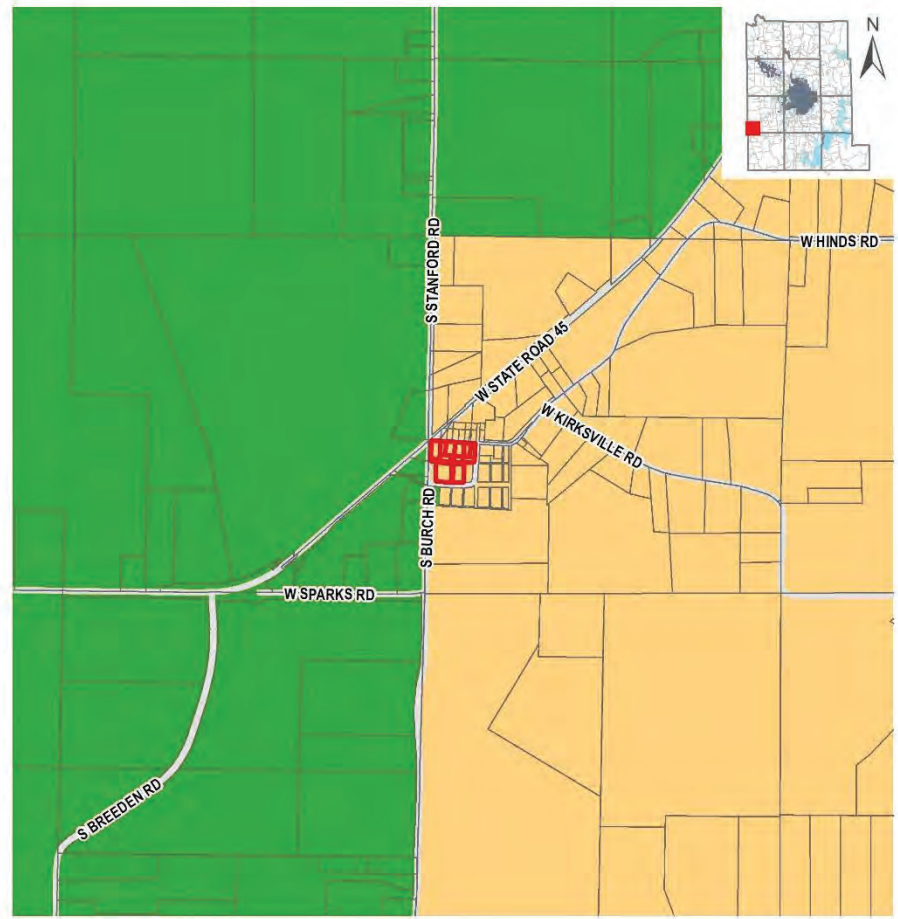
Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities. To maintain Farm and Forest property use opportunities an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. The grouping of more than four residential units sharing the same ingress/egress onto a County or state roadway shall not occur on rural property in this category. All property subdivided in this category must provide for adequate contiguous Resilient Land to support either two independent conventional septic fields or one replaceable mound system, sufficient space for buildings traditionally associated with this type use must also be available. In addition, public roadways shall not experience less than the Monroe County Level of Service standard designation which exists at the time this Plan is adopted as a result of subdivision. Roadways classified as state Highways, major collectors, or local arterials are exempt from this requirement.

Comprehensive Plan

-  Petitioner
-  Townships
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
-  Farm and Forest
-  Rural Residential



0 0.075 0.15 0.3 Miles

 Monroe County
Planning Department
Source: Monroe County GIS
Date: 2/26/2020

FINDINGS OF FACT - REZONE

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan shows this area as Rural Residential;
- The current SR zoning district does not allow for governmental office use;
- If approved, the petitioner would have to submit a commercial site plan meeting all requirements or seek a variance;
- There is a preexisting nonconforming fire station located on the property;

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- See Findings under Section A;
- The petition site includes the preexisting fire station;
- The rezone request is to change the zoning for the entirety of the site to the Institutional/Public (IP) District which is described by the County's Zoning Ordinance, Chapter 802, as follows:
Institutional/Public (IP) District. The Institutional/Public (IP) District is defined as that which is primarily intended to accommodate uses of a governmental, civic, public service, or public institutional nature, including major public facilities, public utilities, and local government-owned property.
- The petition site is Suburban Residential (SR) and Limited Business (LB). The portion of the property zoned LB would allow for a Governmental Facility, however the proposed location of the fire station is in the SR zoned portion;
- The petition site maintains frontage along S Burch Rd, W Center ST, and W Hinds Rd, which are all classified as Local Roads;
- A driveway permit will need to be sought for the purposes of site plan approval;
- The site is less than 15% slope (see Slope Map);
- The petition site is not located in FEMA Floodplain;
- There are no known karst areas;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- See Findings under Section A and Section B;
- The surrounding parcels on all sides are zoned Suburban Residential and Agriculture/Rural Reserve (AG/RR);
- A Governmental Facility is permitted in the LB and AG/RR zoning districts;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Property value tends to be subjective;
- The IP zoning designation would be consistent with nearby activities;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- There would be a new commercial septic installed at the site;
- The Township Trustees state they cannot reuse the existing fire township building and will tear it down. Staff would prefer to see reuse prior to building new, but the Trustees have documented issues of water pressure at the existing fire station building.

EXHIBIT ONE: Site Plan



EXISTING LEGEND	
---	PROPERTY LINE
---	FENCE
---	SEWER LINE PIPE
---	CONTOUR & ELEVATION
---	SANITARY SEWER PIPE
---	STORM SEWER PIPE
---	OVERHEAD ELECTRIC LINES
---	UNDERGROUND ELECTRIC LINES
---	OVERHEAD TELEPHONE LINES
---	UNDERGROUND TELEPHONE LINES
---	GAS LINE PIPE

GRADING LEGEND	
---	ELEVATION CONTOUR
---	FLOR. LINE
---	SPOT GRADE ELEVATION
---	TOP OF CURB ELEVATION OVER FINISHED ELEVATION
---	FINISH FLOOR ELEVATION
---	FINISH EARTH GRADE ELEVATION
---	FINISH WALK SURFACE
---	FINISH TOP OF CASTING AT FLOOR LINE
---	FINISH TOP OF RETAINING WALL ELEV.

UTILITY LEGEND	
---	SEWER
---	STORM
---	ELECTRIC
---	TELEPHONE
---	GAS
---	...

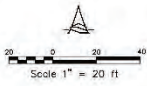


EXHIBIT TWO: Petitioner Letter



ARCHITECTURE
CIVIL ENGINEERING
PLANNING

February 25, 2020

Monroe County Plan Commission
501 N. Morton Street, Suite 224
Bloomington, IN 47404
Attention: Jacqueline Nester Jelen, AICP:

Re: Van Buren Township Fire Department Stanford Indiana

Monroe County Plan Commission:

Please accept this letter as our request for rezoning the property described on the attached documents from SR and LB to IP (institutional) zone. The purpose of the request is to allow the construction of a new fire station to be located at this site. We also request waiver of second hearing to allow us to meet our tight time schedule for funding this year. Please contact this office with any questions or clarifications.
Respectfully,

Jeffrey S. Fanyo, P.E., CFM

BYNUM FANYO & ASSOCIATES, INC.

528 NORTH WALNUT STREET
812-332-8030

BLOOMINGTON, INDIANA 47404
FAX 812-339-2990

EXHIBIT THREE: Pre-design Meeting Notes 10/21/2019



MONROE COUNTY PLANNING DEPARTMENT
 Monroe County Government Center, 501 N. Morton St., Suite 224
 Bloomington, IN 47404
 Telephone: (812) 349-2560 / Fax: (812) 349-2967

Pre-Design Conference

PROPERTY OWNER CONTACT INFORMATION

Name: Van Buren Township Trustees

Phone:

Email:

REPRESENTATIVE CONTACT INFORMATION - if applicable

Name: Bill Tusing + Ed Terrell

Phone:

Email:

Date: 10/21/2019

Planner: Jackie Nister Jelen

Property Information:

Owner(s): same as above

Address(es): 9039 W Hinds Rd

Subdivision Name: Stanford, Town of

9079 W Hinds Rd + 6223 S Burch Rd

Township/Section: Van Buren / 32

Parcel #(s):

Zoning (Incl. Overlays): LB + SR

Type of Petition or Request / Proposed Use:

Vacate Right-of-way / Alleyway; Site Plan - Gov't Facility?
 → wants 1 Lot of Record

Pre-Design Review: Rezone from SR to LB

NEXT TWO FILING DEADLINES: Dec 4; Jan 8*

Y	N		Y	N	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Checklist(s) Provided:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Address Request Form Required
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>REZONE</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rule 5 Required
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Setbacks Provided:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Access:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>SR Front: 25' S: 5' R: 10' LB Front: 25'</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Single</u> or Shared (More than 4?)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>S: 5' R: 0'</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway Permit Required
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Floodplain, Zone <u>S: W R: 0'</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Project Road Names(s):
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wetlands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Right-of-Way Dedication Required:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ECO Area <u> </u>	<input type="checkbox"/>	<input type="checkbox"/>	Local 25', Minor Col. 30', Major Col. 35', Minor Arterial 50'
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concerns about Slope (<u> </u> %)	<input type="checkbox"/>	<input type="checkbox"/>	Local 25', Minor/Major Col. 45', Minor Arterial 75'
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Karst/SCAs Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Septic Permits Required <u>- Req'd for site plan Approval</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Easements impact Build. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer Access
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pole of Flag Lot impacts Build. Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs waivers or variances
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business Industrial Overlay			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Historic Preservation Overlay			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Riparian Areas			

NOTES: Will be getting a survey. One alleyway already known to be vacated between 53-09-32-201-002.000-015; 53-09-32-201-040.000-015.
 (Continued on other side)

Future plans - Remove existing fire township bldg & build new fire building

Next steps: Apply for Rezone; Driveway permit for 2nd drive; Survey (Alta)

Additional Information:

- This information is meant to provide general assistance for filing a petitioning with the Plan Commission. Feedback provided on/with this form is based on information presented at the time and does not constitute approval of any kind. Petitioners are strongly encouraged to consult the Monroe County Zoning Ordinance, Monroe County Subdivision Control and the Comprehensive Plan where appropriate.
- For Proposed Subdivisions, Predesign Conference Requirements, Purposes, Objectives and Procedures can be found in Monroe County Subdivision Control Chapter 854-4 and 845-5.
- For Proposed Subdivisions, Pre-Application Conference Requirements can be found in Monroe County Zoning Ordinance Chapter 826-3.
- For Proposed Plan Unit Developments, Predesign Conference Purpose and Requirements can be found in Monroe County Zoning Ordinance Chapter 811-4 and 811-5.
- Per the Zoning Ordinance:
Staff must conduct a site visit as part of the evaluation of the petition. Site visits may be conducted at a reasonable time and without prior notification to the property owner. Plan Commission and other board members who are participating in the evaluation of the petition may also conduct site visits at a reasonable time and without prior notification to the property owner.
- You may be required to consult the following County departments and resources:

Building Department	(812) 349-2580
Highway Department	(812) 349-2555
Health Department	(812) 349-2543
Recorder's Office	(812) 349-2520
Monroe County Website	www.co.monroe.in.us
Monroe County Zoning Ordinance	http://www.co.monroe.in.us/tsd/Government/Infrastructure/Planning/Department/DocumentManagerPlanning.aspx?EntryId=24711
Monroe County Planning Department	http://www.co.monroe.in.us/tsd/Government/Infrastructure/Planning/Department.aspx

Actions :

- ① File for Rezone from SR to LB for entire property
- ② Once ALTA survey is complete, potentially file for alleyway vacation
- ③ File a site plan for Fire Township building & other improvements. (Ex of improve'ts: 9094 S Strain Ridge Rd)

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: April 29, 2020

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

Ordinance 2020- 22; Extending the Emergency Declaration until May 15

Vendor #

[]

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: []

Fund Number []

Amount: []

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

Executive Summary:

This extends the declared COVID-19 Health Emergency in Monroe County until May 15, 2020.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 4/27/2020

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

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

Ordinance 2020-22
Monroe County BOARD OF COMMISSIONERS Extending the COVID-19
Monroe County Emergency Declaration

Come now the Monroe County Board of Commissioners (“Commissioners”), who, through Ordinance 2020-16 ratified the Presiding Officers March 16th declaration of emergency and extending it to April 1st, and state the following:

WHEREAS, on March 23, 2020, Indiana Governor, Eric J. Holcomb, issued Executive Order 20-02, placed a “stay in place” order; and

WHEREAS, when the Governor utilizes his executive authority to declare an emergency, Indiana Code 10-14-3-12 and 10-14-3-17, provide political subdivisions the ability to respond and to waive procedures and formalities, where necessary; and,

WHEREAS, on March 18, 2020, the Monroe County Board of Commissioners, pursuant to Monroe County Code 450, extended the Monroe County emergency declaration until April 1, 2020; and

WHEREAS, on March 25th, 2020, the Monroe County Board of Commissioners extended the emergency declaration until April 16, 2020; and,

WHEREAS, on April 15th, 2020, the Monroe County Board of Commissioners extended the emergency declaration until May 1, 2020; and,

WHEREAS, because Indiana is facing a Public Health Emergency and because of the pressure, uncertainty, and financial tension resulting from the outbreak of COVID-19, the Monroe County Board of Commissioners wish to extend the emergency until May 1, 2020.

