MONROE COUNTY BOARD OF COMMISSIONERS’ AGENDA
SEPTEMBER 16, 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://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUJwV3RoeDFIzdG5GUT09
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. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES

V. APPROVAL OF MINUTES
   • SEPTEMBER 2, 2020 REVISED
   • SEPTEMBER 9, 2020

VI. APPROVAL OF CLAIMS DOCKET
   • ACCOUNTS PAYABLE – SEPTEMBER 16, 2020
VII. NEW BUSINESS

A. MOVE TO APPROVE: RATIFICATION OF MONROE COUNTY CLERK CONTRACT WITH CONVENTION CENTER.
FUND NAME: ELECTION FUND NUMBER: 1215-30006-0062 AMOUNT: $3,450
Executive Summary: This agreement will provide two rooms in the convention center to train approximately 300 Poll Workers for the General Election.
Tressia Martin, Deputy Clerk

B. MOVE TO APPROVE: SITEIMPROVE AGREEMENT REGARDING ADA COMPLIANCE.
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30041 AMOUNT: $11,750
Executive Summary: This agreement will allow SiteImprove to provide regular auditing and consulting with regards to all County websites for the purpose of ensuring and maximizing usability and compliance with the ADA.
Eric Evans, Technical Services

C. MOVE TO APPROVE: MATRIX INTEGRATION FOR IT CONSULTING SERVICES.
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30025 AMOUNT: $5,820
Executive Summary: This agreement will allow Matrix Integration to provide IT consulting services for the purpose of migrating to our new firewall cluster.
Eric Evans, Technical Services

D. MOVE TO APPROVE: (A) PUBLIC HEARING REGARDING ADDING BENTON TOWNSHIP TO THE MONROE FIRE PROTECTION DISTRICT AND;
(B) ORDINANCE 2020-36- ADDING BENTON TOWNSHIP TO THE MONROE FIRE PROTECTION DISTRICT.
FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A
Executive Summary: State Law requires a public hearing when considering adding territory to a fire protection district. In order to approve the addition, the County Commissioners must determine that, as a matter of public policy, the Fire Protection District should be established in the proposed area. The County has published notice for a public hearing on this item.
Jeff Cockerill, Attorney

E. MOVE TO APPROVE: CSX TRANSPORTATION, INC AGREEMENT.
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169 AMOUNT: $14,300
Executive Summary: This agreement is for project coordination with CSX for Vernal Pike Connector Road Project. The new roadway alignment will be going over the existing railroad. CSX will require Monroe County to submit preliminary and final engineering and design plans, specifications, drawings, agreements and other
documents pertaining to the project for their review and approval. This agreement is for the payment of the required engineering work for the project.

Lisa Ridge, Highway

F. MOVE TO APPROVE: ORDINANCE 2020-35; AMEND THE FOLLOWING ORDINANCES:
SPEED LIMIT 86-09; STOP SIGN 86-06; YIELD SIGN 86-12 AND NO TRUCKS 89-01.

Executive Summary: This ordinance will amend various road/traffic ordinances.

Lisa Ridge, Highway

G. MOVE TO APPROVE: INDOT CHANGE ORDER #18 FOR FULLERTON PIKE PH I.
FUND NAME: LOCAL ROAD AND STREET FUND NUMBER: 1169
AMOUNT: $7,804.99

Executive Summary: This change order is for milling the driveway at the Pomp’s car wash. After the driveway was built to design, lower sitting vehicles were scraping on the bottom.

Lisa Ridge, Highway

VIII. APPOINTMENTS
IX. ANNOUNCEMENT
X. ADJOURNMENT
I. CALL TO ORDER BY COMMISSIONER THOMAS

II. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

III. DEPARTMENT UPDATES
   • Health – Penny Caudill
   • Emergency Management – Allison Moore
   • Highway – Lisa Ridge
   • Stride Center – Gregory May

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES
   • NONE

V. APPROVAL OF MINUTES
   • AUGUST 26, 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 – SEPTEMBER 2, 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
   • CLERK OF THE CIRCUIT COURT – JULY 2020
   • WEIGHTS AND MEASURES – JULY 16 – AUGUST 15, 2020

VIII. NEW BUSINESS

A. MOVE TO APPROVE: RATIFICATION OF MIDWEST ABSENTEE BALLOT AGREEMENT.
   FUND NAME: ELECTION FUND    FUND NUMBER: 1215-010-30006
   AMOUNT: $2,000
   Jones made motion to approve. Githens seconded.
   Thomas made motion to amend amount to $4,000.
   Public comment – None.
   Attorney Jeff Cockerill called roll on motion.
   Thomas – yes
   Jones – yes
   Githens – yes
   Attorney Jeff Cockerill called roll on amended motion.
   Thomas – yes
   Jones – yes
   Githens - yes
   Motion carried 3-0.

