



MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA

AUGUST 26, 2020

10:00 am

VIA ZOOM

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video.

In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location+1 312 626 6799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**
- III. DEPARTMENT UPDATES**
- IV. PROCLAMATION**
- V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- VI. APPROVAL OF MINUTES**
 - AUGUST 19, 2020**
- VII. APPROVAL OF CLAIMS DOCKET**
 - ACCOUNTS PAYABLE – AUGUST 26, 2020**
 - PAYROLL – AUGUST 28, 2020**

VIII. NEW BUSINESS

- A. MOVE TO APPROVE: 2020 SOPHIA TRAVIS COMMUNITY SERVICES GRANT CONTRACTS. 6**
FUND NAME: COUNTY GENERAL FUND NUMBER: 1000
AMOUNT: \$130,000
Executive Summary: Monroe County Council has approved the disbursement of \$130,000 of appropriations to thirty three (33) grant award recipients. Council is requesting the Commissioners approval of these grant award contracts.
Cheryl Munson, County Council
- B. MOVE TO APPROVE: SMITHVILLE INTERNET AGREEMENT. 8**
FUND NAME: PUBLIC SAFETY LIT FUND NUMBER: 1170-30072
AMOUNT: \$\$800/MO + NON RECURRING \$1500
Executive Summary: This agreement is for a direct point fiber Internet circuit for the new Emergency Management building located at the Highway Garage.
Eric Evans, Technical Services
- C. MOVE TO APPROVE: INDIANA UNIVERSITY AGREEMENT FOR CONTACT TRACING REGARDING COVID 19. 18**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: This MOU will allow the university to perform contact tracing on students, faculty, and third parties who have been present on IU property as it relates to COVID-19.
Penny Caudill, Health
- D. MOVE TO APPROVE: HEALTHNET FOUNDATION RESTRICTED DONATION AGREEMENT. 22**
FUND NAME: LOCAL HEALTH MAINTENANCE FUND NUMBER: 1168
AMOUNT: NOT TO EXCEED \$15,000
Executive Summary: This agreement replaces the agreement that was in place with VIM for prenatal services. The amounts and purpose is the same.
This is paid for through local health maintenance funds which come from tobacco settlement funds.
Penny Caudill, Health
- E. MOVE TO APPROVE: CASSADY ELECTRIC AGREEMENT FOR SHERIFF SUBSTATION. 26**
FUND NAME: 2016 GO BOND FUND NUMBER: 4808-42505 AMOUNT: \$4,600
Executive Summary: This agreement will allow for the installation of electric service to the new garage at Limestone Greenway which will house the Sheriff Substation.
Kelli Witmer, Parks and Recreation

- F. MOVE TO APPROVE: GRABER POST BUILDINGS AGREEMENT FOR SUBSTATION. 31**
FUND NAME: 2016 GO BOND FUND NUMBER: 4808-42505 AMOUNT: \$15,507
 Executive Summary: This agreement is for the construction of the new garage located at 1050 W Dillman Rd. that will store park maintenance equipment and Sherriff safety equipment. The Sheriff is contributing \$5,000 toward the project.
Kelli Witmer, Parks and Recreation
- G. MOVE TO APPROVE: RESOLUTION(S) 2020-12 AND 2020-13; PARKS SURPLUS PROPERTY. 41**
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
 Executive Summary: Items for surplus include two (2) Skag mowers, Cushman Truckster and a Volvo Skid Steer.
Kelli Witmer, Parks and Recreation
- H. MOVE TO APPROVE: BLUESTONE TREE AGREEMENT FOR SERVICES AT FLATWOODS PARK. 46**
FUND NAME: PARKS NON-REVERTING FUND NUMBER: 1179-30006
AMOUNT: \$1,388
 Executive Summary: This agreement will allow for the removal of two (2) dead Ash trees and Top two (2) Ash trees located at Flatwoods Park.
Kelli Witmer, Parks and Recreation
- I. MOVE TO APPROVE: RIVERWAY PLUMBING & MECHANICAL AGREEMENT FOR KARST FARM PARK. 52**
FUND NAME: COUNTY GENERAL AND PARKS NON-REVERTING
FUND NUMBER: 1000 & 1179 AMOUNT: \$38,320
 Executive Summary: This agreement will allow for the replacement of a water line at Karst Farm Park from Endwright Rd to the Athletic Complex restroom building.
Kelli Witmer, Parks and Recreation
- J. MOVE TO APPROVE: ADDITIONAL MONIES TO HOOSIER HILLS FOOD BANK AND PANTRY 279 58**
FUND NAME: RAINY DAY FUND NUMBER: 1186 AMOUNT: \$30,000
 Executive Summary: Due to the increased needs within our community, the Board of Commissioners has issued an additional \$25,000 to Hoosier Hills Food Bank and \$5,000 to Pantry 279.
Angie Purdie, Commissioners' Administrator
- IX. APPOINTMENTS**
- X. ANNOUNCEMENTS**
- XI. 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'
MINUTES SUMMARY*
AUGUST 19, 2020
10:00 am
VIA ZOOM

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265

Password: 162537

Dial by your location +1 312 6266799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Allison Moore
 - Highway – Lisa Ridge
 - Election Board – Carolyn Vandewiele
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - Janna Arthur – Community resident
- V. APPROVAL OF MINUTES**
 - **AUGUST 12, 2020**

Jones made motion to approve. Githens seconded.
Attorney Jeff Cockerill called roll.
Thomas – yes
Jones – yes
Githens – yes
Motion carried 3-0.

VI. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – AUGUST 19, 2020**

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

VII. REPORTS

- **TREASURER – JULY 2020**

VIII. NEW BUSINESS

A. MOVE TO APPROVE: ZEUS AUCTION SRI AGREEMENT.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: NOT TO EXCEED \$5,000

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

B. MOVE TO APPROVE: RATIFICATION OF CROSSROADS ANTI-RACISM ORGANIZING & TRAINING.

**FUND NAME: LIT SPECIAL PURPOSE/JDAI PROGRAMMING
FUND NUMBER: 1149/9145 AMOUNT: \$6,000**

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

C. MOVE TO APPROVE: FAMILY SOCIAL SERVICES ADMINISTRATION FOR INCARCERATED OFFENDERS PROVIDERS AGREEMENT.

FUND NAME: TBD FUND NUMBER: TBD AMOUNT: TBD

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

D. MOVE TO APPROVE: FLEMING INTERIOR GROUP AGREEMENT.

FUND NAME: 2017 GO BOND FUND NUMBER: 4811 AMOUNT: \$33,221.25

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

E. MOVE TO APPROVE: PEI MAINTENANCE AND CONTRACTING AGREEMENT.

FUND NAME: TBD FUND NUMBER: TBD AMOUNT: \$35,438.75

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

F. MOVE TO APPROVE: ORDINANCE 2020-34; AMENDING VARIOUS ORDINANCES:

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

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

G. MOVE TO APPROVE: INDOT FOR PROJECT COORDINATION FOR SAMPLE ROAD PH I.

FUND NAME: LOCAL ROAD AND STREET

FUND NUMBER: 1169

AMOUNT: \$5,506,400

Jones made motion to approve. Githens seconded.

Public Comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

H. MOVE TO APPROVE: BUTLER, FAIRMAN AND SEUFERT INC AGREEMENT.

FUND NAME: LOCAL ROAD AND STREET

FUND NUMBER: 1169

AMOUNT: \$1,145,000

IX. APPOINTMENTS

- None

X. ANNOUNCEMENTS

- Accepting applications for all Boards and Commission. Visit www.co.monroe.in.us for a list of all the Boards and Commission and the application.
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE, Monday, August 24, 2020, 10am – 3pm** at the Monroe County Convention Center Conference Room, 302 S. College Ave. This is **BY APPOINTMENT ONLY**. Contact the Red Cross to schedule your appointment at 1.800.733.2767 or www.redcross.org.
- Monroe County Government Buildings are open **BY APPOINTMENT ONLY**. You can contact the offices by phone or email. **FACE COVERINGS ARE REQUIRED** when entering MCG buildings. Face covering will be provided to you if you need them.
- Local businesses and organizations can pick up free “**No Shirt, No Shoes, No Mask, No Service**” window clings at the [Bloomington Chamber of Commerce, 421 W 6th Street, Downtown Bloomington, Inc., 302 S College Ave.](#) or by calling the Commissioner’s office at 812.250.2550. You can pick up your window cling on **Tuesday, Wednesday and Thursday’s from 9-4** at the North Doors of the Courthouse.

- Monroe County Commissioners and Monroe County Council have created the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Ben Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreyonlds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

- Monroe County Health Department has a complaint form on the County's website if you have a complaint or issue with a business or retail establishment concerning face coverings, social distancing or gathering sizes. There is also a hotline 812. 803-6360.
THIS IS NOT FOR COMPLAINTS ON INDIVIDUALS!
- Also on the County website main page is an application for those wishing to have a gathering larger than the current limits can request an increase by submitting an application go to www.co.monroe.in.us for more information and the application.
- Monroe County Government CARES Act Reimbursement Funds are available for local businesses who have incurred out of pocket expenses due to the COVID 19 pandemic. For more information or to apply visit the Monroe County website www.co.monroe.in.us
- Next Commissioners Meeting will be August 26, 10am via ZOOM.