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

Section 1. Declaration of Emergency Status Extension

Through the authority granted to Monroe County government by various provisions of state and local law, including but not limited to Indiana Code 10-14-3-17 and Monroe County Code Chapter 450, the Monroe County Board of Commissioners and extend the emergency through May 15, 2020.

Section 2. Effect on Ordinance 2020-16

All other provisions of Ordinance 2020-16 remain in effect.

Section 3. Additional support for Foodbanks

The Commissioners, after discussion with Council President, hereby ordains that the County shall support Mother Hubbard’s Cupboard and 729 Pantry by providing each entity ten thousand dollars (\$10,000) so that they can continue to meet the increased demand caused by the COVID 19 Emergency.

Section 4. Effective Date and Severability

This Ordinance takes effect upon passage by Monroe County Board of Commissioners. Any subsequent legal or administrative action which may be necessary for the furtherance of this Ordinance is hereby authorized. Should any provision of this Ordinance be found unenforceable or invalid, the remaining portions remain in effect.

Ordinance 2020-22 is hereby approved this _____ day of _____, 2020, by the Board of Commissioners of Monroe County, Indiana.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____, Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: April 29, 2020

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: Resolution 2020-16; A resolution approving Food and Beverage Emergency Grants

Vendor # [] If new vendor, enter 'NEW'

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: Food and Beverage Tax Fund

Fund Number 4932

Amount: est \$95,500

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

Executive Summary:

This item will cover the second round of grants necessitated by the COVID 19 emergency. These grants are being reviewed in accordance with the Food and Beverage Grant policy approved by the Commissioners on April 15, 2020. Grant recommendations are being confirmed at this point. The anticipated total amount of grants in this resolution is currently \$95,500. Once confirmed this resolution will be placed on the County webpage.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 4/27/2020

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: 4/29/2020

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

Supplemental Agreement with CHA Consulting, Inc. for the Karst Trail Project

Vendor #

If new vendor, enter 'NEW'

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 [checked]

County IS Pass Through []

Federal Agency: DNR

Federal Program: Next Level Trails Grant

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State: \$2,286.84

Local Match: \$943.16

Total Received:

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

Fund Name: 9107-NLT

Fund Number: 9107-30006

Amount: \$3,230.00

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

Executive Summary:

The supplemental work is for additional survey and data collection research to provide a more accurate right-of-way engineering report.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: Lee Baker

Submitted by: Lisa Ridge

Date: April 23, 2020

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

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

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement is made and entered into _____, 2020, by and between **Monroe County Board of Commissioners**, acting by and through its **Highway Department** hereinafter referred to as "LOCAL PUBLIC AGENCY", and

CHA Consulting, Inc.
300 South Meridian Street
Indianapolis, IN 46225

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY did on April 12, 2019, enter into an Engineering Agreement with the CONSULTANT in relation to the following described project:

Project Development Services for Karst Farm Trail

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to complete additional engineering and other related services for the above described project,

WHEREAS, in order to provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. THE ORIGINAL EXHIBIT "A" SHALL BE SUPPLEMENTED WITH THE ATTACHED. THE ORIGINAL EXHIBIT "D" IS DELETED AND A NEW APPENDIX "D" SHALL READ AS ATTACHED.

II. EXCEPT AS HEREIN MODIFIED, CHANGED AND SUPPLEMENTED, ALL TERMS OF THE ORIGINAL ENGINEERING AGREEMENT DATED APRIL 12, 2019 SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1

CONSULTANT

Monroe County Board of Commissioners

Highway Department
Monroe County, Indiana

CHA Consulting, Inc.
(Typed Firm Name)

Lisa Ridge, Director

David A. Henkel, PE

Vice President

Date:

Attest:

Exhibit "A"

Additional Roadway Design

Objective

The objectives of this task are to:

- Update the Survey Research and Data Collection to provide a more accurate Right of Way Engineering Report.

Deliverables

The deliverable of this section are as follows:

- Locate and Document Section Corners and Property Pins. Collect data on 2-4 section corners depending on how it is laid out. Property Pins numbers is unknown currently. Surveyor will collect all Property Pins that is needed.

Activity

The CONSULTANT will perform extra survey field work described as follows:

- Survey research and data collection, including:
 - Section Corners.
 - Property pins.

Assumptions

- Consistent with original and subsequent work efforts.

Items Specifically Not Included

- None specified.

Exhibit "C"

This Supplemental No.1 work will be delivered within 45 calendar days after the approval of this Extra Work Authorization by the LOCAL PUBLIC AGENCY.

Exhibit "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement (inclusive of the Original Fee plus subsequent supplemental agreements) the Total Not to Exceed Fee of \$109,480.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

Task Item	Task Description	Original Fee	Supplemental #1	Total
a.	Topographic Survey (Certified Engineering)	\$29,900.00	\$3,230.00	\$33,130.00
b.	Permitting (CHA)	\$11,300.00		\$11,300.00
c.	Trail Design and Plans (CHA)	\$53,100.00		\$53,100.00
d.	Utility Coordination (CHA)	\$4,600.00		\$4,600.00
e.	Abstracting and R/W Engineering (Certified Engineering & Dodd Inc.)	\$2,750.00		\$2,750.00
f.	Bidding and Construction Services (CHA)	\$4,600.00		\$4,600.00
	Totals	\$106,250.00	\$3,230.00	\$109,480.00

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to 2 years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 8 (changes in work) of the General Provisions, set out in this Agreement.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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 with Fox Construction for the Monroe County Highway Garage Storm Water Quality Improvements

Vendor # []

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: Stormwater

Fund Number: 1197

Amount: \$218,800.00

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

Executive Summary:

This agreement is necessary for water quality improvements by the salt barn on the highway garage property on Foster Curry Drive. In the past years IDEM has deemed this as a red flag on the audits. This project will make us compliant with IDEM for this issue.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: Lee Baker

Submitted by: Lisa Ridge

Date: April 22, 2020

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 22nd day of April, ²⁰²⁰~~2013~~, by and between Monroe County, Indiana ("Owner") and Fox Construction Company, Inc. ("Contractor"), for the project known as "Monroe County Highway Garage Storm Water Quality Improvements" (the "Project"). Owner and Contractor agree as set forth below:

1. THE WORK. The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. SUPERVISION AND CONSTRUCTION PROCEDURES. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. LABOR AND MATERIALS. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. SUBCONTRACTORS. Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

D. REPRESENTATIONS. Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
2. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and
3. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.
4. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:
 - a. employed or retained any company or person, to solicit or secure this Agreement;
 - b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

E. WARRANTY. Contractor warrants to Owner that the materials and equipment furnished under the Contract Documents shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

It is understood and agreed that the foregoing warranties shall not affect, limit or impair Owner's right against Contractor with regard to latent defects in the Work which do not appear within the applicable warranty period following acceptance of the Work and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by Owner within such warranty period.

2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Plans and the Specifications identified in Exhibit A hereto, and written modifications issued after execution of this Agreement. All references in the Specifications to the "Commissioner" and / or "Department" shall be interpreted to refer and mean the "Owner". All references in the Specifications to the "Engineer" shall be interpreted to refer and mean the Owner or their authorized representative. The Contract Documents form the Contract for Construction and represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and any subcontractor or (2) between any persons or entities other than Owner and Contractor.

Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Plans or Specifications that affect its Work. The coordination of the Plans and Specifications shall be in accordance with Section 105.04 of the Standard Specifications. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Plans but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Specifications or Plans.

Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Plans and Specifications for the Work are suitable and adapted for said Work and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

3. CONTRACT SUM AND PAYMENTS. Owner agrees to pay Contractor for the performance of the Work, for the actual amount of work done and materials in place as measured by the Owner, at the unit prices submitted by the Contractor on the Itemized Proposal dated April 20, 2020, \$ 218,800.00 ("Contract Sum"), which is attached hereto and made a part of this Agreement.

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Sum, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Sum.

A. APPLICATIONS FOR PAYMENT. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. The Owner shall make payments on account of the Agreement, upon acceptance of Application for Payment for

labor and materials incorporated in the Work at the rate of Ninety-five percent (95%) of such value of the Work until the Work is substantially completed. The Contractor will be paid Ninety-five percent (95%) of the monthly estimate, the remaining five percent (5%) will be retained by the Owner. No partial payment will be made nor estimates submitted when the total value of the Work done since the last estimate amounts to less than \$500.00. Any amount withheld as retainage by the Owner will be held until the final completion and acceptance of the work and will be paid with final payment.

Progress payments will be due on the first day of the month and will be paid monthly. At least ten (10) days before the date established for each progress payment, Contractor shall submit to Owner an itemized Application for Payment for operations completed in accordance with the Progress Schedule. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

Before the first Application for Payment, Contractor shall submit to Owner a proposed Progress Schedule allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Owner may require. This Progress Schedule, once approved by Owner, shall be used as a basis for reviewing Contractor's Applications for Payment.

Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

In no instance shall payments exceed Ninety-five percent (95%) of the net value of stored materials or equipment. The requirements for storage and payment for such designated materials shall follow the requirements of the Contract Documents.

B. PAYMENT OF SUBCONTRACTORS AND MATERIALMEN. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors, laborers, material suppliers, and those performing services in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of contract of the Contractor.

The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out

of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project or the site, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. WITHHOLDING OF PAYMENT. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Sum remaining due and owing to Contractor, and charge all such direct payments against the Contract Sum; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. FINAL PAYMENT. When the Contractor completes the work in accordance with the Contract Documents and in an acceptable manner as determined by the Engineer, the Contractor will prepare a final estimate for the work performed and will furnish the Engineer with a copy of the final estimate. Final payment shall not become due until Contractor submits (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

(4) consent of surety, if any, to final payment, and (5) affidavit and waiver of liens from all subcontractors, material suppliers and equipment suppliers used in the prosecution of the work.

The Engineer, acting on behalf of the Owner, will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner will make final payment to the Contractor within one hundred eighty (180) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Sum or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

E. INTEREST. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

4. DATE OF COMMENCEMENT AND COMPLETION. Contractor shall commence its Work promptly upon receipt of written notice from Owner to proceed with the Work, and Contractor shall achieve Final Completion within 90 calendar days subject to adjustments authorized by Owner ("Contract Time"). The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents.

A. COMMENCEMENT. It is not incumbent upon Owner to notify Contractor when to begin (other than the notice to proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

5. MISCELLANEOUS PROVISIONS

A. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Indiana.

B. SUCCESSORS AND ASSIGNS. Owner and Contractor respectively bind themselves, their successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to this Agreement shall assign this Agreement without the

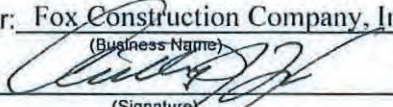
written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

C. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence thereunder.

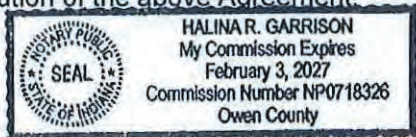
E. E-VERIFY PROGRAM. The Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists.

IN WITNESS WHEREOF, the Contractor does hereby accept the foregoing agreement and has hereunder set his hand this 22nd day of April, ~~2013~~, 2020


Contractor: Fox Construction Company, Inc.
(Business Name)
By: 
(Signature)
Antony J. Fox
(Printed)
President
(Title)

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, the undersigned notary public, on this 22nd day of April, 2020, personally appeared _____ as Contractor and being duly sworn, acknowledged the execution of the above Agreement.



SEAL


(Notary Public - Signature)
Halina R. Garrison
(Notary Public - Printed)

My Commission Expires: 02/03/2027

Residing in Owen County.

IN WITNESS WHEREOF, the Owner does hereby accept the foregoing agreement and has hereunder set his hand this ____ day of _____, 2013.