B. MOVE TO APPROVE: LETTER OF ENGAGEMENT WITH WAGGONER, IRWIN,
   SCHEELE, INC.
   FUND NAME: COUNTY GENERAL    FUND NUMBER: 1000  AMOUNT: $98,720
   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: EMPACT SOLUTIONS AGREEMENT REGARDING JUVENILE DETENTION ALTERNATIVES INITIATIVE.
FUND NAME: JDAI PROGRAMING  FUND NUMBER: 9145  AMOUNT: $8,500
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: ORDINANCE 2020-08; HOLLAND PINES REZONE.
FUND NAME: N/A  FUND NUMBER: N/A  AMOUNT: N/A
Jones made motion to approve. Githens seconded.

During its February 18, 2020 meeting, the Plan Commission voted to forward the Holland Pines Rezone petition to the Commissioners with a favorable recommendation.
The Plan Commission’s recommendation was certified to the Commissioners on February 21, 2020.
The Indiana Code provisions on rezoning state that if a rezoning proposal receives a positive recommendation from the plan commission and is not acted on within 90 of certification, the rezone takes effect as if it had been adopted.
Sadly, the County staff dropped the ball and did not place the Holland Pines Rezone on the Commissioners’ agenda for action within the 90 day period.
As a result, it is my opinion that the Holland Pines Rezone has taken effect by operation of law and there is no need for further action.
This oversight has foreclosed the opportunity for further, meaningful, public comment on the petition. And the oversight has foreclosed the Commissioners ability to express their legislative wills on the matter.
David Schilling, County Attorney

E. MOVE TO APPROVE: AMERICAN STRUCTUREPOINT, INC. AMENDMENT #6 FOR HUNTERS CREEK ROAD PROJECT, PH II & III.
FUND NAME: LOCAL ROAD AND STREET  FUND NUMBER: 1169
AMOUNT: $34,900
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: INDOT CHANGE ORDER # 6 AND #8 FOR FULLERTON PIKE, PH II
FUND NAME: LOCAL ROAD AND STREET         FUND NUMBER: 1169
AMOUNT: TOTAL $11,134.80        80/20 match amount $2,226.96
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.

IX. APPOINTMENTS
• None

X. ANNOUNCEMENTS

• ELECTION DAY IS TUESDAY, NOVEMBER 3, 2020
Last day to register to vote is Monday, Oct 5, 2020. To register or to check your voting status go to www.indianavoters.com
Early voting at Election Center located at 401 W 7th Street, Bloomington, IN 47404, on the following dates:
• October 6 – 9, 8am – 6 pm (Monday – Friday)
• October 12- 16, 8am – 6pm (Monday – Friday)
• October 19 – 23, 8am – 6pm (Monday – Friday)
• October 24, 9am – 4pm (Saturday)
• October 26 – 30, 8am – 6pm (Monday – Friday)
• October 31, 9am – 4pm (Saturday)
• November 2 – 8am – Noon (Monday)

• Monroe County Commissioners are sponsoring a BLOOD DRIVE, on the following dates:
  ▪ Tuesday, September 29
  ▪ Thursday, October 22
  ▪ Monday, November 9
  ▪ Monday, December 21
All appointment times will be 10 am to 3 pm and held 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 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!

• 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.

• 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.

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• 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

• 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.

• Next Commissioners Meeting will be September 9, 10am via ZOOM

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<td><a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a></td>
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XI. ADJOURNMENT
The minute’s summary of the September 2, 2020 Board of Commissioners’ meeting were approved on, September 9, 2020.