XI. 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: 8-26-2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

2020 Sophia Travis Community Services Grant Contracts

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:

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:

On July 28, 2020, the Monroe County Council approved the disbursement of \$130,000 of appropriations to thirty-three (33) grant award recipients. Councilor Cheryl Munson, Chair for the Sophia Travis Grant Committee, is requesting the Board of Commissioners to approve the 2020 Sophia Travis Community Services Grant Agreements.

A listing of the award recipients, use of award funds and award amounts is attached along with copies of the Grant agreements.

Person Presenting: Cheryl Munson

Department: County Council

Attorney who reviewed: Margie Rice

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

Submitted by: Kim Shell

Date: 8/13/2020

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

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Form Approved 1/1/19

2020 Sophia Travis Community Service Grant Awards		
AGENCY	USE OF AWARD	AWARD
Alexandra's Food Drive	Create Childrens Nonprofit Food	\$1,400.00
All-Options Pregnancy Resource Center	Diaper Program	\$4,060.00
Amethyst House Inc	Residential Food	\$4,010.00
Big Brothers Big Sisters of South Central Indiana	Bigs with Badges Continued	\$5,110.00
Bloomington Refugee Support Network Inc	Supporting Bloomington Refugees	\$2,800.00
Bloomington St. Vincent de Paul	Truck Maintenance and Repair Fund	\$4,560.00
Boys & Girls Club of Bloomington	Youth Summer Programming	\$4,050.00
Catholic Charities Bloomington Inc	Parent Coaching Program	\$2,080.00
Community Justice & Mediation Center (CJAM)	Supplies and Scholarships	\$2,640.00
Community Kitchen of Monroe County Inc	Food Purchase	\$4,600.00
Courage to Change Sober Living	Starter House Kit	\$2,950.00
Grace Center Inc	Food Purchase	\$2,300.00
Habitat for Humanity of Monroe County	Site Preparation	\$4,500.00
Hoosiers Feeding the Hungry	"Meat the Need"	\$4,000.00
Hotels for Homeless (sponsored by New Leaf-New Life Inc)	Technology Upgrade	\$2,500.00
Indiana Recovery Alliance	Education, Naloxone	\$4,800.00
Lotus Education & Arts Foundation	Puzzle Project	\$1,830.00
Middle Way House Inc	Childcare	\$4,880.00
MidWay Music Speaks	Education Initiative	\$2,400.00
Monroe County Health Department	Disposal	\$3,490.00
Monroe County United Ministries (MCUM)	Self Sufficiency	\$4,160.00
My Sisters Closet of Monroe County	Job Training and Education	\$2,950.00
New Hope for Families	Responding with Equity	\$6,880.00
New Leaf-New Life Inc	Support Materials	\$4,610.00
Pantry 279 Inc	Mobile Outreach	\$5,700.00
Planned Parenthood of Indiana and Kentucky	Financial Assistance	\$5,900.00
Safe Families for Children Alliance	Safe Family Care for Children	\$4,850.00
Shalom Community Center	Upgrade and Renovation	\$6,385.00
Sojourn House Inc	Renovation, Furnishing, Equipment	\$3,585.00
Stepping Stones- Centerstone of Indiana	Youth Support Fund	\$5,450.00
Team First Book	Libraries for Low Income	\$2,250.00
The Warehouse (Realife Media)	Mobile Warehouse	\$4,120.00
Wheeler Mission	Operating Support	\$4,200.00

TOTAL \$130,000.00

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 08/26/2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement with Smithville for point to point fiber connection

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: PS-LIT

Fund Number: 1170-30072

Amount: \$800/mo + Non Recurring \$1500

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 an agreement between Monroe County and Smithville for a direct point to point fiber Internet circuit for the new Emergency Management building / datacenter. Term is 60 months for \$800 per month with an installation fee of \$1500.

Person Presenting: Eric Evans

Department: TSD

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Eric Evans

Date: 08/21/2020

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



ENTERPRISE SERVICES CONTRACT

Customer:	Monroe County Government
Billing Address:	100 W Kirkwood Ave, Bloomington IN 47404-5143
Contract Term:	60 months
Contract No.:	00026980

SERVICES:

Line Item	Quantity and Detail	First Location	Second Location	Non-Recurring Charges	Monthly Recurring Charges
1.	1 Point to Point Circuit, 100 Megabits Per Second	Telecom Hotel: 302 N Walnut, Bloomington IN 47401	Monroe Co Govt Foster Curry: 5850 W Foster Curry Dr, Bloomington IN 47403	\$1,500.00	\$800.00
Totals				\$1,500.00	\$800.00

This Services Contract ("Agreement") is entered into this date, by and between Smithville Telecom, LLC, a limited liability company having an office at 1600 Temperance Street, Ellettsville, Indiana 47429 ("Smithville Telecom"), and the Customer set forth above ("Customer"). Customer and Smithville Telecom desire Smithville Telecom to provide the Services described in more detail herein (collectively the "Services"), subject to the terms and conditions of this Agreement.

In consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions in this Agreement.

Article 1 Scope of Services

Section 1.1 Service Provisioning, Estimated Installation and Right of Way

The Services will include a fiber optic connection to the Premises identified above. The fiber optic connection will be terminated in a Fiber Termination Panel (demarcation switch) in the designated equipment room. The Customer, by signing this contract, gives permission for right-of-way to each location on property owned by the Customer and pertaining to the location specified in this contract. The Customer will use its best efforts to obtain permission for right-of-way to each location on property leased by the Customer.

Customer acknowledges and agrees that the Estimated Installation Date is merely an estimate

and subject to change, and in no event will Smithville Telecom be responsible for any delays in installation or failure to complete installation by the Estimated Installation Date.

Smithville Telecom will install and maintain the Services for the Customer for the Term of this Agreement. Any additional services beyond those described herein are beyond the scope of this Agreement and require a separate agreement to provide those services.

Section 1.2 Alterations to Services

Changes to the Services including, without limitation, increases or decreases in bandwidth, relocation of the Services to another premises, expansion of the Services to additional locations, and changes in IP address allocation, may result in the need for an additional contract and/or additional one-time or recurring charges.

Section 1.3 Service Level Agreement

Additional Smithville Telecom and Customer responsibilities with regard to the Services are detailed within the applicable Service Level Agreement, which shall be delivered to you electronically or made available from time to time online at <https://smithville.com/about/legal/SLA>.

Article 2: Term of Agreement

The initial term of this Agreement (the "Initial Term") commences on the date of installation of the Services and continues for a period of 60 months thereafter. The Initial Term shall automatically renew on a monthly basis until Customer or Smithville Telecom notifies the other party that it desires to terminate this Agreement (the renewal term and the Initial Term, the "Term"). Such party shall give the other party 30 days prior written notice of termination following the Initial Term. Recurring monthly fee rates during the renewal term are subject to change to reflect prevailing rates in effect at such time.

Article 3: Payment Procedures

Section 3.1 Payment

All Nonrecurring Installation Costs will be included on your initial invoice. Payment for the first month (and pro-rated partial months, if applicable) of Service provided hereunder is due two weeks after network testing has been completed successfully. Thereafter, billing for Services will commence when a Smithville Telecom monthly invoice is presented to the Customer on or around the 1st of each month. Payment is due 20 days after date of invoice. Accounts are subject to an interest charge of either 1.5% per month or the maximum rate permitted by law, whichever is less, on the outstanding balance. Accounts are in default if payment is not received within 30 days after the date of invoice. If any check for payment is returned to Smithville Telecom unpaid, the Customer is immediately in default and may be assessed a \$25 returned check fee. Accounts unpaid 30 days after the date of invoice may have the Services provided hereunder interrupted. Such interruption does not relieve the Customer of the obligation to pay the monthly charge, any interest charges, or any other fees imposed on Customer as a result of delinquency of payment. The Customer agrees to pay Smithville Telecom its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement.

If Smithville Telecom fails to present an invoice in a timely manner, or presents an invoice that improperly reflects the fees due for the Services, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice as required by agreed upon payment terms. Customer may not dispute Service charges that are more than ninety (90) days from the payment date on invoice.

Section 3.2 Cancellation of Services by the Customer

The Customer may only cancel the Services hereunder by the giving of 90 days advance written notice to Smithville Telecom. In the event Customer elects to cancel this Agreement prior to the end of the Term, Customer shall pay to Smithville Telecom, as liquidated damages and not as a penalty, seventy percent (70%) of Smithville Telecom's monthly charge for each month and partial month remaining in the Term of this Agreement.

In the event the Customer wants to terminate this Agreement due to a material breach of this Agreement by Smithville Telecom, the Customer shall first notify Smithville Telecom, in writing and in reasonable detail, of the deficiencies. Smithville Telecom shall have 30 days to correct the deficiencies, or if such deficiencies are incapable of being corrected within such 30-day period, Smithville Telecom shall have commenced such correction within such 30-day period. If such deficiencies are reasonably addressed, this Agreement will continue to stay in effect. During the period that Smithville Telecom is diligently pursuing the correction of the deficiency, Customer shall continue to pay the standard monthly charges and fees described herein.