By: _____
(Signature)

(Signature)

(Signature)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned notary public, on this ____ day of _____, 2013, personally appeared _____ as Owner and being duly sworn, acknowledged the execution of the above Agreement.

(Notary Public - Signature)

(Notary Public - Printed)

SEAL

My Commission Expires: _____.

Residing in _____ County.

EXHIBIT A

THE PLANS AND SPECIFICATIONS

<u>Item</u>	<u>Date</u>	<u>Prepared By</u>
Architectural Drawings	10/29/2019	Michael Chamblee Architect
Site Drawings	12/20/2019	Smith Brehob & Associates
Addendum #1	04/08/2020	Smith Brehob & Associates
Addendum #2	04/10/2020	Smith Brehob & Associates
Addendum #3	04/13/2020	Smith Brehob & Associates
Addendum #4	04/14/2020	Smith Brehob & Associates
Addendum #5	04/15/2020	Smith Brehob & Associates
Proposal	04/20/2020	Fox Construction Company, Inc.

The standard specifications, supplemental specifications and standard drawings to be used for this project are the same as those used for projects let through INDOT based on the letting of the project. This information may be obtained through INDOT.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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

Utility Agreement with Jackson County REMC for utility relocations for the Hunters Creek Road project.

Vendor #

[]

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown [X]

Up Front Payment []

County IS Pass Through []

Federal Agency: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity Des #1702958

Amount Received

Federal: \$23,334.56

State: []

Local Match: \$5,833.65

Total Received: []

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

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$29,168.21

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

Executive Summary:

The agreement is for utility relocations for the Hunters Creek Road reconstruction project, Phase II and III.

Person Presenting: Lisa Ridge

Department: Highway

Attorney who reviewed: Lee Baker

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

Submitted by: Lisa Ridge

Date: April 23, 2020

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

**CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT
(Work by Utility)**

Agreement Amount _\$29,168.21

Des No. 1702958

Agreement Type: Standard

Project No. 1702958

Work Description: New Road Construction

Road: Hunters Creek

County: Monroe

THIS AGREEMENT, made and entered into this _____ day of _____

2020 , by and between Jackson Co. REMC

PO Box K

Brownstown, IN 47220

(Hereinafter referred to as the "Utility"), and Monroe County Highway Department

501 N. Morton Street, Suite 216 Bloomington, IN 47404

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated **\$1,000.00** of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed \$25,000.00. Lump sum payments in excess of \$25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 at seq.

SECTION XIII - GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of

America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

FOR:

(Name of Local Public Agency)

BY:

ATTEST:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared _____

and acknowledged the execution of the foregoing contract on this ____ day of _____ 20__.

My Commission Expires _____

(Signature)

(seal)

(Printed or Typed) (Notary Public)

This document prepared by: _____

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

ATTEST:

Jackson Co REINC
(Utility Name)

(Secretary of Utility-Signature)

Brad Pritchett
(Signature of Officer)

(Secretary's Name, Printed or Typed)

Brad Pritchett
(Officer's Name, Printed or Typed)

VP of Operations & Engineering
(Officer's Position)

ACKNOWLEDGEMENT

State of Indiana County of Jackson SS:

Before me, the undersigned Notary Public in and for said County and State, personally

appeared Brad Pritchett
(Names and offices of signers of Utility)

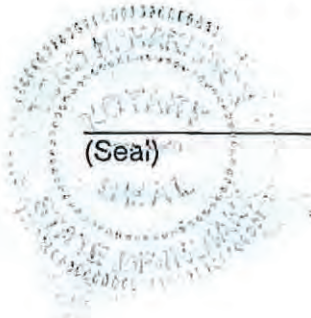
Jackson Co REINC
(Name of Utility)

and acknowledged the execution of the foregoing contract on this 15th day of April 2020.

Witness my hand and seal the said last day.

My Commission Expires 4-24-24

Todd H. Harrison
(Signature)



(Seal)

Todd H. HARRISON
(Printed or Typed) (Notary Public)

Exhibit A

[Type Header text or Logo]

Date: 02/28/2020

Subject:

Utility Relocation Work Plan for:	Jackson County REMG
Facility Type:	Electric

Section 1: General Information

A. INDOT/LPA Project Information

1. DES NO.:	1702958
2. Route Number:	Hunters Creek Road
3. Location:	SR 446 to Tower Ridge Road
4. Work Type:	Road Reconstruction
5. Letting Date:	September 2020
6. Date Work Plan Needed	April 10, 2020
7. Target Date for Utility to be out of conflict with INDOT Project	April 1, 2021
Intermediate Phase	Enter Target Date
Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1. Designated Contact Name:	Todd Harrison
2. Office telephone:	812-358-4458
3. Mobile telephone:	812-521-0285
4. Email address:	tharrison@jacksonremc.com
5. Agency name	Jackson County REMC
6. Address:	PO Box K
7. City, State, Zip Code:	Brownstown, IN, 47220
8. Construction Emergency Contact:	
Name:	Todd Harrison
Number:	812-521-0285

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



[Type Header text or Logo]

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Josshé Palm
2.	Office Telephone:	317-547-5580 ext. 2203
3.	Mobile Telephone:	n/a
4.	Email Address:	jpalm@structurepoint.com
5.	Agency Name:	American Structurepoint
6.	Address:	9025 River Road, Suite 200
7.	City, State, Zip Code	Indianapolis, IN, 46240

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

- A. Describe what types of existing active and inactive facilities are present.
7.3 kV Overhead electric power lines

- B. Describe the location of existing active and inactive facilities.
Beginning at Station 333 to Station 363, located on both sides of Hunters Creek Road

- C. Describe what will be done with existing active and inactive facilities.
Relocate power line to construction limits and within right of way as shown on drawing

- D. Describe the details of the proposed new facilities.
New 7.2kV overhead electric lines, poles, and anchors. REMC can lean pole or provide cover up if needed during installation of new box culvert at Station 340 if required. Will require engineering field visit and 14 days in advance for scheduling.

- E. Describe the proposed location of the new facilities.
See attached drawing

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Enter Date Received Plans>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form



[Type Header text or Logo]

and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

No

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

No

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	0
B.	The expected lead time in calendar days to obtain materials:	30
C.	The expected lead time in calendar days to schedule work crews:	14
D.	If the contractor is being selected by competitive bid what is the date of selection?	N/A
E.	The expected lead time in calendar days to obtain new property interests:	30
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	15 days after letter to proceed
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	60

[Type Header text or Logo]

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

1. Utility A, with a description of the required work.
N/A

2. Utility B, with a description of the required work.
N/A

3. Utility C, with a description of the required work.
N/A

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

1. Work item A
All right of way must be staked and cleared from Station 333 to Station 363 prior to start of construction

2. Work item B
N/A

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: 30 Days

D. The number of calendar days to complete the relocation work: 30 Days

[Type Header text or Logo]

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

See attached

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

See attached

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

See attached

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	<input type="checkbox"/>	<input type="checkbox"/>
A relocation permit from INDOT/LPA:	<input type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")



Signature of Utility Representative

3/6/2020

Date

Lance Adams

Utility Representative Name Printed



[Type Header text or Logo]

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(2.a) has reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR
(2.b) has a reasonable cost for compensable work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	JJR

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:



Utility Coordinator Signature

March 26, 2020


Date

Jeremy Ross

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

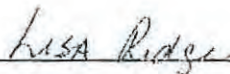
I have reviewed the work plan and found it acceptable.



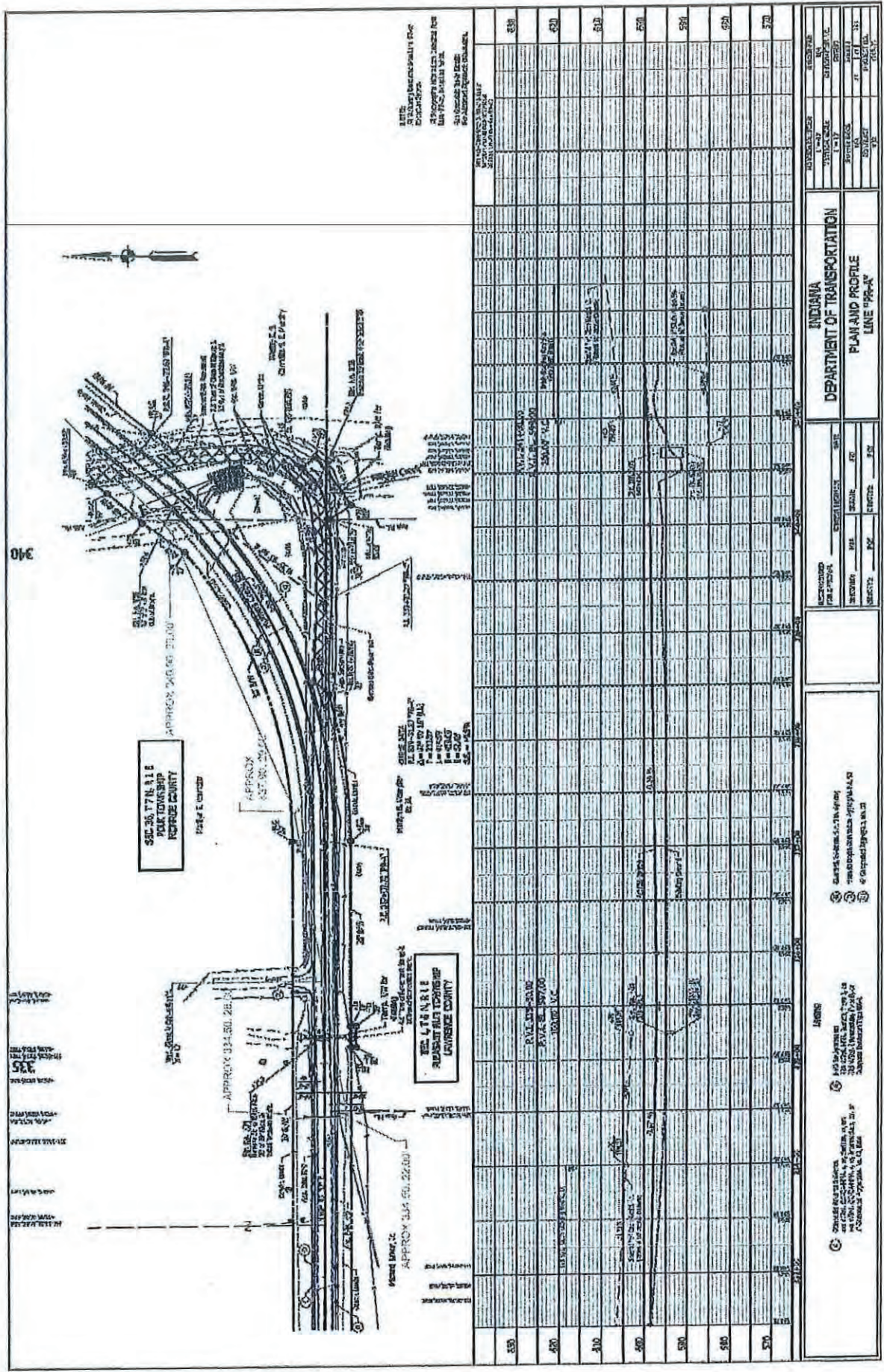
Project Manager Signature (LPA Project – ERC Signature)