Section 3.3 Termination by Smithville Telecom

Smithville Telecom may terminate this Agreement or any Services, or suspend Services, after attempting to contact the Customer to discuss the situation and giving prior written notice to the Customer, upon (a) the Customer's failure to pay any amounts as provided in this Agreement, (b) the Customer's breach of any provision of this Agreement or of any law, rule, or regulation governing the Services, (c) the Customer's breach of, or failure to adhere to, the Acceptable Use Policy, (d) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver, or similar event with respect to the Customer, or (e) any governmental prohibition or required alteration of the services. Further, Smithville Telecom may terminate or suspend Services, without the giving of prior notice, if (i) such termination or suspension is, in the sole and absolute discretion of Smithville Telecom, necessary to protect Smithville Telecom's network, (ii) Smithville Telecom has reasonable evidence of the Customer's fraudulent or illegal use of the Services provided hereunder, or (iii) such termination or suspension is required by any governmental, regulatory, or legal authority. Any termination or suspension shall not relieve the Customer of any liability incurred prior to such termination or suspension. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated or suspended, regardless of the termination of this Agreement.

Section 3.4 Warranties and Disclaimers

The Customer warrants and represents that (a) the Customer is free lawfully to enter into this Agreement, (b) if the Customer delivers any materials to Smithville Telecom hereunder, such

materials and the use thereof by Smithville Telecom do not infringe or violate any copyright, trademark, service mark, patent, trade secret, privacy, publicity, or other rights of any third party, and (c) such materials do not contain any viruses or other destructive elements. SMITHVILLE TELECOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SMITHVILLE TELECOM SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES AND INTELLECTUAL PROPERTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN PARTICULAR, SMITHVILLE TELECOM DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DATA WILL NOT BE LOST. SMITHVILLE TELECOM IS NOT RESPONSIBLE FOR ANY LOSS SUFFERED BY THE CUSTOMER AS A RESULT OF USING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS RESULTING FROM DELAYS IN SERVICE, INCORRECT OR INCOMPLETE DELIVERY OF INFORMATION, POSSIBLE "COMPUTER VIRUSES", OR OTHER INTERRUPTION OF SERVICE, REGARDLESS OF CAUSE. SMITHVILLE TELECOM SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. SMITHVILLE TELECOM DOES NOT GUARANTEE THAT ANY PARTICULAR INTERNET SITE OR SERVICE WILL BE REACHABLE VIA THE SERVICES AT ANY GIVEN TIME.

Section 3.5 Indemnification

The Customer hereby agrees to defend, indemnify and hold harmless Smithville Telecom and its officers, directors, agents, affiliates, attorneys, consultants, accountants, and employees from and against any losses, claims, damages, or liabilities, joint or several, to which Smithville Telecom or such other persons may become subject or threaten against insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of, or are based upon, or in any way relate to (a) the breach of this Agreement by the Customer or (b) the Customer's and/or any other person's use and utilization of the Services provided hereunder. The Customer agrees to reimburse Smithville Telecom and such other persons for any legal or other expenses, including attorney's fees) reasonably incurred by Smithville Telecom or such other persons in connection with investigating or defending any such loss, claim, damage, liability, or action.

Section 3.6 Limitation of Liability

Smithville Telecom shall not be liable to the Customer or any third party for any special, consequential, indirect, exemplary, punitive, or incidental damages (including, without limitation, lost profits or revenues) arising out of or related to this Agreement and Services provided hereunder, however caused, and whether arising under contract, tort, or any other theory of liability, even if Smithville Telecom has been advised of the possibility of such damages. Smithville Telecom's cumulative maximum liability is limited to the amount of the Customer's monthly charge hereunder, as set forth in Article 2 of this Agreement, for the Services to which the claim directly relates. Scheduled maintenance shall not constitute unavailability of Smithville Telecom's network. Smithville Telecom shall not be liable or responsible for content of information passing through its network, errors in transmission, or

failure to establish connections.

Article 4: Miscellaneous Provisions

Section 4.1 Limitations on Remedies

This Agreement sets forth the Customer's sole remedies for any claim relating to Smithville Telecom's network or the Services provided by Smithville Telecom.

Section 4.2 Force Majeure

Smithville Telecom shall not be liable for any outages, delays, or failures in performance due to acts of Force Majeure. For purposes hereof, "Force Majeure" shall mean acts of God, changes in law, regulation, or government policy, riots or other civil commotions, war, fire, explosions, vandalism, acts of terrorism, cable cut, lockouts, earthquakes, epidemics, acts or omissions of vendors or suppliers or other occurrences that are beyond Smithville Telecom's reasonable control.

Section 4.3 Arbitration and Venue

(a) Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement or any alleged breach hereof may, in the sole discretion of Smithville Telecom, be first submitted to and settled by arbitration in Indianapolis, Indiana pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award or other determination rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys.

(b) With respect to any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Agreement, or any alleged breach hereof (including, but not limited to, a request for emergency relief) not settled in accordance with Section 4.3(a), the parties hereby consent to the exclusive jurisdiction of the courts of the State of Indiana in Monroe County or the Federal District Court for the proper district in Indiana and waive personal service of any and all process upon them and consent that all such service of process made by registered or certified mail directed to them at the address of the party set forth at the beginning of this Agreement and service so made shall be deemed to be completed five (5) days after mailing. The parties waive trial by jury and waive any objection to jurisdiction and venue of any action instituted hereunder, agree not to assert any defense based on lack of jurisdiction or venue, and consent to the granting of such legal or equitable relief as is deemed appropriate by the court, including, but not limited to, any emergency relief, injunctive or otherwise.

Section 4.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties as to the transactions and activities contemplated herein and supersedes all former offers, agreements, letters of intent, and understandings between the parties which may have existed previously. All references herein to the Agreement shall mean this Agreement and all exhibits, schedule and addendums attached thereto.

Section 4.5 Severability

If any part of this Agreement or the application thereof, is for any reason held invalid or unenforceable, it shall be deemed severable and the validity of the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 4.6 Survival of Provisions

The agreements and the covenants, representations, and warranties contained in this Agreement shall remain operative and in full force and effect, regardless of any termination or cancellation of this Agreement, and shall survive this Agreement and the termination of the Services.

Section 4.7 Assignment; Burden and Benefit of Successors and Assigns

The Customer acknowledges that this Agreement is personal with respect to the Customer and that the Customer shall not have the right to assign this Agreement or any payment or benefit to which it may be entitled hereunder. Subject to this limitation and restriction, this Agreement and the rights and obligations hereunder shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Nothing in this Agreement shall be construed to create any rights or benefits in any third parties.

Section 4.8 Waiver

The failure of any party hereto to seek redress for violation of, or to insist upon strict performance of, any provision, term, or condition of this Agreement shall not constitute a waiver or in any way limit or prevent subsequent enforcement of any such provision, term, or condition.

Section 4.9 Headings

The descriptive headings of the Articles and Sections of this Agreement have been inserted for the convenience of the parties, do not constitute a substantive part of this Agreement, and shall not affect the interpretation of the same. Except as otherwise indicated, all references herein to numbered or lettered articles, sections, paragraphs, and exhibits are to articles, sections, paragraphs, and exhibits contained in this Agreement.

Section 4.10 Applicable Law

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Indiana, without regard to its conflicts of law principles.

Section 4.11 Execution and Counterparts

This Agreement may be executed originally or by facsimile and in one or more counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 4.12 Additional Documents and Actions

The parties agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate and expeditiously implement the transactions contemplated by this Agreement.

Section 4.13 Notices

Any notice, request or other communication to be given by either party hereunder shall be in writing and shall be either delivered in person or sent by (a) registered or certified mail, postage prepaid, with return receipt requested, (b) an overnight courier guaranteeing overnight delivery or (c) a facsimile, if confirmed verbally or in writing by mail as aforesaid to the address set forth below or to such other address as any of the parties may designate from time to time by notice to the other parties. Notice shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

Section 4.14 Confidential Information

As used herein, the term "Confidential Information" refers to all information, whether or not reduced to writing or designated as confidential and whether or not originated by Smithville Telecom, which (a) was used in the business of Smithville Telecom and was proprietary to, about or created by Smithville Telecom; (b) is used in the business of Smithville Telecom and is proprietary to, about or created by Smithville Telecom and made known to the Customer; (c) is designated as confidential by Smithville Telecom; or (d) is not generally known by any non-Smithville Telecom personnel. Information or documents which are generally available or accessible to the public shall be deemed Confidential Information of Smithville Telecom if the information was retrieved, gathered, assembled or maintained by Smithville Telecom in such a manner not available to the public or for a purpose beneficial to Smithville Telecom. From time to time, Smithville Telecom may, for its own benefit, choose to place certain Confidential Information or records of Smithville Telecom in the public domain. The fact that such Confidential Information may be made available to the public in a limited form and under limited circumstances does not change the confidential or proprietary nature of such information for purposes of this Agreement, and does not release the other party hereto from its duties with respect to such Confidential Information as set forth in the Agreement.

Section 4.15 Ownership of Confidential Information

Each party hereto hereby acknowledges and agrees that all Confidential Information is and shall remain the exclusive property of the other party hereto, whether or not prepared in whole or in part by such party. Each party hereto shall, to the extent reasonably practicable, upon the termination of the Agreement, promptly deliver to the other party hereto all documents, tapes, disks or other storage media and any other materials, and all copies thereof in whatever form, in the possession of such party containing any Confidential Information that is the property of the other party.

Section 4.16 Non-Disclosure and Non-Use of Confidential Information

In furtherance of this Agreement and in order to assure adequate protection against the wrongful

use or disclosure of Confidential Information, each party hereto shall hold all Confidential Information that is the property of the other party hereto in strict confidence and solely for the benefit of the other party hereto, and that, without the prior written consent of the other party hereto or as required by applicable law, neither party hereto will directly or indirectly disclose or use or authorize any third party to disclose or use any Confidential Information that is the property of the other party hereto. The obligations of each party hereto set forth in this Agreement and the rights and remedies of the other party hereto with respect thereto, whether legal or equitable, shall remain in full force and effect for so long as each other party hereto considers the Confidential Information that is the property of such party confidential.

Section 4.17 Ownership of Equipment

The Customer understands that any provided equipment not purchased by Customer shall remain the property of Smithville Telecom and must be promptly returned when the Service is terminated or the Customer will be charged the fair market value for the equipment.

Article 5: Customer Responsibilities and Acceptable Use Policy

Section 5.1 Customer Responsibilities

It is the Customer's responsibility to maintain on record with Smithville Telecom accurate emergency contact information for this service including phone numbers and electronic mail address. It is the Customer's responsibility to notify Smithville Telecom about any maintenance work that could disrupt the network service including planned power outages. If there are times when the Customer does not want to be notified about network service problems, it is the Customer's responsibility to communicate the notification schedule to Smithville Telecom.

Section 5.2 Acceptable Use Policy

The Customer shall at all times comply with Smithville Telecom's Acceptable Use Policy, which is available online at <https://www.smithville.com/legal/sla/>.

Article 6: Modifications

Section 6.0 Modifications

- (a) To the Services. Smithville Telecom may make commercially reasonable updates to the Services from time to time. If Smithville Telecom makes a material change to the Services, Smithville Telecom will, notwithstanding the provisions of Section 4.13 hereof, inform Customer, in advance, electronically or by other reasonable means.
- (b) To the Agreement. Smithville Telecom may make commercially reasonable changes to the terms of this Agreement from time to time. Such changes may be delivered electronically or made available online. If Smithville Telecom makes what it, in its discretion, determines to be a material change to the terms of this Agreement, Smithville Telecom will, notwithstanding the provisions of Section 4.13 hereof, inform Customer of such material change, in advance, electronically or by other reasonable means. If the change has a material impact on Customer and Customer does not agree to the change, Customer must notify Smithville Telecom within thirty (30) days after receiving notice of such change. If Customer notifies Smithville Telecom as required by the preceding sentence, then such change will be void such that Customer and

Smithville Telecom will remain governed by the terms of this Agreement as in effect immediately prior to the proposed change.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Smithville Telecom, LLC

MONROE COUNTY GOVERNMENT

By:

By:

Printed:

Paul Quick

Printed:

Title:

President

Title:

Date:

Date:

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Approval of Partnership Agreement between Indiana University and the Monroe County Health Department for contact tracing.

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: NA

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:

The MCHD requests approval of a partnership agreement with Indiana University for contract tracing. This MOU will allow the university to perform contact tracing on students, faculty, and third parties who have been present on IU property as it relates to COVID-19.

Person Presenting: Penny Caudill

Department: Health

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

Attorney who reviewed: Margie Rice

Submitted by: Penny Caudill

Date: 8/20/2020

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

PARTNERSHIP AGREEMENT

Between
Monroe County Government and
Indiana University

This Partnership Agreement is entered into by and between the Monroe County Government, Indiana, and the Monroe County Health Department (hereafter, collectively, referred to as "County") and the Trustees of Indiana University (hereafter referred to as "IU"). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

I. PURPOSE

The purpose of this Partnership Agreement is to establish a relationship between County and IU to perform contact tracing on IU students, faculty, staff, and third parties who have been present on IU property on official business (the "IU Community") and are believed or suspected to have been exposed to COVID-19. IU shall act on the behalf of the County as specified in this document.

II. TERM OF AGREEMENT

This Partnership Agreement shall become effective upon execution by both parties, and shall terminate on June 30, 2021. This agreement may be renewed or extended, by mutual agreement of the parties.

III. PROVISIONS

A. County shall:

1. Permit IU to perform contact tracing on the IU Community in County where IU has operations and where IU Community members reside.
2. Provide a mechanism to receive and share contact tracing data.
3. Provide orientation on how to interact with the County on contact tracing as resources allow.
4. Provide orientation on the County's contact tracing requirements.
5. Conduct periodic evaluations of the contact tracing activities conducted by IU to verify that all specified functions are being completed accurately, timely, and in compliance with County requirements.
6. Provide review and guidance assistance, when requested by IU, for activities relating to contact tracing activities and outbreak management.
7. Refer cases involving IU community members to IU for contact tracing.

B. IU shall:

1. Conduct contact tracing for COVID-19 exposure to the IU Community at the IU regional campus located in the County.

2. Report data and results of contact tracing to County as required by the County.
3. Promote and protect IU Community member confidentiality by adhering to all laws, regulations, and IU policies related to data or information acquired through contact tracing.
4. Refer cases involving non-IU Community members to the County for the County to conduct contact tracing.

C. County and IU shall:

1. Ensure that the responsibilities for both parties are met at all times and if not, shall immediately notify the other party.
2. All other regulatory responsibilities not delineated in this document shall be maintained by the Indiana State Department of Health, County and/or other local health department.

IV. AMENDMENTS

No alteration or variation of the terms of this Partnership Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Other health-related activities, not specifically authorized under this agreement, conducted by IU, such as testing of drinking water, communicable disease investigations, etc. are recognized, but will not replace the Indiana State Department of Health, County and/or local health department authority to act or investigate as deemed necessary.

V. TERMINATION

Either party may terminate this Partnership Agreement at any time for any reason by notifying the other party in writing. If this agreement is terminated for any reason, the parties will proceed as if this agreement had expired on its own terms.

VI. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Partnership Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to County shall be sent to:

Monroe County Legal Department
100 W. Kirkwood Ave.
Bloomington, IN 47404

Monroe County Health Department
119 W. 7th Street
Bloomington, IN 47404

Notices to IU shall be sent to:

Graham McKeen, Assistant University Director, Public & Environmental Health
Indiana University Environmental Health & Safety
2427 E 2nd Street
Bloomington, IN 47401

The parties having read and understanding the foregoing terms of the Partnership Agreement do by their respective signatures dated below hereby agree to the terms thereof.

The Trustees of Indiana University

BY: _____
Donald Lukes, University Treasurer

DATE: _____

Monroe County Health Department

BY: _____
Penny Caudill, Monroe County Health Department

BY: _____
Dr. Thomas W. Sharp

DATE: _____

DATE: _____

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: August 26, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Approval of agreement between the Monroe County Health Department and HealthNet

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: Local health Maintenance

Fund Number 1168

Amount: up to 15,000

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

Executive Summary:

The MCHD requests approval of this agreement with HealthNet. It replaces the agreement that was in place with VIM for prenatal services. The amounts and purpose is the same.
This is paid for through local health maintenance funds which come from tobacco settlement funds.

Person Presenting: Penny Caudill

Department: Health

Attorney who reviewed: Margie Rice

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

Submitted by: Penny Caudill

Date: 8/23/2020

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

HEALTHNET FOUNDATION

RESTRICTED DONATION AGREEMENT

This RESTRICTED DONATION AGREEMENT ("Agreement") is entered into this _____ day of _____, 2020, between MONROE COUNTY BOARD OF HEALTH, 119 W. 7th Street, Bloomington, Indiana, ("Department"), and the HEALTHNET FOUNDATION, INC., ("Foundation"), 3403 East Raymond Street, Indianapolis, Indiana. on behalf of services provided by the HealthNet Bloomington Health Center, 811 West 2nd Street, Bloomington, Indiana, (thereinafter BLHC), a nonprofit agency, for the period July 1, 2020 to December 31, 2020.

WHEREAS, the Foundation is a tax-exempt organization that raises and expends funds in furtherance of its mission to improve the health and welfare of individuals with unmet health needs residing in the area served by HealthNet, Inc. ("HealthNet");

WHEREAS, the Foundation is empowered to receive gifts and to hold, administer, manage, invest, or distribute funds for the benefit of HealthNet patients;

WHEREAS, HealthNet is a Federally Qualified Health Center whose corporate mission is to improve lives with compassionate health care and support services, regardless of ability to pay;

WHEREAS, HealthNet operates the HealthNet Bloomington Health Center located at 811 West 2nd Street, Bloomington, Indiana ("Bloomington Center");

WHEREAS, the Department has determined that services provided to individuals at the Bloomington Center are essential to the development of an effective community health program;

WHEREAS, the Department wishes to provide funds to the Foundation for the purposes described herein ("Grant"); and

WHEREAS, the Foundation accepts the Grant for the purposes and under the considerations set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, the Department and the Foundation agree as follows:

1. This Agreement is effective July 1, 2020 ("Effective Date") through July 1, 2021. Any renewal or extension of this Agreement requires the express written consent of both Parties.
2. In the event of termination or expiration of this Agreement, the Foundation shall give any remaining balance of funds to the Department.
3. The Department will make available to the Foundation a lump sum amount of \$15,000 per year to establish the *Patient Assistance Fund* ("Fund") to cover medical services for patients receiving services described herein at the Bloomington Health Center. The Foundation shall ensure that no single patient receives more than \$1,800 per year from the Fund. The Department may provide additional funds to the Foundation at its discretion.