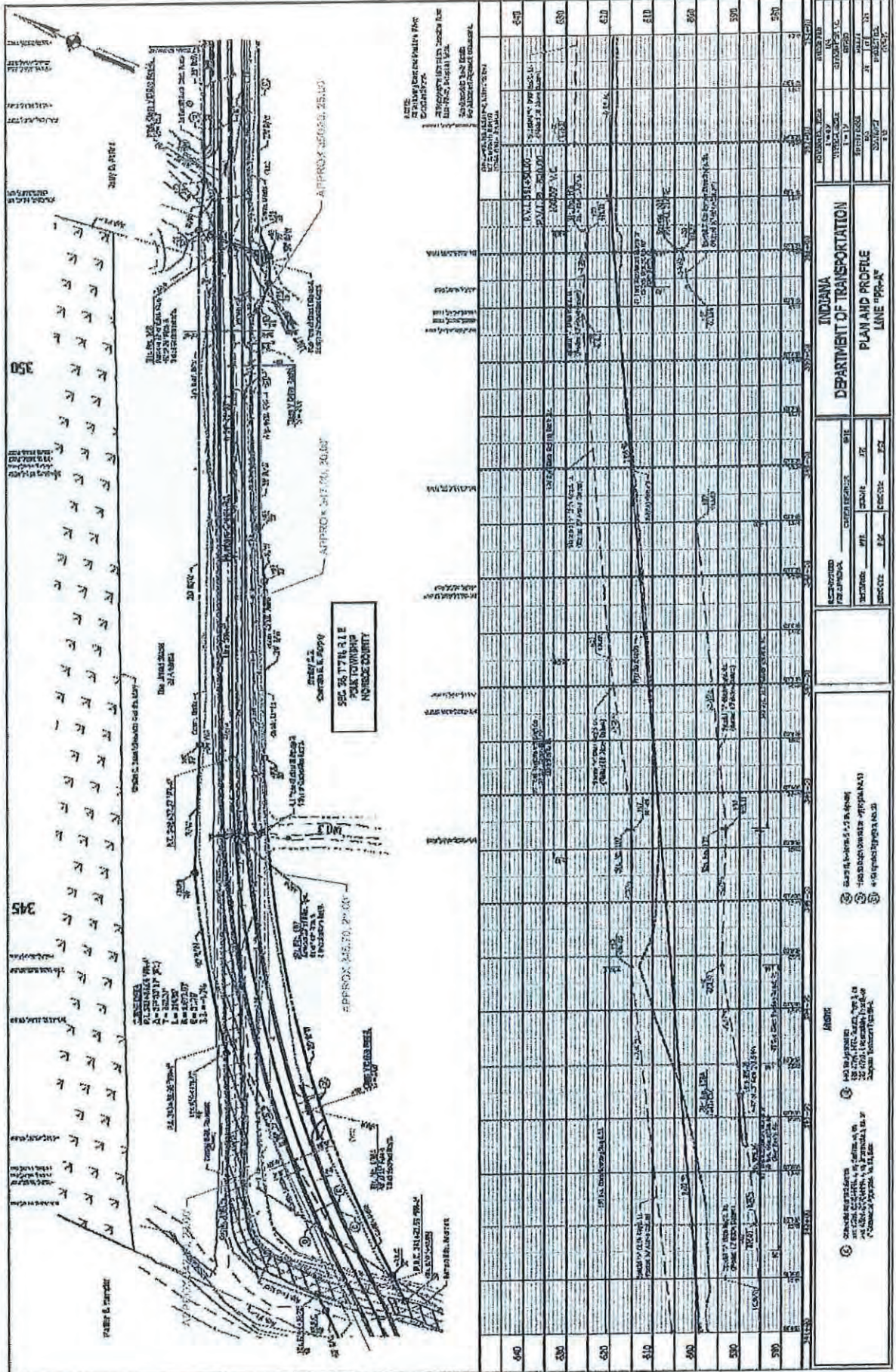
March 26, 2020

Date



Project Manager Signature (LPA Project – ERC Signature)





350

345

APPROX. 456.00, 45.00

APPROX. 517.00, 20.00

APPROX. 445.70, 27.00

APPROX. 445.70, 27.00

APPROX. 445.70, 27.00

NOTE: STATIONING ON THIS PLAN IS BASED ON THE CENTERLINE OF THE ROAD. STATIONING ON THE PROFILE IS BASED ON THE CENTERLINE OF THE ROAD. STATIONING ON THE PROFILE IS BASED ON THE CENTERLINE OF THE ROAD.

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

PROPERTY OWNERS: [List of names and addresses]

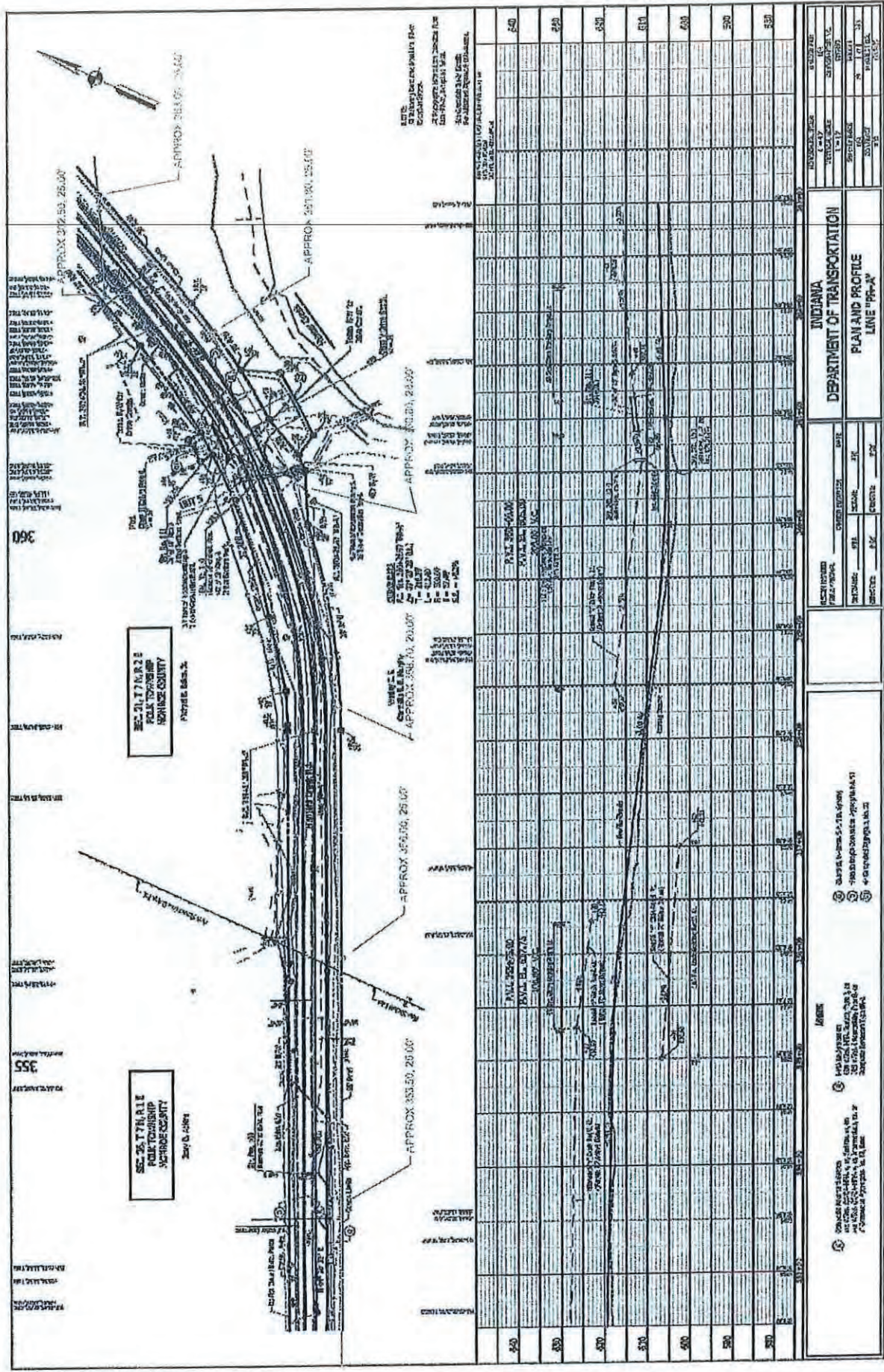
STATION	ELEVATION	REMARKS
345+00	490.00	EXISTING GRADE
345+00	495.00	PROPOSED GRADE
345+00	500.00	PROPOSED GRADE
345+00	505.00	PROPOSED GRADE
345+00	510.00	PROPOSED GRADE
345+00	515.00	PROPOSED GRADE
345+00	520.00	PROPOSED GRADE
345+00	525.00	PROPOSED GRADE
345+00	530.00	PROPOSED GRADE
345+00	535.00	PROPOSED GRADE
345+00	540.00	PROPOSED GRADE
345+00	545.00	PROPOSED GRADE
345+00	550.00	PROPOSED GRADE
345+00	555.00	PROPOSED GRADE
345+00	560.00	PROPOSED GRADE
345+00	565.00	PROPOSED GRADE
345+00	570.00	PROPOSED GRADE
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345+00	580.00	PROPOSED GRADE
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345+00	590.00	PROPOSED GRADE
345+00	595.00	PROPOSED GRADE
345+00	600.00	PROPOSED GRADE
345+00	605.00	PROPOSED GRADE
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345+00	635.00	PROPOSED GRADE
345+00	640.00	PROPOSED GRADE
345+00	645.00	PROPOSED GRADE
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345+00	660.00	PROPOSED GRADE
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345+00	670.00	PROPOSED GRADE
345+00	675.00	PROPOSED GRADE
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345+00	685.00	PROPOSED GRADE
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345+00	700.00	PROPOSED GRADE
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345+00	710.00	PROPOSED GRADE
345+00	715.00	PROPOSED GRADE
345+00	720.00	PROPOSED GRADE
345+00	725.00	PROPOSED GRADE
345+00	730.00	PROPOSED GRADE
345+00	735.00	PROPOSED GRADE
345+00	740.00	PROPOSED GRADE
345+00	745.00	PROPOSED GRADE
345+00	750.00	PROPOSED GRADE
345+00	755.00	PROPOSED GRADE
345+00	760.00	PROPOSED GRADE
345+00	765.00	PROPOSED GRADE
345+00	770.00	PROPOSED GRADE
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345+00	780.00	PROPOSED GRADE
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345+00	805.00	PROPOSED GRADE
345+00	810.00	PROPOSED GRADE
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345+00	860.00	PROPOSED GRADE
345+00	865.00	PROPOSED GRADE
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345+00	875.00	PROPOSED GRADE
345+00	880.00	PROPOSED GRADE
345+00	885.00	PROPOSED GRADE
345+00	890.00	PROPOSED GRADE
345+00	895.00	PROPOSED GRADE
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345+00	905.00	PROPOSED GRADE
345+00	910.00	PROPOSED GRADE
345+00	915.00	PROPOSED GRADE
345+00	920.00	PROPOSED GRADE
345+00	925.00	PROPOSED GRADE
345+00	930.00	PROPOSED GRADE
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345+00	940.00	PROPOSED GRADE
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345+00	955.00	PROPOSED GRADE
345+00	960.00	PROPOSED GRADE
345+00	965.00	PROPOSED GRADE
345+00	970.00	PROPOSED GRADE
345+00	975.00	PROPOSED GRADE
345+00	980.00	PROPOSED GRADE
345+00	985.00	PROPOSED GRADE
345+00	990.00	PROPOSED GRADE
345+00	995.00	PROPOSED GRADE
345+00	1000.00	PROPOSED GRADE

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE
LINE 111111

REVISIONS
NO. DATE BY
1 11/11/11 JKL
2 11/11/11 JKL
3 11/11/11 JKL
4 11/11/11 JKL

DATE: 11/11/11
DRAWN BY: JKL
CHECKED BY: JKL
APPROVED BY: JKL

PROJECT NO. 111111
SHEET NO. 111111
TOTAL SHEETS 111111



REVISIONS	DATE	BY	CHKD

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE
LINE "PP-A"

PROJECT NO.	355-360
SECTION NO.	
DATE	
BY	
CHKD	
DATE	

SECTION 355-360
SOUTH BEND
HUNTER COUNTY

SECTION 355-360
SOUTH BEND
HUNTER COUNTY

SECTION 355-360
SOUTH BEND
HUNTER COUNTY

SECTION 355-360
SOUTH BEND
HUNTER COUNTY



Cost Estimate

Work Order: **INDOT HUNT**

Print Date: 03/19/2020 03:12:52 PM

Job Name:

Staker: Mark W. Smallwood

Description:

Location:

Construction Units (Charge To Customer)