4. The Department shall deliver such funds to the Foundation within thirty (30) days of the Effective Date of this Agreement unless the Parties mutually agree to another date in writing.
5. The Foundation shall dispense funds only to uninsured patients of the Bloomington Health Center who meet the Foundation's financial eligibility criteria ("Eligible Patients") and only to cover expenses only for the following medically necessary services ("Services"):
 - a. Prenatal office visits.
 - b. Program orientation, health assessment, prenatal vitamins and iron, nutrition consultation, and social work services.
 - c. Routine prenatal laboratory tests.
 - d. Public health services.
 - e. Two sonograms.
 - f. Post-partum office visits.
 - g. Post-partum laboratory tests.
6. It is understood and agreed that the Fund shall share a portion of the total administrative costs of the HealthNet Foundation. Those costs and expenses charged against the Fund are determined to be two percent (2.0%)
7. The Foundation will make payments to Eligible Patients promptly upon receiving valid receipts or documentation from the Eligible Patients establishing their medical expenses.
8. The Fund shall be limited Services provided by Obstetrics and Gynecology physicians who have agreed to provide those Services for the Bloomington Health Center. It is understood that payment under this Agreement is not contingent upon, or intended to reward, the volume or value of health care referrals.
9. The Foundation will provide two reports to the Department documenting the Services provided to that point in time, including number of women receiving Services, partial and full-term care, and outcomes. The first report is due no later than December 31, 2020, and the second is due no later than thirty (30) days after July 1, 2021.
10. This Agreement constitutes the full and complete agreement by and between the Foundation and the Department and all oral agreements, understandings, and discussions between them are merged into this Agreement and are null and void to the extent they are inconsistent with the terms of this Agreement.
11. This Agreement is irrevocable, and the Department acknowledges that it has no right or power to unilaterally amend or revoke this Agreement.
12. This Agreement shall be subject to the laws of the State of Indiana.
13. This Agreement shall be binding upon the Foundation, the Department, and their successors and assigns.

IN TESTIMONY WHEREOF, the Foundation and the Department have executed this Agreement as of the Effective Date set forth herein.

Celinda Kay Leach, RN
Chairperson

Date Signed

Approved Board of Commissioners

President
Board of Commissioners

Date Signed

Attest:

Monroe County Auditor

Date Signed

Toby Salyers
Toby Salyers, President of the Board
HealthNet Foundation, Inc.

8/24/20

Date Signed

Thomas W. Sharp, M.D.
Monroe County Commissioner of Health

Date Signed

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

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

OR

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

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

Service Agreement with Cassady Electrical Contractors, Inc. for installation of electrical service at the Substation garage.

Vendor #

4858

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: GO 2016 Bond

Fund Number: 4808 42505

Amount: \$4,600

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 New Garage will be located at 1050 W. Dillman Road (AKA Sheriff Substation - Limestone Greenway). The garage will store Park maintenance equipment and Sheriff safety equipment.

Cassady Electrical Contractors will install electric service to the garage for outlets & lights.

Person Presenting: Kelli Witmer

Department: MC Parks & Recreation

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

Submitted by: Kelli Witmer

Date: August 17, 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 for Services

Agreement made the 26th day of August, 2020, between Cassady Electrical Contractors Inc. ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement. The project consists installing electrical service to the garage located at 1050 W. Dillman Road, Bloomington, IN.

The total amount paid to Contractor under this Agreement shall not exceed \$4,600 listed in "Exhibit A", without further written approval by the Commissioners. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, 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 the Project, except such claims, costs or suits arising out of the negligence of the Commissioners its employees.
3. **Worker's Compensation.** Contractor 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 Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make Monroe County aware of any conduct which may violate any Monroe County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Commissioners for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Commissioners for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

MACCASSADY

Print Name of Contractor

Cassady Electrical Contractors, Inc.

Mac Cassady

Signature of Contractor

Cassady Electrical Contractors, Inc.

8-13-20

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 26th day of August, 2020 pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

Exhibit A



Mall: P.O. Box 63, Ellettsville, IN 47429 • Bus.: 6600 W State Road 46 Bloomington 47404
Phone (812) 332-7361 • FAX (812) 660-7182
sam.fleener@cassadyelectco.com

JULY 22, 2020

Jeff Sanders
Monroe County Parks and Rec
Dillman Rd Pole Barn

Cassady Electrical Contractors Inc, is pleased to offer a quote to do the following work:

- Install new 200 amp motor disconnect combo
- Install 100 Amp 2 pole breaker to feed new pole barn
- Trench in 2-2-4 URD from 100 amp breaker to new barn location and install 100amp panel.
- Install 3 new led lights in barn each to be switched separately from locations given
- Install quad GFI's in 3 locations provided by print
- Install two led wall packs with photocells above each end of new barn
- Install one led wall pack above walk through door

For the sum of: \$4,600 (Four Thousand and six hundred dollars)

If you have any questions please contact me at 812-361-6775

Respectfully
Sam Fleener
Cassady Electrical Contractors Inc.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

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

OR

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

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

Service Agreement with Graber Post Buildings for construction of a Substation garage

Vendor #

004798

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: GO 2016 Bond

Fund Number: 4808 42505

Amount: \$15,507

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 shed located at 1050 W. Dillman Road (AKA Sheriff Substation - Limestone Greenway) has come to the end of its useful life and needs to be replaced with a larger garage. MCPR will demolish and dispose of the shed. The new garage will store park maintenance equipment and Sheriff safety equipment. The Monroe County Sheriff Department will contribute \$5,000 toward the project.

Graber Post Buildings will construct a new garage: 12' W x 28' L x 10' H, metal garage with post frame, 4" concrete floor, 2 overhead door, & 1 entry door.

Person Presenting: Kelli Witmer

Department: MC Parks & Recreation

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

Submitted by: Kelli Witmer

Date: August 17, 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 for Services

Agreement made the 26th day of August, 2020, between Graber Post Buildings ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement. The project consists of a garage 12'W x 28'L X 10"H with a 4"concrete floor at 1050 W. Dillman Road, Bloomington, IN.

The total amount paid to Contractor under this Agreement shall not exceed \$15,507 listed in "Exhibit A", without further written approval by the Commissioners. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, 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 the Project, except such claims, costs or suits arising out of the negligence of the Commissioners its employees.
3. **Worker's Compensation.** Contractor 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 Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make Monroe County aware of any conduct which may violate any Monroe County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Commissioners for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Commissioners for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

Richard Graber
Print Name of Contractor
Graber Post Buildings

[Signature]
Signature of Contractor
Graber Post Buildings

8/14/2020
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 26th day of August, 2020 pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

EXHIBIT A



Graber Post Buildings, Inc

7716 N 900 E Montgomery, IN 47558 • Phone: (812) 636-7355
<https://www.graberpost.com>

PO Number:

Preparer: Rich Graber

Contract # 25758

Date: 08/12/2020

Page: 1 of 6

Building Contract

COMPLETED DATE: _____

Owner

Monroe Co Parks

Bloomington, IN 47403

Phone: (812) 272-7067

Email: none

Deliver-To

Bloomington, IN 47403

County: Monroe

Phone: (812) 272-7067

Description

Building Size: 12'x28'x10'

Roof: G-Rib 40 Yr. 29 Ga

Siding: G-Rib 40 Yr. 29 Ga

Wainscote: None

Trim: Painted - Standard Color

Building Specifications and Materials

Width	Length	Height	Roof Pitch
12'	28'	10'	4/12

Foundation: Post Hole

- 15" Precast Concrete Cookie
- 80 # Bag Of Sackrete

Roof: Gable, 4 / 12 Pitch

- 12' Trusses 4' O.C.
- Spruce 2x4 Roof Purlins - 2' O.C.

Wall Framing: Treated 4x6 Columns

- 8' O.C. Eave - 8' O.C. EndWall
- SYP 2x10 Double Truss Supports
- Spruce 2x4 Wall Girts - 2' O.C.
- 2 Row 2x6 Skirtboard

Base Building Additional Options

Overhang:	None
Concrete:	4"
Wainscote:	None
Roof Insulation Type:	Solex
Sidewall Insulation:	None
Interior Liner Walls:	G-Rib Metal
Interior Insulation Walls:	R19 Fiberglass batts.
Interior Wainscote:	None
Interior Liner Ceiling:	G-Rib Metal
Interior Insulation Ceiling:	R30 Blown Fiberglass
Ridgecap:	Vented
Floor Drains:	0
Floor Drain Type:	None
Gutter Options:	None
Snowguard:	None
Leafguard:	None

Add-Ons

- Ridge Closures--Vented
- Roof Insulation--Solex

Overhead Doors

- 2 - 9x8 C.H.I. 2283 Series
- Operator--Not Included
- Door Track--12" Standard Radius



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Building Contract

COMPLETED DATE: _____

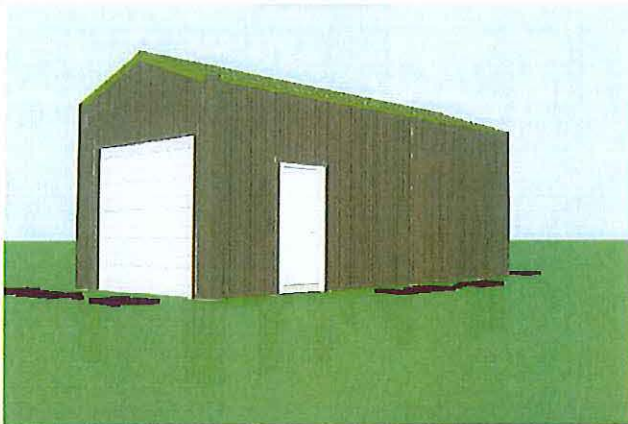
Entry Doors

- 1 - 1920 36" 4WayUSwng-Solid
- Door Knob

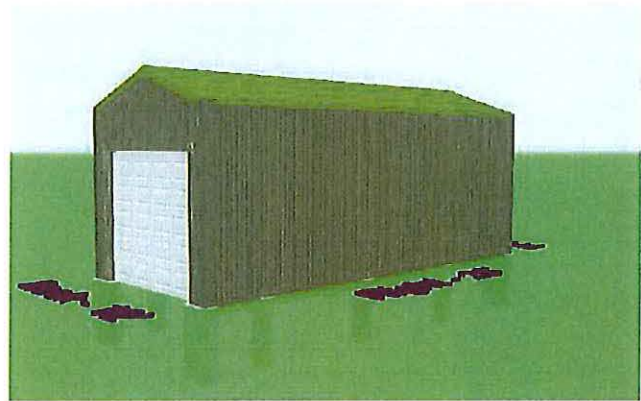
Images/Drawings



3d View for Monroe Co Parks



3d View for Monroe Co Parks



Subcontracts

Concrete

Subcontractor is responsible for providing but not limited to the following:

- Install fine grade fill material (provided by owner)
- Provide/Install 10mil vapor retarder (plastic)
- Provide/place/finish 4000 psi concrete for slab-on-grade (thickness specified per building specs)
- If a concrete pump is needed to access building site an additional charge of \$800 per day will apply.

Labor

Subcontractor is responsible for providing but not limited to the following:

- Install Foundation, Set Posts
- Frame walls, set trusses
- Install Roofing, siding, exterior trim
- Install windows and doors

Note: Subcontracts not included in this contract:

Cabinets, Countertops, Drywall Interior Finish, Electrical, Flooring, Guttering, HVAC, Interior Framing Labor, Interior Insulation Labor, Interior Liner Labor, Interior Trim, Mechanical, Painting, Plumbing, Radiant Floor Heat



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Date:	08/12/2020
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Building Contract

COMPLETED DATE: _____

Sitework Responsibilities

Applicable Inspections

- (GPB) Footing
- (GPB) Framing
- (Owner) Electrical Rough
- (Owner) Electrical Finish
- (Owner) Plumbing Rough
- (GPB) Final

Concrete

- (GPB) Floor/Interior (flatwork)
- (GPB) Concrete flatwork preparation
- (Owner) Fill Rock

Permit

- (Owner) Building
- (Owner) Zoning
- (Owner) Road Access
- (Owner) State Release

Site

- (Owner) Private utility lines identified and marked
- (Owner) Site Preparation (pre-construction)
- (Owner) Purchase of (pre-construction) fill material
- (Owner) Obstruction removal
- (Owner) Termite pre-treatment
- (Owner) Final/Finish grading
- (GPB) Dumpster/Trash removal
- (GPB) Utility line marking/digging clearance

Utilities

- (Owner) Temporary electrical service
- (Owner) Permanent electrical rough-in/hookup
- (Owner) Gas service rough-in/hookup

Color Selections

Colors to be determined



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https://www.graberpost.com

PONumber:
Preparer: Rich Graber
Contract # 25758
Date: 08/12/2020
Page: 4 of 6

Building Contract

COMPLETED DATE: _____

Price, Payment Terms and Signature

Graber Post Buildings, Inc ("Graber") proposes to furnish material and labor to complete the Project in accordance with the Terms and Conditions of this Proposal contained herein, and the Specifications (collectively referred to herein as the "Work") for the sum of:

Fifteen Thousand Five Hundred and Seven Dollars and Zero Cents

Dollars **\$15,507.00**

Price shown is only good for acceptance by customer for 30 days from the date of this Proposal. If work is not commenced within 180 days of execution of this Proposal by Owner, Graber may terminate this Proposal. If work is not commenced within this time and Graber elect to perform the Work, Owner shall pay to Graber all additional costs resulting from increases in the cost of materials in incidentals (i.e. fuel, etc.). Work shall be deemed to have commenced upon delivery of materials on site.

State of Illinois Roofing Contractor Unlimited License # 104.015542 & 105.005642

~~Payment to Graber of the Price shall be made as follows:~~

Down Payment (10%):	\$1,550.00
Due at Work Start (40%):	\$6,200.00
Due when framed (40%):	\$6,200.00
Balance due upon completion (10%):	\$1,557.00

~~Due to IRS regulations, cash payments in excess of \$5,000 need to have prior arrangements made with your salesperson~~

~~*Note: This Proposal shall be deemed withdrawn if not executed by the Owner within 30 days~~

Acceptance of Proposal - The Price, Specifications, Terms and Conditions contained in this Proposal are satisfactory and are hereby accepted. You are authorized to perform the Work as specified. Payment will be made as outlined herein.

"Owner"

X Monroe Co Commissioners
(Authorized Signer Name)

08/12/2020
(date)

Authorized Signature of Graber

Rich Graber

X

(Authorized Signer Signature)

Terms & Conditions

1. By signing this Proposal, Owner agrees to all terms and conditions of Proposal ("Terms & Conditions") including the terms and conditions on the reverse side of the Proposal.
2. Owner agrees to pay for and obtain suitable access to Site including all required permits, easements, approvals, variances, licenses and other rights necessary to perform the Work.
3. Owner agrees to furnish a level Site suitable for the Work. This Proposal does not include any site work or excavation.
4. Owner is responsible for, and agrees to mark, all underground utilities. Graber shall not be responsible for any damage to underground utilities.
5. Owner shall pay to Graber all additional costs resulting from unexpected subsurface conditions including, but not limited to, rock or stone.
6. Any change to the Specifications stated above must be approved by Graber and Owner in writing and Owner agrees to pay Graber all additional costs arising out of such changes.
7. Payment terms are stated above and payment shall be due within [10 days] after date of Graber's invoice. Interest shall accrue on any amounts not paid when due at the rate of [2% per month 24% per annum compounding monthly] from the date of invoice until paid. Owner is responsible for and hereby agrees to pay all of Graber's costs and expenses, including reasonable attorney's fee, incurred to collect any and all delinquent payment(s). No deductions or set off shall be taken without prior written authorization from Graber.



Graber Post Buildings, Inc

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PONumber:	
Preparer:	Rich Graber
Contract #	25758
Date:	08/12/2020
Page:	5 of 6