UNIT	DESCRIPTION	QTY	MATERIAL		LABOR		TOTAL
			UNIT COST	TOTAL	RATE	TOTAL	
1/0ACSR	#1/0 ACSR 6/1	5136	\$0.25	\$1,271.67	\$0.79	\$4,082.91	\$5,354.59
30-5	30-5 WOOD POLE	2	\$113.24	\$226.48	\$347.80	\$695.59	\$922.07
40-5	40-5 WOOD POLE	12	\$183.41	\$2,200.94	\$397.48	\$4,769.76	\$6,970.70
A1-1/0	1PH SINGLE SUPPORT STRAIGHT LINE 1/0ACSR	3	\$31.24	\$93.73	\$49.69	\$149.06	\$242.79
A1-1-1/0	1PH DOUBLE SUPPORT 1/0ACSR	1	\$44.41	\$44.41	\$74.53	\$74.53	\$118.93
A2-1/0	1PH 5 TO 20 DEG DOUBLE SUPPORT - 1/0ACSR	6	\$46.09	\$276.52	\$74.53	\$447.17	\$723.68
A4-1/0	1PH 60 TO 90 DEG ANGLE - 1/0ACSR	2	\$82.19	\$164.39	\$149.06	\$298.11	\$462.50
A5-X-1/0	1PH TAP REDUCED TENSION - 1/0ACSR	1	\$46.32	\$46.32	\$99.37	\$99.37	\$145.69
CREW_4MAN	CONSTRUCTION CREW - 4 MEN	9	\$0.00	\$0.00	\$397.48	\$3,577.32	\$3,577.32
E1-3	SINGLE DOWN GUY THRU BOLT 10M	11	\$28.78	\$316.53	\$124.21	\$1,366.34	\$1,682.87
E2-3	SINGLE OVERHEAD GUY THRU BOLT 10M	2	\$36.54	\$73.09	\$149.06	\$298.11	\$371.20
E3-10	GUY GUARD	11	\$3.50	\$38.48	\$24.84	\$273.27	\$311.75
F1-3E	10,000# EXPANSION ANCHOR	1	\$53.70	\$53.70	\$198.74	\$198.74	\$252.44
F1-4E	12,000# EXPANSION ANCHOR	1	\$53.70	\$53.70	\$198.74	\$198.74	\$252.44
F1-4S	12" SCREW ANCHOR	10	\$59.57	\$595.72	\$124.21	\$1,242.12	\$1,837.84
G5T	TRANSFORMER - TRANSFER UNIT	1	\$27.19	\$27.19	\$198.74	\$198.74	\$225.93
K14-1/0	SERVICE DEADEND CLEVIS FOR KT1/0	1	\$7.48	\$7.48	\$24.84	\$24.84	\$32.33
M2-1-1/0	POLE GROUND DRIVEN # 6CU - 1/0	8	\$35.04	\$280.35	\$99.37	\$794.96	\$1,075.31
M2-2-1/0	POLE GROUND BUTT TYPE - 1/0 NEUTRAL	3	\$26.61	\$79.82	\$49.69	\$149.06	\$228.88
M2-4-1/0	POLE GROUND DRIVEN # 4CU	1	\$46.39	\$46.39	\$99.37	\$99.37	\$145.76
				\$5,896.92		\$19,038.10	\$24,935.02

Removal Units (No Charge)

UNIT	DESCRIPTION	QTY	MATERIAL		LABOR		TOTAL
			UNIT COST	TOTAL	RATE	TOTAL	
1/0ACSR	#1/0 ACSR 6/1	6062	-\$0.25	-\$1,500.95	\$0.50	\$3,011.90	\$1,510.95
30-5	30-5 WOOD POLE	2	-\$113.24	-\$226.48	\$226.07	\$452.13	\$225.66
35-5	35-5 WOOD POLE	10	-\$144.63	-\$1,446.26	\$242.21	\$2,422.14	\$975.88
40-5	40-5 WOOD POLE	2	-\$183.41	-\$366.82	\$258.36	\$516.72	\$149.90
A1-1/0	1PH SINGLE SUPPORT STRAIGHT LINE 1/0ACSR	6	-\$31.24	-\$187.47	\$32.30	\$193.77	\$6.31
A2-1/0	1PH 5 TO 20 DEG DOUBLE SUPPORT - 1/0ACSR	3	-\$46.09	-\$138.26	\$48.49	\$145.48	\$7.22
A4-1/0	1PH 60 TO 90 DEG ANGLE - 1/0ACSR	3	-\$82.19	-\$246.58	\$96.89	\$290.66	\$44.07
A5-X-1/0	1PH TAP REDUCED TENSION - 1/0ACSR	1	-\$46.32	-\$46.32	\$64.59	\$64.59	\$18.27
E1-3	SINGLE DOWN GUY THRU BOLT 10M	11	-\$28.78	-\$316.53	\$80.74	\$888.12	\$571.58
E2-3	SINGLE OVERHEAD GUY THRU BOLT 10M	2	-\$36.54	-\$73.09	\$96.89	\$193.77	\$120.68
E3-10	GUY GUARD	11	-\$3.50	-\$38.48	\$16.20	\$178.17	\$139.69
F1-4S	12" SCREW ANCHOR	11	-\$59.57	-\$655.29	\$80.74	\$888.12	\$232.83



Cost Estimate

Work Order: **INDOT HUNT**

Print Date: 03/19/2020 03:12:52 PM

Job Name:

Staker: Mark W. Smallwood

Description:

Location:

UNIT	DESCRIPTION	QTY	MATERIAL		LABOR		TOTAL
			UNIT COST	TOTAL	RATE	TOTAL	
K14-1/0	SERVICE DEADEND CLEVIS FOR KT1/0	1	-\$7.48	-\$7.48	\$16.20	\$16.20	\$8.71
M2-1-1/0	POLE GROUND DRIVEN # 6CU - 1/0	5	-\$32.58	-\$162.92	\$64.59	\$322.95	\$160.04
M2-2-1/0	POLE GROUND BUTT TYPE - 1/0 NEUTRAL	5	-\$24.15	-\$120.73	\$32.30	\$161.48	\$40.74
M2-4-1/0	POLE GROUND DRIVEN # 4CU	1	-\$43.93	-\$43.93	\$64.59	\$64.59	\$20.66
				-\$5,577.61		\$9,810.80	\$4,233.19

Estimate Customer Cost

Customer Sub Total		\$29,168.21
-100% Contingency	\$0.00	\$29,168.21
		\$29,168.21

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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: Application for Section 5311/ 5339 Transit Assistance to Rural Areas Grant with Authorizing Resolution 2020-14

All Grants must complete the following

Is this a grant request? Yes [checked]

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through [checked]

Federal Agency: US Department of Transportation

Federal Program: Formula Grants for Rural Areas

CFDA # 20.509

Federal Award Number and Year: 2021- Award

Or other identifying number

Pass Through Entity: Monroe County Government

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: Rural Transit 20.509

Fund Number: 8106

Amount: TBD

Executive Summary:

This is an APPLICATION. The Monroe County Board of Commissioners are the applicant for the funds and have agreed by Resolution 2020-14 to subcontract with Area 10 / Rural Transit to provide the service. Given COVID-19 and the CARES Act, Rural Transit will have operations funded at 100% and the State PMTF will be used for the capital purchases. As such, no local match is requested for 2021.

Person Presenting: Angie Purdie

Department: BOC

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Angie

Date: 4/29/19

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

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

5333(B) LABOR WARRANTY

Title 49 U.S.C. 5333(b) requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use “a special warranty that provides a fair and equitable arrangement to protect the interests of employees” in order for the Section 5311(i) requirements to apply to Section 5311.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST DOWNLOAD THE DOCUMENT PROVIDED BELOW AND COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT AND TRANSIT PROVIDER. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO “5333(b) SPECIAL WARRANTY” WITHIN THE BLACKCAT APPLICATION.

ONLY UPLOAD THE LAST TWO PAGES OF THE DOCUMENT WHEN COMPLETED AND SIGNATURES OBTAINED.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects

PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought

about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this

arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total

time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within

thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not

merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Last Updated: 02-07-18

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**SPECIAL SECTION 5333(b) WARRANTY
LIST OF PUBLIC TRANSPORTATION PROVIDERS & LABOR UNIONS**

This form must be completed by all Applicants/Recipients. If there are no other eligible providers in your service area, mark a "N/A" under the Other Eligible Providers section.

Applicant: **Monroe County Board of Commissioners** Union Rep.: **N/A**

Transit Provider: **Area 10 Agency on Aging of Monroe & Owen Counties, Inc.**

Service Area Description: **Monroe, Owen, Lawrence, and Putnam Counties**

Operating Assistance

Capital Assistance

**Other 5311 Eligible Providers in
Applicant's Service Area:**

Union Representation (Union & Local #):

Bloomington Transit

Local 2487/AFSCME ALF-CIO #62

Indiana University Bus

AFSCME AFL-CIO #823

**STATEMENT OF ACCEPTANCE OF THE
SPECIAL SECTION 5333(b) WARRANTY**

All Applicants/Recipients must execute the following statement of acceptance:

The **Monroe County Board of Commissioners** and **Area 10 Agency on Aging** agree to make use of the Special Section 5333(b) Warranty developed for exclusive application to the Rural and Small Urban Transit Assistance Program – Section 5311 of the Federal Transit Act, as amended.

The Applicant and Recipient/Contract Provider agree to be bound by the terms and conditions of the Special Section 5333(b) Warranty for its pending Section 5311 assistance grant. This warranty shall become a part of any contract between INDOT and the applicant.

Signed by Applicant

Date

Signed by Transit Provider

Date

Monroe County Board of Commissioners
100 W. Kirkwood Ave., #323
Bloomington, IN 47404
812-349-2550 (Telephone #)
812-349-7320 (Fax #)
apurdie@co.monroe.in.us (E-Mail Address)

NOTE: The Warranty is provided in Appendix F for review.

FTA requires that each sub-recipient post the entirety of the Special Warranty Provisions and all signature pages where affected employees may see it.



AREA 10

AGENCY ON AGING

631 W. Edgewood Drive, Ellettsville, IN 47429 Phone: (812) 876-3383 Fax: (812) 876-9922 www.area10agency.org

MEMORANDUM

To: Monroe County Commissioners
From: Chris Myers, Executive Director 
Date: April 14, 2020
Re: FY 2021 INDOT 5311 Program Grant Renewal
Cc: Angie Purdie, County Administrator; Jeff Cockerill, County Attorney

With coronavirus pandemic and subsequent passage of the CARES Act, INDOT issued new guidance this morning regarding transportation funding through the CARES Act and INDOT's decision affecting the current FY 2020 year as well as our renewal grant year FY 2021. I attach a full copy of the email for your reference and record.

Our FY 2020 grant will end June 30, 2020, instead of the twelve-month original grant. Instead, we must submit to INDOT an 18 month grant budget (operating and capital) for FY 2021 – July 1, 2020 through December 31, 2021. This revised grant period will be funded by CARES Act allocation to meet 100% of the net operating expenses (i.e. total expenses minus fare revenue).

The FY 2021 grant is due May 15, 2020. I have revised our operating and capital budget proposals to be in compliance with INDOT's guidance. Every year, our Rural Transit program relies on a portion of its budget to be supported by general fund appropriations from the four counties we serve. We do not include any local match support from county governments for this FY 2021 budget period. Additionally, our proposed capital replacement budget replaces nine vehicles, all aged and many that haven't been running for some time. Per the 4/14/20 guidance, we budget the local match requirement of \$99,600 to be met by PMTF. The State Budget Agency has not yet approved this PMTF award. Please note should there be any change in that status, INDOT will notify us and adjustments will need to be made.

Therefore, for this incredibly unusual budget renewal application, we are proposing no operating or capital match funds needed from Monroe County Government. For the FY 2022 budget year, it is expected that normal operating support will return from all sources. Please keep this in your mind as we face future renewals.

Required documents needed to upload into INDOT's grant management software BlackCat have been emailed to Angie Purdie. Area 10 seeks your approval of this renewal application and required documents for your signature. Thank you!