Building Contract

COMPLETED DATE: _____

8. Owner agrees not to occupy any part of structure without Graber's written consent until Graber receives payment in full, including any additional costs.
9. "Substantial Completion" shall be the date when the Work is sufficiently complete in accordance with this Proposal so that the Owner can occupy and utilize the improvements for their intended use and purpose. "Site" includes the real property upon which the Work is to be performed.
10. Unless otherwise provided in this Proposal, the price includes all applicable federal, state, and local taxes and all charges for freight to deliver the Work to the Site.
11. If the progress of the Work is delayed as a result of adverse weather conditions not reasonably anticipated, shortages of material or labor, delays in transportation, strikes, failure of the Owner to timely make decisions and selections as and when required during the course of the Work, casualty, changes in the Work, concealed or unusual conditions encountered on the Site and not reasonably anticipated, or any other causes or occurrences beyond Graber's reasonable control, the Price may be equitably adjusted as a result of such delay and/or interference.
12. The Owner represents and warrants that (i) the Owner is the sole owner of the Site in fee simple; (ii) the Site is not subject to any liens, encumbrances, covenants, restrictions, easements, leases, tenancies or limitations that would prevent, prohibit or interfere with performance of the Work; (iii) the Site is suitably zoned to permit performance of the Work without the necessity of any variances; (iv) the Site is free of any contamination, hazardous substances or other environmental defects; (v) there are no unusual soil, hydrologic or subsurface conditions on the Site; and (vi) the Owner has sole and exclusive possession of the Site. Upon Graber's request, the Owner, at its expense, shall promptly furnish to Graber a true copy of a current title insurance policy or commitment issued by a recognized title insurance company confirming all of the foregoing information regarding the Owner's ownership of the Site and Graber shall be entitled to rely on such information.
13. Before Graber is required to commence the Work hereunder, the Owner shall furnish to Graber reasonable evidence that satisfactory financial arrangements (e.g. bank credit, construction loan, etc.) have been made by the Owner to fulfill the Owner's financial obligations to Graber under this Proposal.
14. Graber shall have access to the Site as it deems necessary to perform the Work and Owner agrees not to interfere with this access or performance of the Work.
15. To the fullest extent permitted by applicable law, Owner shall indemnify and hold harmless Graber and its officers, directors, shareholders, partners, employees, agents and consultants from any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to attorney's fees) arising out of or relating to any act or omission of Owner regardless of whether or not such claim, cost, loss or damage is caused in part by any act or omission of an individual or entity indemnified hereunder.
16. If the Work is stopped or delayed, either in whole or in part, for a period of thirty (30) days under an order of any Court or other public authority having jurisdiction, or as a result of an act of government, or due to the fault or negligence of the Owner or as a result of an act or omission within Owner's control; or Owner fails to make payment when due, or Owner commits a material breach of any of its responsibilities or obligations under this Proposal, then Graber may terminate this Proposal and recover from Owner payment for all Work performed, for any costs with respect to materials, equipment, tools and construction equipment and machinery, and anticipated profit for all remaining portions of the Work not completed.
17. **LIMITED WARRANTY - DISCLAIMER - LIMITATION OF LIABILITY - REMEDIES.** Graber warrants that it will perform the Work in accordance with the Specifications. Owner's exclusive remedy and Graber's entire liability is to provide services to correct the deficiencies. If Graber is unable to correct the deficiencies, Owner's sole remedy is limited solely to the Price. Any action or litigation by the Owner against Graber for breach of express warranty or otherwise must be initiated within one (1) year of Substantial Completion. GRABER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. GRABER MAKES NO WARRANTIES REGARDING ANY PORTION OF ANY MATERIAL, SUPPLIES OR PRODUCTS MANUFACTURED BY ANY THIRD PARTY. Any advice, assistance, recommendation or other statement made by Graber or its employees, agents or representatives, concerning the use of the products, material quality, structural adequacy for any intended project, or compliance with applicable building codes are furnished without charge and are intended only as suggestions and are not to be relied upon, nor are they to be construed as guarantees or warranties. IN NO EVENT SHALL GRABER BE LIABLE FOR ANY CONTINGENT OR CONSEQUENTIAL DAMAGES, LOST TIME, LOST PRODUCTION, LOST PROFITS, LOST INCOME OR ANY OTHER LOSS OR EXPENSE EXPERIENCED BY OWNER OR ANY PARTY IN A CONTRACTUAL RELATIONSHIP WITH OWNER, INCLUDING LOSS SUSTAINED AS A RESULT OF INJURY OR DAMAGE TO ANY PERSON OR PROPERTY.
18. **ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION REGARDING OPEN-FACED STRUCTURE.** To the extent the Proposal is for the construction of an open-faced structure (a/k/a open-sided building), Owner acknowledges that an open-faced structure is particularly susceptible to damage due to acts of God and inclement weather including, but not limited to, floods, storms, tornados, high winds, hail or other weather related damage, that may result in damage to real or personal property, or injury or death of the Owner or to third persons. Owner agrees to release, indemnify, save and hold harmless Graber and its officers, directors, shareholders, partners, employees and agents from and against any and all claims, demands, liabilities, causes of action, suits, debts, rights of action, rights of indemnity, costs, fees, losses, judgments or damages, including reasonable attorney's fees, arising out of or relating to any damage to real or personal property, injury or



Graber Post Buildings, Inc

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<https://www.graberpost.com>

PO Number:	
Preparer:	Rich Graber
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Date:	08/12/2020
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Building Contract

COMPLETED DATE: _____

death to Owner or third persons caused by acts of God or inclement weather regardless of whether or not any claims, demands, liabilities, causes of action, suits, debts, rights of action, rights of indemnity, costs, fees, losses, judgments or damages, including reasonable attorney's fees, is caused in part by any act or omission of an individual or entity indemnified hereunder. **Owner Initials:** _____

19. This Proposal, once executed by both parties, binds and benefits the parties and their respective successors and assigns. Owner may not assign this Proposal without the prior written consent of Graber.
20. In the event any provision of this Proposal shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Proposal.
21. This Proposal shall be governed by and construed under the laws of the State of Indiana.
22. This Proposal represents the entire agreement between the Owner and Graber and supersedes all prior negotiations, representations or agreements. This Proposal may be amended only by written instrument signed by both the Owner and Graber.
23. Graber's maximum liability shall not in any case exceed the Price, and shall in no event include any damages arising out of loss of use, lost profits or any other consequential damages.
24. All claims for alleged defects in the Work shall be deemed waived unless made in writing delivered to Graber within thirty (30) days after Substantial Completion. Owner shall afford Graber prompt and reasonable opportunity to inspect all Work as to which any claim is made.
25. Any controversy or claim arising out of or relating to this Proposal or the Work, or the breach thereof, shall be settled by arbitration held in Daviess County, Indiana, in accordance with the Rules of the American Arbitration Association, and judgment upon any award thereon may be entered in any court having jurisdiction thereof.
26. This Proposal and the Work shall be governed by and shall be construed according with the laws of the State of Indiana without reference to choice of law principles.
27. This Proposal, once executed by the parties and subject to the Terms and Conditions stated herein, may not be changed or terminated orally, and no change, termination or waiver of any of its provisions shall be valid unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced.
28. Any action or claim against Graber arising out of this Proposal or Work must be commenced within one year following Substantial Completion.
29. The officer executing the Proposal on behalf of Owner represents to Graber that he or she is duly authorized by Purchaser to do so.
30. Owner agrees to allow Graber to use pictures or recordings of their building for promotional and training purposes unless otherwise stated.
31. Graber Post Buildings, Inc will install a UV printed company logo upon completion of the building. We will ensure the logo will match the color combination of the building to the best of our ability.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

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

Surplus resolution 2020-12 and 2020-13 for Park equipment.

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:

Surplus Resolution 2020-12:

The two Skag mowers are unusable and the Cushman Truckster is 25 years old (parts are not available).

Surplus Resolution 2020-13:

The Volvo Skid Steer was replaced by the Bobcat Skid Steer purchased in 2020.

Person Presenting: Kelli Wiltner

Department: MC Parks & Recreation

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

Submitted by: Kelli Wiltner

Date: August 17, 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

RESOLUTION 2020-12
RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property set forth in the attached exhibit A shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with an estimated value of less than Five Thousand Dollars (\$5,000.00); if it is determined that the cost to sell the items is more than the estimated value, those particular items may be demolished, sold as scrap metal or junked and not sold.
3. The property described in Exhibit A may be sold at either a public auction, private sale, or traded in. If any of the above-described property fails to sell at the public auction, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this _____ day of _____, 2020.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

"NAYS"

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

Resolution 2020-12

Exhibit
A

Skag Mower-Qty 2



Cushman Truckster



RESOLUTION 2020-13
RESOLUTION CONCERNING SURPLUS PROPERTY

A resolution to declare certain personal property of Monroe County to be no longer needed and unfit for the purpose for which it was intended, and to be considered surplus property for purposes of disposal.

WHEREAS, the Board of Commissioners of Monroe County, Indiana are empowered to declare unneeded property to be surplus property; and,

WHEREAS, the Board of Commissioners of Monroe County, Indiana, may authorize the disposal of surplus property pursuant to IC 5-22-22- *et seq.*;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Monroe County, Indiana, that:

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property set forth in the attached exhibit A shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with an estimated value of more than one thousand dollars (\$1,000.00).
3. The property described in Exhibit A may be sold at either a public auction or Public sale. If any of the above-described property fails to sell at the public auction or Public Sale, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this _____ day of _____, 2020.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

"NAYS"

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

resolution 2020-13

Exhibit
A

Skid Steer



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

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

Service Agreement with Bluestone Tree for tree services at Flatwoods Park.

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: Parks Non-reverting

Fund Number 1179-30006

Amount: 1,388.00

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 Parks Board voted on August 19, 2020 to recommend Bluestone Tree to remove two dead Ash trees and top two Ash trees at Flatwoods Park. The tree debris will stay on site.

Person Presenting: Kelli Wiltmer

Department: MC Parks & Recreation

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

Submitted by: Kelli Wiltmer

Date: August 20, 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 for Services

Agreement made the _____ day of _____, 2020 between Bluestone Tree ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement. The project consists of tree removal and tree topping at Flatwoods Park.

The total amount paid to Contractor under this Agreement shall not exceed \$1,388 listed in "Exhibit A", without further written approval by the Commissioners. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, 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 the Project, except such claims, costs or suits arising out of the negligence of the Commissioners its employees.
3. **Worker's Compensation.** Contractor 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 Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make Monroe County aware of any conduct which may violate any Monroe County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Commissioners for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Commissioners for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

Jerad Oren
Print Name of Contractor
Bluestone Tree

[Signature]
Signature of Contractor
Bluestone Tree

6/20/20
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2020
pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor



BluestoneTree

Exhibit A

Proposal #6362

Created: 08/04/2020

From: Jerad Oren

PO Box 345 Clear Creek, IN 47426 812-824-3335 bloomington@bluestonetree.com

Proposal For

Andy French

899 West Church Lane
Bloomington, IN 47403

main: 812-272-4852
afrench@co.monroe.in.us

Location

9499 Flatwoods Rd
Gosport, IN 47433

ITEM DESCRIPTION	QUANTITY	AMOUNT
1) Tree Removal - No Cleanup <i>Flatwoods Park</i>	1	\$ 1,388.00
2 Ash trees, 2 Ash tops. 1 at park entrance, 3 near foot bridge. See attached pics. Safely dismantle tree. Leave wood in various lengths on site. No debris hauling. No cleanup.		