Chris Myers

From: Jennings, Todd <TJennings@indot.IN.gov>
Sent: Tuesday, April 14, 2020 8:29 AM
To: Angie Purdie (Monroe County Commissioners); Anita Bowen (Boone County); Anthony Fattore (Tippecanoe County) ; Anthony Peterson (Kosciusko County); Becky Allen (ACCESS Johnson County); Becky Guthrie (Ride Solution); Becky Salaway (Whitley County); Beth Ault (Seymour Transit); Beth Browning (Ride Solution); Betsy Collier (Wells County); Beverly Ferry (Wabash County); Bill Calhoun (Cass County); Bill Kelsay (Sycamore Services) ; Bonnie Valind; Bryan Sergesketter (Washington); Catherine Strother (Orange County); Cathy Martinez (Cass County); Cathy Pelser (Franklin County); Charmaine Dunkel (Starke County); Cheri Perkins (LaGrange County); Cherish Smith (Noble County); Chris Myers; Chuck Martindale; Cindi Martin (Hancock County); Dale Nightingale (WCIEDD); David Benefiel (Madison County Council of Governments); David Lingg (Fayette County); Dawn Layton (Clinton County); Debbie Horton (LifeTime Resources); Debbie Neukam (Washington); Denise Kreais (Steuben County Council on Aging) ; Dennis Parsley (Bedford); Doug Sloan (New Castle); Edie Otte (Seymour); Elaine McGuire (Hamilton County); Elva James (Tippecanoe County) ; Eric Frey (Bedford); Erin Thomas (LifeTime Resources); Gale Spry (White County); Georgia Moudy (Fulton County); Gloria Wetnight; Holly Porter (Newton County); Holly Saunders (Huntington) ; Jackie Frain (Pulaski County); Jackie Wright (Marshall County); Jacque Leuken (Huntingburg); Jamie M. Howard; Jeff Edwards (Marion Transit); Joel Sievers (Knox County) ; Juanita Ohman (White County); Kathy Brehmer (Miami County); Kelly Bauer (Jasper County); Kevin DeCamp (LifeStream); Kurt Krauskopf (Miami County Transit); Lisa Salyers; Lynette Carpenter (KIRPC); Marina Keers; Mark Yaudas (Madison County); Mary Paulsen; Meg Zenk (DeKalb County); Michelle Guidice (LifeTime Resources); Mindi Vaughn (Morgan County); Neisah Wicker (Fayette County Transit); Pam Leming (Marion Transit); Rebecca Kemple (Orange County); Robert Long (Hancock County Transit); Roland Lemus (Harrison County); Rose Book (rosebook@brsinc.org); Rusty Moore - (Fulton County); Terri Quinter (Richmond); Tina Logan - Rush County - Ride Rush (rushseniorcenter1@gmail.com); Trisha Witham (Union County); Vicki Adams(Hancock County Transit)
Cc: McGathey, Mike; Craft, Amy R; Buckel, Larry; Cheryl Thole
Subject: IMPORTANT - CARES Act Funding Notice to Indiana 5311 Recipients

Follow Up Flag: Follow up
Flag Status: Flagged

Managers,

This email is to notify you of INDOT's plan for distributing the recently awarded CARES Act funding to the 5311 rural transit program.

Before overall guidance is provided, I want to be absolutely clear on three points:

1. All of what will be provided is completely contingent upon FTA final approval. We have submitted our grant to FTA today and have received "preliminary approval". Once we receive final approval we will communicate that immediately.
2. The timing of funding availability will cause additional administrative burden. To clarify that point, much of what we will be requesting in regard to budgets, contracts, and other vital documents are going to coincide with the CY2021 5311 application that you are currently completing. We understand that revising what may have already

been completed is additional work. However, we are attempting to implement this funding as quickly as possible to ensure we ease the extreme financial burden all of you are facing.

3. If you are currently or will be receiving Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a 5311 operating project approved under the CARES Act Grant Agreement, you cannot seek reimbursement and duplicate funding for that portion of the operating project that has already been provided by FEMA, another Federal agency, or an insurance company.

With that being said, in order to provide the greatest extent of financial CARES assistance possible please read through the following guidance **carefully**;

- Indiana’s 5311 Program has been awarded \$47.8 million in CARES Act Funding that will be made available from July 1, 2020 thru December 31, 2021.
- Each 5311 sub-recipient will receive an individual award letter that identifies the formula allocated amount for their transit agency by 4:00 PM, April 14, 2020. Award letters will be uploaded to BlackCat and systems will be able to access by clicking Resources tab > Organization Library tab > CARES Act Award Letter folder > CARES Act Award letter
 - NOTE: Awards for each agency are substantial. This is to be taken into account when following budget guidance that will be provided within this email.
- Federal CARES Act Funding will be used to pay for 100% of a transit agencies net operating expenses (less fare revenue) at 100% with NO LOCAL MATCH REQUIRED.
 - CARES Act funding can be used to pay for salaries of staff while furloughed due to COVID-19
 - Although not required, transit systems may want to consider a “temporary free fare” for all services. INDOT has identified this practice being implemented by other transit systems in order to lessen the burden on passengers who may be financially stressed as well. Since CARES Act funding is paying for 100% of net expenses and those expenses will be based on fare revenue that is already at such low levels, it may make sense for your transit system to allow free service during the contract period that CARES funding is being received. Again, this is not required but something to consider.
- CY2020 Federal 5311 funding that is currently being claimed will expire June 30, 2020. Systems will claim the last reimbursement of those funds by submitting their 2nd Quarter claim to INDOT by following the recently implemented claim procedures within BlackCat.
- CARES Act funding will be made available in the 3rd Quarter of 2020. Systems will submit the claims in the same manner by which they have recently been trained. At this time it does not appear that claim forms will change, nor the process for submitting. BlackCat and INDOT are currently in the process of creating a new CARES Act reporting option that systems will be able to choose when ready to complete and submit their first claim for CARES Act funding. Instruction will be provided at the appropriate time.
- CY2021 Operating Project Budgets that are required for the current CY2021 Grant Application within BlackCat should be created to encompass a period covering July 1, 2020 to December 31, 2021. If you have already began to create your budget based on a Jan 1 – Dec 31, 2021 basis, you will need to revise that budget immediately to encompass the time period identified above. Budgets should be created using the CARES Act funding allocation that is provided within your award letter previously mentioned in second bullet of this email. **State PMTF and local funding should not be entered into this budget. The only funding that will be used to pay for net expenses is 100% of the CARES Act funding you will be awarded.**
- The State PMTF you are expecting for CY2021 should be used as local match for any vehicles being requested in the CY2021 grant application. If you have already created capital project budgets within BlackCat, you will need to revise the local to identify the use of that PMTF. PMTF funding used as local match cannot exceed the amount you were awarded in CY2020. **Also as a reminder, if you are requesting multiple vehicles even if they are the same type (i.e. 4 low floor mini vans) you are required to create individual projects for each of the four vehicles requested. You cannot lump together into one project.**
 - **State PMTF funding for CY2021 has yet to be approved by State Budget Agency. The guidance just given to use PMTF for local match for vehicles you want to request within the CY2021 application is**

contingent upon PMTF being awarded. If there is a decrease in the award approved by SBA, INDOT will notify those systems requesting vehicles at the appropriate time to make necessary changes.

- If you are not requesting vehicles in the CY2021 grant application, DO NOT enter any amount of PMTF as local match in your CY2021 operating budget. Remember, all net expenses will be paid for with 100% CARES Act funding.
- CARES Act Contracts are currently being drafted by INDOT. Once you identify that INDOT has uploaded your CARES Funding Award Letter into BlackCat, you should immediately begin creating or revising CY2021 operating project budgets based on the guidance provided above. Remember, budgets should encompass July 1, 2020 thru December 31, 2021 and reflect the “net expenses” minus fare revenue being paid for with 100% Federal CARES Act funding.
- INDOT’s intention is to review the grant applications and new budgets based on original deadline for you to submit the grants by May 15, 2020. Once applications and budgets have been approved, CARES Act contracts will go out for local signatures and the same process for contract approval will apply. We hope to have all fully executed CARES Act Contracts in place by July 1, 2020.

I understand this is an abundance of information and coming at you quick. However, we are trying to provide the most financial assistance possible as quickly as possible. We appreciate your understanding and patience with our office as we work through this process together.

In the meantime, your first step of action is to periodically check for your CARES Award Letter that I will be uploading over the next 8 hours.

QUESTIONS ABOUT CARES ACT FUNDING: IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE INFORMATION JUST PROVIDED PLEASE FOLLOW THE STEPS BELOW:

1. EMAIL YOUR QUESTION TO AMY CRAFT (acraft@indot.in.gov) WITH THE FOLLOWING SUBJECT – “CARES QUESTION”
2. IF MULTIPLE QUESTIONS NEED TO BE ANSWERED, PLEASE NUMBER QUESTIONS WITHIN YOUR EMAIL.
3. FIRST ROUND OF QUESTIONS MAY BE SUBMITTED UP TO 4:00 P.M. FRIDAY, APRIL 17.
4. ONCE QUESTIONS HAVE BEEN SUBMITTED; INDOT WILL PROVIDE A LETTER THAT REVEALS ALL QUESTIONS AND RESPONSES BY 4:00 P.M. APRIL 20.
5. ADDITIONAL ROUNDS OF QUESTIONS WILL BE MADE AVAILABLE AS NEEDED
6. QUESTIONS SUBMITTED OUTSIDE OF THE GUIDELINES ABOVE WILL NOT RECEIVE A RESPONSE

Thank you and please continue to stay safe!

Have a great day!

Todd Jennings

5311 Program Manager
INDOT Public Transit Section
100 North Senate Blvd. Room N955
Indianapolis, IN 46204
Office: (317) 232-1483
tjennings@indot.in.gov



AUTHORIZING RESOLUTION

Subrecipients and/or operators must have the legal capacity to receive Federal and state grants. Subrecipients must be eligible under the specific requirements of the FTA programs. The authority to take necessary actions and responsibility on behalf of the subrecipients must be properly delegated and executed. This means that:

- Subrecipients must have designated a body legally responsible for the overall organization, management, and operation of the transportation system.
- The officials acting on behalf of subrecipients must have the appropriate authority. This is usually documented in an authorizing resolution passed by the governing body.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST COMPLETE THE TEMPLATE PROVIDED BELOW. FORM MUST BE COMPLETED AND APPROPRIATE SIGNATURES OBTAINED. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO "AUTHORIZING RESOLUTION" WITHIN THE ONLINE APPLICATION OF BLACKCAT.

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AUTHORIZING RESOLUTION

Resolution No. 2020-14

Resolution authorizing the filing of an application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants for public transportation projects.

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY **Monroe County Board of Commissioners:**

1. That **Julie Thomas** on behalf of **Monroe County board of Commissioners** is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.
2. That **Area 10 Agency on Aging** is authorized to execute and file an application on behalf of **Monroe County Board of Commissioners** with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That **Area 10 Agency on Aging** is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That **Area 10 Agency on Aging** is authorized to execute grant contract agreements on behalf of **Monroe County Board of Commissioners upon their approval.**

SIGNED this 29th day of April, 2020

Julie Thomas, President Board of Commissioners

ATTEST:

Catherine Smith, Auditor

4-29-2020
Date

CATEGORICAL EXCLUSION CLASSIFICATION OF CAPITAL PROJECTS CHECKLIST

The following checklist identifies transit projects that are considered Categorical Exclusions (CEs) by FTA. Please check the category or categories under which your project should be classified. If your project does not fall under any of the standard categories, but you feel it meets the criterion of a CE (the project will have no significant impact on the environment), then provide project information justifying a Categorical Exclusion classification.

The **(enter name of grant applicant)** capital project is a categorical exclusion because it is for:

- Planning and technical studies which will not fund the construction of facilities or acquisition of capital equipment.
- Engineering to define the elements of a proposal or alternatives sufficiently so that environmental effects can be assessed.
- Ridesharing activities and transportation corridor fringe parking facilities.
- Program administration and technical assistance activities by the applicant to administer Section 5311 funds.
- Project administration and operating assistance to continue existing service or increase service to meet demand.
- Purchase of vehicles** of the same type (same mode) either as replacements or to increase the size of the fleet where such increase can be accommodated by existing facilities or by new facilities which themselves are within a categorical exclusion.
- Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where no additional land is required and there is no substantial increase in the number of users.
- Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant physical impacts off the site where the facility is located.
- Installation of signs, small passenger and bus shelters, and traffic signs where no substantial land acquisition or traffic disruption will occur.
- Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.
- Acquisition of land in which the property will not be modified, the land use will not be changed, and displacements will not occur. For projects other than FTA advance land loans, this categorical exclusion is limited to the acquisition of minor amounts of land. This is undertaken for the purpose of maintaining the current land use and preserving alternatives to be considered in the environmental process. Advance land acquisition shall not limit the evaluation of alternatives, including shifts in alignment for a construction project, which may be required in the National Environmental Policy Act process.
- Emergency repairs under 23 U.S.C. 125 which do not substantially change the design and are commenced during or immediately after the occurrence of a natural disaster or catastrophic failure.

Julie Thomas, President Board of Commissioners

04/29/2020 _____
Date

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

REQUIRED DOCUMENTATION INSTRUCTION: ALL APPLICANTS REGARDLESS OF WHETHER REQUESTING CAPITAL FUNDING FOR NEW VEHICLES MUST CERTIFY THE PROPER AND COMPLIANT TRANSIT USE OF ALL PROJECT EQUIPMENT AND FACILITIES, NEW OR PREVIOUSLY PURCHASED. APPLICANTS MUST OBTAIN THE REQUIRED SIGNATURE ON THE FORM PROVIDED AND UPLOAD TO “CERTIFICATION OF USE OF CAPITAL EQUIPMENT” WITHIN BLACKCAT APPLICATION.

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CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

On behalf of **Monroe County Board of Commissioners**, I hereby certify that Project equipment, facilities and property purchased with federal transit funding continues to be used in accordance with the terms and conditions of all applicable capital and operating grant agreements, and that no part of the local contribution has been refunded or reduced.