All work will be completed in accordance with this proposal unless otherwise agreed upon by both parties. Payment due upon receipt of invoice. Please note: There is a processing fee of 1.69% for all credit card transactions.

SUBTOTAL	\$ 1,388.00
SALES TAX	\$ 0.00
TOTAL	\$ 1,388.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Jerad Oren
jerad@bluestonetree.com

Photos

1) Tree Removal - No Cleanup



1) Tree Removal - No Cleanup



Flatwoods
Park

1) Tree Removal - No Cleanup



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: August 26, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

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

Service Agreement with Riverway Plumbing & Mechanical for water line replacement.

Vendor #

NEW

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 & Parks Non-reverting

Fund Number: 1000-30006 & 1179-30006

Amount: \$38,320.00

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 Parks Board voted on August 19, 2020 to recommend Riverway Plumbing & Mechanical to replace a water line at Karst Farm Park from Endwright Road to the Athletic Complex restroom building.

The water line in question has multiple leaks that can't be located, therefore the restroom is closed. It is suspected that the water leaking is traveling downward into Karst topography and not pooling at the surface. MCPR staff has consulted with CBU engineers on the project, and the only allowable solution is to replace the entire water line.

The current water line is low quality SDR-21 pipe with multiple connections. This combination makes the pipe more susceptible to water leaks. The proposed water line is a good quality Poly Pipe with only 7 connections, GPS locate on coupling, & trace wire.

Person Presenting: Kelli Wilmer

Department: MC Parks & Recreation

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

Attorney who reviewed: Margie Rice

Submitted by: Kelli Wilmer

Date: August 20, 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 for Services

Agreement made the _____ day of _____, 2020, between Riverway Plumbing & Mechanical ("Contractor") and the Monroe County Board of Commissioners ("Commissioners"). The Contractor and Commissioners mutually agree as follows:

The following terms shall apply:

1. **Scope of Project and Price.** Contractor shall perform the services listed on the attached proposal, and is marked as "Exhibit A" and is incorporated herein and made a part of this Agreement. The project consists of the replacement of a water line from Endwright Road to the Karst Farm Park athletic complex restroom facility.

The total amount paid to Contractor under this Agreement shall not exceed \$38,320 listed in "Exhibit A", without further written approval by the Commissioners. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. The Commissioners shall pay Contractor's submitted invoices within forty five (45) days of receipt.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, 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 the Project, except such claims, costs or suits arising out of the negligence of the Commissioners its employees.
3. **Worker's Compensation.** Contractor 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 Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Commissioners as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Commissioner's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran -- or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County's policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of Monroe County's policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make Monroe County aware of any conduct which may violate any Monroe County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless the Commissioners for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o 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.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Commissioners for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

Print Name of Contractor
Riverway Plumbing & Mechanical

Signature of Contractor
Riverway Plumbing & Mechanical

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2020
pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens

Penny Githens

ATTEST:

Catherine Smith, Auditor

Exhibit A

**RIVERWAY PLUMBING &
MECHANICAL**

5601 S Old St. RD 37

BLOOMINGTON IN 47401

812-327-8080

Fax # 812-824-0808

Bid Proposal

Invoice Number:
08072020d

Proposal
Date:08/07/2020

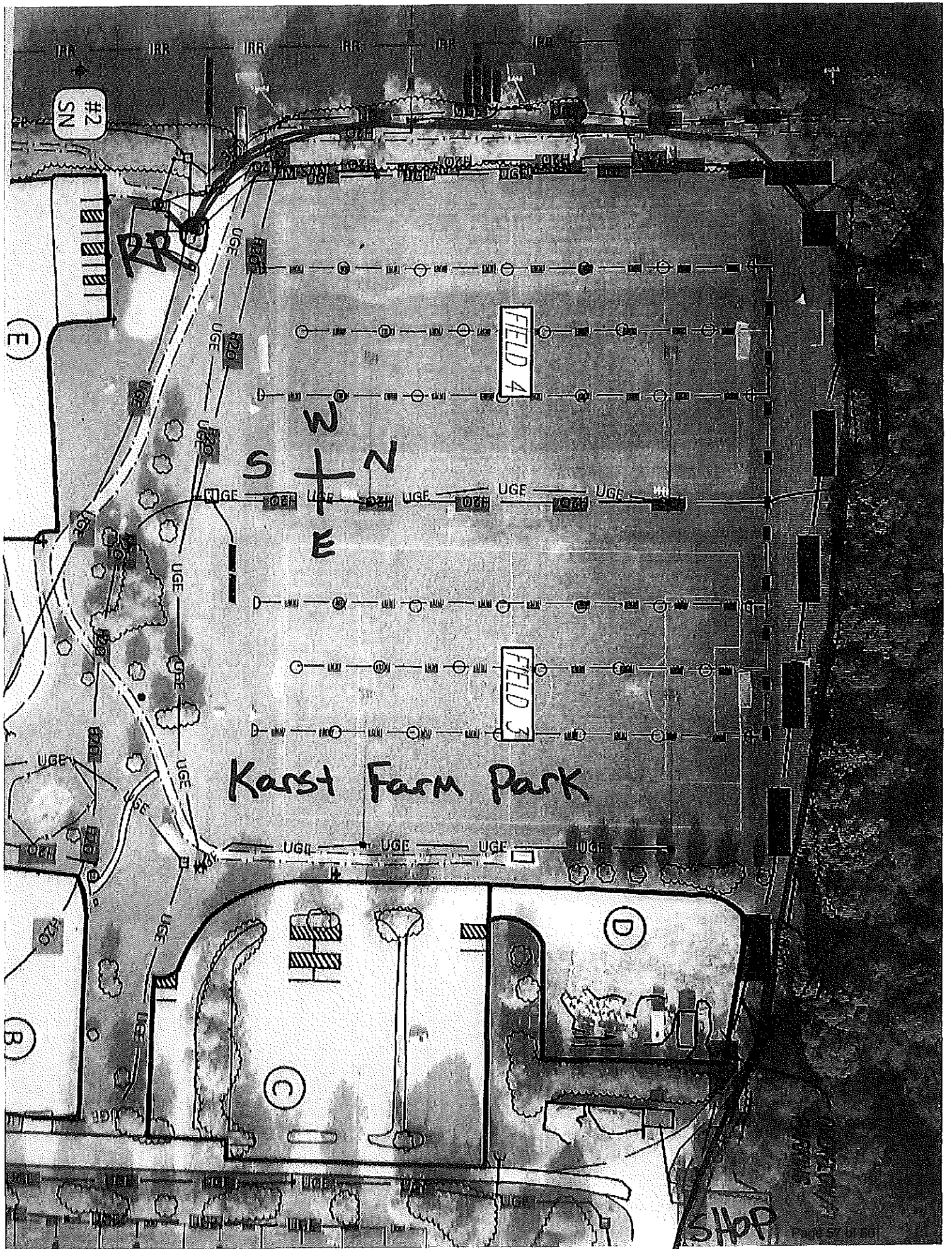
Info @ RiverwayPM.COM

Customer Information:

Karst Farm Park

Billing Address:		Contact:	
Company:	Monroe County Parks & Rec	Company:	
Name:	Jeff Sanders	Name:	Jeff Sanders
Address:	501 N Morton St	Phone::	8122727-67
		Project	Water line replacement
City/State/Zip	Bloomington IN 47404	email	

Qty.	Service Description	Amount
1	Direct bore line from water service from water meter to main building attach to curb stop and run new frost free hydrant by shop hook up building and water around building	
1	Direct bore from building to top of soccer field and install tee to feed drinking fountain and pump station	
1	Blow down by pump station and drinking fountain	
1	Supply all water piping material	
Note	Rock penetrations may add cost and non marked item	
1	GPS locate all couplings and trace wire	
	90 percent direct bore lines	
		Subtotal: \$38,320.00
		Tax: 0
		Shipping: 0
		Grand Total: \$38320.00



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

Item for Formal Meeting?

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Vendor #

All Grants must complete the following

Is this a grant request? Yes

If new vendor, enter 'NEW'

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:

Person Presenting: _____

Department: _____

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

Attorney who reviewed: _____

Submitted by: _____

Date: _____

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

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

BOC

Vendor Number:

Invoice Number	Invoice Date	DETAILED Description (Invoice & Packing Slip Must be Attached)	Fund-Account-Location	Qty	Unit Price	Total
COVID -19 (2)	8/25/2020	Emergency Food Relief	1186-36999-000-0068	1	\$25,000.00	\$25,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					TOTAL:	\$25,000.00

File Stamp

Department Grant Manager Signature

Page 59 of 60

BOC

An invoice or bill to be properly itemized must show kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Invoice Number	Invoice Date	DETAILED Description (Invoice & Packing Slip Must be Attached)	Fund-Account-Location	Qty	Unit Price	Total
COVID -19 (2)	8/25/2020	Emergency Food Relief	1186-36999-000-0068	1	\$5,000.00	\$5,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					TOTAL:	\$5,000.00

I hereby certify that the attached invoice(s) or bill(s) is (are) true and correct and that the materials or services itemed thereon for which charge is made and were ordered and received.

File Stamp

Date: 8/26/2020

Julie Thomas

President

Printed Name

Title

Signature

Department Grant Manager Signature

I hereby certify that the attached invoice(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-2.

Date:

Monroe County Auditor