Julie Thomas, President Board of Commissioners

04-29-2020

Date

CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

REQUIRED DOCUMENTATION INSTRUCTION: ALL APPLICANTS REGARDLESS OF WHETHER REQUESTING CAPITAL FUNDING FOR NEW VEHICLES MUST CERTIFY THE PROPER AND COMPLIANT TRANSIT USE OF ALL PROJECT EQUIPMENT AND FACILITIES, NEW OR PREVIOUSLY PURCHASED. APPLICANTS MUST OBTAIN THE REQUIRED SIGNATURE ON THE FORM PROVIDED AND UPLOAD TO "CERTIFICATION OF USE OF CAPITAL EQUIPMENT" WITHIN BLACKCAT APPLICATION.

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CERTIFICATION of USE of PROJECT EQUIPMENT AND FACILITIES

On behalf of **Monroe County Board of Commissioners**, I hereby certify that Project equipment, facilities and property purchased with federal transit funding continues to be used in accordance with the terms and conditions of all applicable capital and operating grant agreements, and that no part of the local contribution has been refunded or reduced.

Chris Myers, Director Area 10/ Rural Transit

Signature of Authorized Official of Applicant

Date

FTA CERTIFICATIONS and ASSURANCES

APPLICANTS MUST DOWNLOAD THE FOLLOWING DOCUMENT WITHIN THE APPROPRIATE SECTION OF THE ONLINE APPLICATION. SYSTEMS MUST COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO THE APPROPRIATE SECTION OF THE ONLINE APPLICATION.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317-200.326 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency.
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification.
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust,} joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601-609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) **The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—**
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that —
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;**
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;**
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and**

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601-609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

The Applicant certifies to the applicable provisions of categories 01-20; (mark with 'x')

or;

The Applicant certifies to the applicable provisions of the categories it has selected:

Category (mark all applicable provisions with 'x')

- 01 Certifications and Assurances Required
- 02 Public Transportation Agency Safety Plans
- 03 Tax Liability and Felony Convictions
- 04 Lobbying
- 05 Private Sector Protections
- 06 Transit Asset Management Plan
- 07 Rolling Stock Buy America Reviews and Bus Testing
- 08 Urbanized Area Formula Grants Program
- 09 Formula Grants for Rural Areas
- 10 Fixed Guideway Capital Investment Grants
- 11 Grants for Buses and Bus Facilities Programs
- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training Oversight
- 17 Demand Response Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: **Monroe County Board of Commissioners**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Julie Thomas, President Board of Commissioners (Authorized Representative of Applicant)

AFFIRMATION OF APPLICANT'S ATTORNEY

Monroe County Board of Commissioners

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Jeff Cockerill Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

To receive a grant under any FTA-administered programs, INDOT must annually assure FTA that the subrecipients meet certain requirements. INDOT must maintain adequate files documenting the basis for all local assurances which the subrecipient makes to INDOT.

REQUIRED DOCUMENT INSTRUCTION: APPLICANTS MUST COMPLETE THE TEMPLATE PROVIDED BELOW. FORM MUST BE COMPLETED BY OBTAINING THE APPROPRIATE SIGNATURES. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO "LOCAL FINANCIAL ASSURANCES" WITHIN THE ONLINE APPLICATION OF BLACKCAT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

LOCAL FINANCIAL ASSURANCES

The **Monroe County Board of Commissioners** hereby assures and certifies with respect to this application for Section 5311/5339 assistance that:

1. The Applicant has the requisite fiscal, managerial, and legal capability to carry out the Section 5311/5339 Program and to receive and disburse federal and state funds.
2. Some combination of state, local, and/or private funding sources has or will be committed to provide the required local share through the period of service identified within the grant contract.
3. The Applicant has or will have by the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
4. Private for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transit services.
5. The Applicant has to the maximum extent feasible coordinated with other transportation providers and users, including social service agencies capable of purchasing service.

Signed this 29th day of April, 2020

Julie Thomas, President Board of Commissioners

PASS-THROUGH AGREEMENT

In some cases, FTA permits the states to use an eligible subrecipient as a pass-through in order to funnel money to another eligible applicant. When the lower tier recipient would also be an eligible recipient, the arrangement is not a third-party contract (*e.g.*, state awards funds to a public agency that in turns gives the funds to an otherwise eligible recipient). It is important for the reviewer to ascertain the relationship between the grantee and lower tier contractors and establish whether the arrangement is a legitimate “pass-through” or a third-party contract. Beginning in 2000, INDOT expressly permits nonprofit organizations to serve as a lower tier subrecipient provided that the nonprofit is specifically designated in the grant application and that an otherwise eligible recipient has adopted a resolution that designates the nonprofit agency as a recipient of funds.

REQUIRED DOCUMENT INSTRUCTION: IF FUNDS ARE BEING FUNNELED THROUGH TO A LOWER TIER RECIPIENT, APPLICANTS MUST COMPLETE THE TEMPLATE PASS-THROUGH AGREEMENT PROVIDED BELOW. FORM MUST BE COMPLETED BY OBTAINING THE APPROPRIATE SIGNATURES. ONCE COMPLETED, THE DOCUMENT MUST BE UPLOADED TO “PASS-THROUGH AGREEMENT” WITHIN THE ONLINE APPLICATION OF BLACKCAT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Pass-through Agreement

THIS AGREEMENT made this **29th day of April, 2020**, among the **Monroe County Board of Commissioners** (hereinafter referred to as the “Applicant”) and **Area 10 Agency on Aging** a private nonprofit corporation, (hereinafter referred to as the “Service Provider”), by its duly authorized representative(s), whose mailing address is: **631 W. Edgewood Dr., Ellettsville, IN 47429**.

WITNESSETH

WHEREAS, the Applicant has made application for the Operating and/or Capital Assistance Program under section 5311 of the Federal Transit Act with the Application incorporated and made a part of this Agreement.

WHEREAS, the goals of the Operating and Capital Assistance Programs are **to enhance access to people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment.**

WHEREAS, the Service Provider has the expertise and desire to provide said transportation; and

WHEREAS, the Applicant has agreed by resolution to subcontract with the Service Provider.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Applicant and Service Provider agree as follows:

SECTION I: Purpose

The purpose of this Agreement is to provide for the undertaking of rural public transportation services to the general public in and around **Monroe, Owen, Lawrence, and Putnam counties**, Indiana.

SECTION II: Project Implementation

The Service Provider agrees, based on the Grant Assistance provided, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation (“INDOT”) and the Federal Transportation Administration (“FTA”) in accordance with the terms and conditions of this Agreement.

SECTION III: Project Duration

The Service Provider shall commence activities associated with the Project from **07/1/2020 to 12/31/2021**, as described in the 5311/5339 Application and other required documents requested by FTA and INDOT.

SECTION IV: Level of Funding

Reimbursement to the Service Provider shall be through a cost reimbursement contract. These expenditure levels are contingent upon the necessary State and Federal funds to operate the Project. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

SECTION V: Eligible Project Expenditures

Project expenditures eligible for reimbursement under the Cost Reimbursement Contract are only for those expenditures which are eligible for Section 5311 reimbursement and are further identified in the budget form accompanying the Applicant's Application.

Federal Office of Budget and Management Circular 2 CFR 200 shall be used as guidance in establishing cost principals applicable to the grant.

SECTION VI: Reimbursement

Eligible Project costs will be reimbursed to the Service Provider by the Applicant on a quarterly basis and no later than 3-5 business days after the Applicant has received payment by INDOT.

SECTION VII: Financial Statement

The Service Provider shall submit to the Applicant, no less than 14 days prior, quarterly operating claims, capital claims, financial statements, records, and fiscal documents that are required for Applicant review and approval prior to submission of such documents to INDOT or FTA as may be deemed necessary. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the Budget accompanying the Applicant's Application. **Furthermore, the Service Provider shall attend no less than quarterly, commissioner or applicant governing board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents. Service Providers must also submit to the Applicant an annual certified audit performed by an independent Certified Public Accountant ("CPA").** The Service Provider shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

SECTION VIII: Audit and Inspection

The Service Provider shall permit the Applicant, INDOT, FTA, or their authorized representative, to inspect all vehicles, facilities and equipment purchased by the Applicant, including those obtained through the Section 5311 Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment and all relevant Project data and records. **The Service Provider shall also permit the above-named persons to the books, records and accounts of the Service Provider pertaining to the Project. Service Provider will be subject to audits and inspections at any time, and without notice if necessary, by the applicant, INDOT and FTA to ensure compliance of the Service Provider.** Any overpayment to the Service Provider as determined by an audit must be immediately refunded to the Applicant.

SECTION IX: Use of Applicant's Equipment

Any vehicles, equipment or facilities purchased under the Section 5311/5339 Assistance Program and titled in the name of the Applicant, hereinafter referred to as "Capital Assets," are hereby leased to the Service Provider for an annual fee of \$1.00. The vehicles, equipment or facilities covered by this lease shall only be used by the Service Provider for the purpose of rural public transportation services. **Any fares, fees or other proceeds, including leases or sub-lease obtained by the Service Provider, shall be**

used in the performance of the transportation services and shall be reported quarterly to the Applicant. Any such proceeds shall be deducted from the monthly operating costs as allowed.

The Service Provider will maintain minimum levels of proper liability, collision, and property damage insurance for the service provided in conjunction with Indiana Insurance requirements required for for-hire transportation providers.

Upon the release of Capital Assets by FTA and INDOT, or in the event the Project is terminated, the Applicant will transfer ownership of any Capital Assets for which the Service Provider has provided the required local matching funds to the Service Provider.

SECTION X: Consultant Contracts

Contracts for consultant services in excess of \$10,000 must be submitted by the Service Provider for review and prior approval by the Applicant, INDOT and FTA. The Applicant and/or Service Provider will abide by the requirements of FTA Circular 4220.1F (Third Party Contracting Requirements) in procuring services.

SECTION XI: Project Monitoring and Evaluation Data

The Service Provider shall provide all data for the monitoring and evaluation of the Project as requested by the Applicant, INDOT and/or FTA. The Service Provider shall provide necessary information such as ridership, vehicle, hours of service, operations costs and revenues when such information is requested by the Applicant, INDOT and/or FTA.

SECTION XII: Changes in Project Scope or Budget

The Service Provider shall immediately notify the INDOT, FTA and the Applicant of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

SECTION XIII: Labor Protection

Provisions of the Department of Labor Special Section 5333(b) Warranty signed by the Service Provider and the Applicant are hereby incorporated into this Agreement.

SECTION XIV: Equal Employment Opportunity

In connection with the execution of this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and treated fairly during their employment. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer, recruitment, or advertising, layoffs, or termination, rate of pay, or other forms of compensation; and selection for training including apprenticeship.

SECTION XV: Non-Discrimination

The Service Provider agrees that as a condition to the Agreement that no otherwise qualified disabled person shall, solely by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, income status, or limited English proficiency, be excluded from participation in, be

denied, the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Applicant through funding by the United States Department of Transportation.

SECTION XVI: Civil Rights Act of 1964

The Service Provider shall comply with all requirements imposed under Title VI of the Civil Rights Act of 1964 (78 Stat. 252), as amended, and any and all regulations issued pursuant thereto (CFR Title 49, Subtitle A, Part 21).

SECTION XVII: Section 5311 Program Compliance

The Service Provider shall comply with all other assurances and regulation included in the Section 5311 Program as cited in the 5311/5339 Application.

SECTION XVIII: Termination

The Applicant may, by written notice to the Service Provider, terminate the Project and cancel this Agreement.

SECTION XIX: Agreement Changes

Any proposed change in this Agreement must have the approval of both the Applicant and the Service Provider prior to becoming effective.

SECTION XX: Dispute

Any dispute concerning a question of fact in connection with purposes contained within this Agreement shall be referred to the Commissioner of INDOT, whose decision shall be final.

SECTION XXI: Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless the Applicant for all damage to life and property due to activities of the Service Provider, its subcontractors, agents or employees, in connection with the execution of the Project.

SECTION XXII: Employment Eligibility Verification

All Indiana governmental employers are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have “public contracts for services” with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (*i.e.* state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search www.everify.uscis.gov/enroll.

IN WITNESS WHEREOF, Area 10 Agency on Aging and the Monroe County Board of Commissioners have caused this Agreement to be executed in their respective names.

EXECUTED THIS ____ **DAY OF** _____, **20** ____

Julie Thomas, President Board of Commissioners

Signature of Authorized Service Provider Representative

CERTIFICATION OF APPLICANT’S ATTORNEY

I affirm that to the best of my knowledge the Applicant and Service Provider are in total compliance with all items and conditions of the grant agreement executed between the Indiana Department of Transportation and the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances or of the performances of the Project.

Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant, Service Provider and INDOT.

By: Jeff Cockerill, Attorney

Signature

4/29/2020

Date

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 4/29/2020

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 with Ken's Westside Services for the maintenance and repair of the MCG non heavy duty Fleet vehicles.

Vendor # [] If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: County General

Fund Number 1000-0161

Amount: As budgeted in FLEET FUND

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:

While trying to improve the maintenance of our non heavy duty county fleet vehicles it was brought to our attention the use of highway department staff, materials, and supplies did not meet the requirements of IC 8-14-1-4
MVH Permissible use of Funds: requirement which states the use of MVH funds
"Shall be used for construction, reconstruction, preservation, and maintenance of the highways of the respective counties....."
Although we were paying for services and parts we were not accounting for overhead and personnel expenses. After considering the costs associated with the use of our Hwy staff versus contracting out the service and the increased maintenance expectations for the Non heavy duty fleet vehicles, it was determined contracting out the service of these vehicles was a better solution for the County as a whole. The Highway Department can focus solely on their own vehicles thus ensuring they are safe and ready for use by Highway personnel.
After reviewing some local vendors who expressed an interest in providing these services, it was determined Ken's Westside was going to be able to provide the service and vehicle inspection reports necessitated by outsourcing this service.

Person Presenting: Angie Purdie

Department: BOC

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

Submitted by: Angie Purdie

Date: 4/27/20

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 Page 129 of 136

Ken's Westside Services

Agreement for Vehicle Maintenance, Repair, Inspection and Towing Services

This Agreement made and entered into this 27th day of April, 2020, by and between Monroe County Government; the Monroe County Board of Commissioners (hereafter "Board of Commissioners") and Ken's Westside Services & Towing, LLC, (hereafter "Ken's Westside") a private enterprise in the business of providing motor vehicle maintenance and towing services (hereafter "Maintenance and Towing Service")..

The Monroe County Board of Commissioners maintain an extensive and diverse fleet of motor vehicles necessary for the operation of Monroe County Government. These vehicles are used by multiple Monroe County Government departments; including but not limited to, the Monroe County Sheriff's Department. It is essential our law enforcement and other departmental vehicles are maintained properly, repaired and inspected on a regular bases to ensure their functionality and the safety of the drivers and the citizens of Monroe County.

The Monroe County Highway Department has been providing the maintenance and general repair of the non-heavy duty, fleet vehicles until it was brought to the County's attention this is not the proper use of the Highway Department staff. After looking at a cost benefit of continuing to use the highway department staff, reimbursing them for their work, the increased paperwork that would be involved, the required separate parts inventory, the need for better service for both Highway and the non-heavy duty vehicles, it was determined it would be more efficient and allow for improved service to both departments by outsourcing the maintenance, repair, and inspection of the non-heavy duty fleet.

The Monroe County Board of Commissioners along with the Highway Director and Highway Supervisor reviewed local agencies to provide maintenance, repair, and inspection services.

Based upon a more robust and documented inspection process, equitable fee proposal, and a clearly defined communication process between the vendor and the County, the Monroe County Board of Commissioners have elected to engage Ken's Westside Services for the maintenance, repair and inspection of the non-heavy duty Monroe County Fleet vehicles.

Article 1

Terms of Engagement

1. The Monroe County Board of Commissioners now elects to engage Ken's Westside Services to perform vehicle maintenance, repair, inspection and towing services, on an as needed basis, for the non-heavy duty Monroe County Fleet vehicles.
2. Ken's Westside shall provide all maintenance, inspections, and those repairs within their capacity. Any repair outside their capacity will be referred to the appropriate provider after communicating with Monroe County.
3. All towing services will be done in a manner that conforms to all applicable local, state, and federal law, rules and regulations.
4. This Agreement shall become effective upon the signature of both parties and shall remain in full force and effect until terminated by either party upon thirty days (30) days written notice to the other party.

Article 2

Terms of Maintenance and Towing Services

Maintenance and towing services shall be available from 8:00 a.m. through 5:00 p.m., five (5) days a week. Ken's Westside must have equipment with wheel-lift capability, which is sufficient to recover an off-road vehicle, and to transport at least one (1) motorcycle.

Ken's Westside shall respond promptly and reasonably to all requests for maintenance services and towing requests, and if incapable of prompt response or repair, shall communicate such to the authorized requester.

Ken's Westside shall perform mechanical repairs based upon an hourly labor rate of Seventy- Five Dollars (\$75.00). Parts mark-up shall not exceed Thirty Percent (30%) on any single part and shall not exceed Five Hundred Dollars (\$500.00) in total, per part.

Ken's Westside shall provide routine maintenance which shall be documented on the attached Monroe County Government Maintenance I Safety Inspection form based upon a service fee in the amount of Thirty-Seven Dollars Fifty Cents (\$37.50) per half hour. An inspection report will be provided to Monroe County Government for each vehicle. Inspection cycles will be established based upon the use of the vehicle and as agreed in writing by the Commissioners.

Ken's Westside shall provide general repairs (those within their capacity) at the labor rate of seventy-five dollars (\$75.00) per hour. Repairs that are under manufacturer warranty or are better served by a dealership or an auto body specialist will be referred to the appropriate entity after communication and approval from Monroe County.

Ken's Westside shall work with the vendors already under contract with and providing services to Monroe County Government for tire and fleet parts thus ensuring the best tire and part rates for Monroe County.

Ken's Westside shall provide light duty towing and winch retrieval of County Government vehicles within Monroe County, Indiana at the flat rate of Eighty-Five Dollars (\$85.00) and roadside services at a flat rate of Fifty Dollars (\$50.00). Vehicles outside of Monroe County that require towing will be assessed an additional \$3.00/mile for ½ of the total trip.

A recovery fee may apply in the event of logistical difficulties or complications associated with the retrieval of a vehicle that requires the use of specialized equipment. This recovery fee will not exceed \$1000.00

Ken's Westside recognizes the security issues associated with law enforcement vehicles and will provide such secured parking for vehicles that must remain overnight.

Article 3

Warranty, Indemnification and Insurance

Ken's Westside shall provide an in-house warranty of one (1) year or twelve thousand (12,000) miles on parts and labor unless an extended warranty is provided by the manufacturer. Ken's Westside shall comply with applicable manufacturer's parts and labor warranties. All warranties exclude abuse, negligent operation and ordinary wear and tear.

Ken's Westside shall provide proof of General Commercial and Garage Keepers liability insurance and worker's compensation insurance and identify the Monroe County Commissioners as a certificate holder or additional insured.

Ken's Westside assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of its duties and obligations and agrees to indemnify and save harmless the Commissioners from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of its duties and obligations required by this Agreement, except such claims, costs or suits arising out of the fault of the Commissioners, its representatives and of its employees.

Article 4

Employment Related Matters

In the performance of services pursuant to this Agreement, it is agreed that Ken's Westside, any of its subcontractors, or any person acting on its behalf shall not, in any manner prohibited by law, discriminate against or intimidate any employee or job applicant with respect to a person's, hire, tenure, terms, conditions or privileges of employment, or any unlawful matter directly or indirectly related to employment, because of the person's race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the duties and responsibilities of the position.

It is further agreed that upon demonstrative evidence and objective proof of discrimination by Ken's Westside, a reasonable penalty may be imposed by the Commissioners, for each incidence of discrimination against or intimidation in violation of this Agreement. If a second or subsequent violation occurs, this Agreement may be terminated. It is further agreed that a breach of this covenant may be considered a material breach of this Agreement.

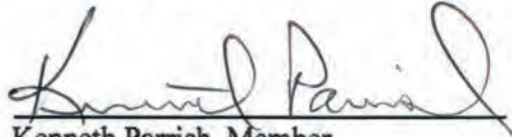
Ken's Westside shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, however is not required to verify the work eligibility status of all newly hired employees through the E-Verify program, if the E-Verify program no longer exists. Ken's Westside must sign an affidavit affirming that it does not knowingly employ any undocumented aliens.

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

It is understood and agreed that Ken's Westside executes this Agreement as an independent contractor and shall not be considered an employee or agent of the Commissioners, Boards or Departments of Monroe County government for any purpose. Ken's Westside shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Ken's Westside shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

IN WITNESS WHEREOF, the parties execute this Agreement for Maintenance, Repair, Inspection and Towing Services this 27th date of April, 2020.

**Ken's Westside Service
& Towing LLC**



Kenneth Parrish, Member

Monroe County Board of Commissioners

Julie Thomas, President

**MONROE COUNTY GOVERNMENT
MAINTENANCE/SAFETY INSPECTION**

KEN'S WESTSIDE SERVICE & TOWING, LLC.
3111 W. VENTURE BLVD.
BLOOMINGTON, IN 47404
(812)336-9050

NAME _____
DATE _____
R.O.# _____
VEH. _____
TECH. _____

UNDER-HOOD

Fluid Levels

- | OK | Needs Service | Remarks |
|--------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Engine crankcase _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Brake master cylinder _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Power steering _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooling system _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Windshield washer _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Clutch master cylinder _____ |

Belts/Hoses

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Belts (fan, A/C, alternator, other) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Hoses (radiator, heater, PCV, vacuum, fuel line, power steering) _____ |

Cooling System

- | | | |
|--------------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Pressure test _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Coolant condition _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Fan _____ |

Battery

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | State of charge _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | General condition (dirty, damaged, bad cables/terminals, etc.) _____ |

Emission

- | | | |
|--------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | PCV valve and system _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Vapor canister _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | EGR valve _____ |

Filters

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Air _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuel (check service sticker for last change if available) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Oil (check lube sticker for last change) _____ |

Air Conditioner

- | | | |
|--------------------------|--------------------------|----------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Output _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Clutch _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Controls _____ |

Other

- | | | |
|--------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Valve cover gasket _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Windshield wiper/motor _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Horn _____ |

ROUND-THE-CAR

Vision

- | OK | Needs Service | Remarks |
|--------------------------|--------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Headlights _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Other exterior lights _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Wiper blades (front/rear) _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Mirrors _____ |

Tires

- | | | |
|--------------------------|--------------------------|----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Inflation _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Wear and general condition _____ |

UNDER-CAR

Steering

- | OK | Needs Service | Remarks |
|--------------------------|--------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Worn, loose or bent parts _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Lube seals _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Adjustments _____ |

Suspension

- | | | |
|--------------------------|--------------------------|------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Shock absorbers/struts _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Springs _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Stabilizers _____ |

Brakes

- | | | |
|--------------------------|--------------------------|------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Lining _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Hydraulics _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Parking _____ |

Exhaust System

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Muffler, pipes, clamps, hangers _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Catalytic converter, heat shields _____ |

Fluid Leakage

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Engine, transmission, other components _____ |
|--------------------------|--------------------------|--|

Additional Comments: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: Mindy Teach PHONE (A/C, No, Ext): (812) 355-2598 E-MAIL ADDRESS: MindyT@figprotects.com		FAX (A/C, No): (812) 512-1774	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Auto-Owners Insurance Co		18988	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL1911403174 REVISION NUMBER:

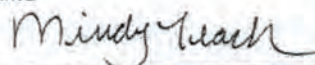
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4736232803	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> GARAGE						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4736232804	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	09240868	11/25/2019	11/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	On Hook Liability Garagekeepers			4736232803	11/25/2019	11/25/2020	Limit 650,000 Limit 650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County Government is additional insured with regards to the garage liability.

CERTIFICATE HOLDER**CANCELLATION**

Monroe County Government 100 W Kirkwood Ave Rm 322 Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pence Brooks Bolander & Shepherd Insurance 802 East Main Street PO Box 825 Greenfield IN 46140-0825		CONTACT NAME: Emily Tevebaugh PHONE (A/C, No, Ext): (317) 462-9204 FAX (A/C, No): (317) 462-7284 E-MAIL ADDRESS: etevebaugh@shepherdins.com	
INSURED Ken's Westside Service & Towing LLC 3111 W Venture Blvd. Bloomington IN 47404		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Ins	NAIC # 20230
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1982390536

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP9924668	08/21/2019	08/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 OTH \$ 250,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP9924667	08/21/2019	08/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers/OnHook & Cargo Legal Liability			CLP9924668	08/21/2019	08/21/2020	Amount \$700,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Monroe County Government is listed as additional insured for general liability.

CERTIFICATE HOLDER**CANCELLATION**

Monroe County Government 100 W Kirkwood Ave Rm 322 Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Emily Tevebaugh</i>
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