Monroe County Commissioners

Ayes:                                         Nays:

_________________________________          _________________________________
Julie Thomas, President                  Julie Thomas, President

_________________________________          _________________________________
Lee Jones, Vice President     Lee Jones, Vice President

_________________________________                    __________________________________
Penny Githens      Penny Githens

Attest:

_____________________________________
Catherine Smith, Auditor

*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.
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
   • Correctional Center – Sam Crowe

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES
   • Laura Monroe - Community resident
   • Janna Arthur - Community resident
   • Nicole Johnson – Community resident

V. APPROVAL OF MINUTES
   • SEPTEMBER 2, 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 – SEPTEMBER 9, 2020
   • PAYROLL – SEPTEMBER 11, 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. NEW BUSINESS
   A. MOVE TO APPROVE: MATHEU ARCHITECTS AGREEMENT FOR RECORDERS OFFICE
      FUND NAME: PERPETUATION  FUND NUMBER: 1189
      AMOUNT: NOT TO EXCEED $9,000
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: NATIONAL CINEMEDIA AGREEMENT FOR YSB SAFE PLACE.
      FUND NAME: RUNAWAY HOMELESS YOUTH  FUND NUMBER: 8120
      AMOUNT: $1,440
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: ASI AGREEMENT REGARDING HIGHWAY AND EMERGENCY MANAGEMENT.
   FUND NAME: COUNTY GENERAL            FUND NUMBER: 1000
   AMOUNT: $400/BIWEEKLY
   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: INDOT CHANGE ORDER(S) #21 & #22 FOR FULLERTON PIKE PH I.
   FUND NAME: LOCAL ROAD AND STREET      FUND NUMBER: 1169
   AMOUNT: $6,553
   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: INDOT AGREEMENT FOR BICENTENNIAL PATHWAY.
   FUND NAME: CUMULATIVE CAPITAL         FUND NUMBER: 1138
   AMOUNT: $2,787,262
   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.

VIII. APPOINTMENTS
   • None
IX. ANNOUNCEMENTS

• **ELECTION DAY IS TUESDAY, NOVEMBER 3, 2020**
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• **POLL WORKERS NEEDED** – Contact Election Central for more details 812.349.2612 or www.monroecountyvoters.us.

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Next Commissioners’ Meeting will be September 16, 2020, 10am via ZOOM.

X. ADJOURNMENT
The minute’s summary of the September 9, 2020 Board of Commissioners’ meeting were approved on, September 16, 2020.

**Monroe County Commissioners**

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<tr>
<td>Julie Thomas, President</td>
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<tr>
<td>Lee Jones, Vice President</td>
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<td>________________</td>
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<td>Penny Githens</td>
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Attest:

| ____________________________ |
| ____________________________ |
| Catherine Smith, Auditor |

*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: 09/16/2020

Item for Formal Meeting? [✓] OR Item for Work Session / Discussion
(Ex: Routine items, continuing grants)

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

CONVENTION CENTER CONTRACT

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: CLERK ELECTION
Amount: $3480.00

Fund Number: 1215-30006-0062

Executive Summary:

TWO ROOMS IN THE CONVENTION CENTER TO TRAIN APPROXIMATELY 300 POLLWORKERS FOR THE GENERAL ELECTION.

Person Presenting: TERRY MARTIN
Department: CLERK'S OFFICE

Attorney who reviewed:

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

Submitted by: ☐
Date: ☐

Each agenda request and all necessary documents to the Auditor’s Office (Anita Freeman) at: afrassault@co.mo.moe.in.us AND to the Commissioner’s Office e-mail: Commissionersoffice@co.mo.moe.in.us

Form Approved 1/1/19
E14425 - Monroe County Clerk's Office

Television
Classroom
Training Classroom
7:00 am 9:00 pm
7:00 am 9:00 pm
7:00 am 9:00 pm
7:00 am 9:00 pm
7:00 am 9:00 pm

$3,450.00

Subtotal $3,450.00 Paid

Taxes (9%) $0.00 Balance
Serv Chg (20%) $0.00 Card Holder
Total Value $3,450.00 Signature

Card Number
Expires

Visa/MasterCard* 4% charge added to all Credit Card Payments. Make checks payable to Monroe Convention Center.

Please return the contract by 9/28/2020. If the contract is not received by this date we will release your tentative hold. The reservation fee is non-refundable and non-transferable. Final payment will be due prior to the function unless specific arrangements are made, or a 1.5% finance charge will be added to your invoice.

I have read the above contract and agree to the Agreement Policies as well as any terms and conditions on any contract addendum which I may sign.

Client: Julie Thomas
Sales Rep: Jan Kautz

Monroe Convention Center
202 South College Avenue, Bloomington, IN 47403-1509
Telephone: (812) 335-3631  Fax: (812) 349-2361
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 09/16/2020  
Item for Formal Meeting?  ✓  OR  Item for Work Session / Discussion  
(Ex: Routine items, continuing grants)  
Title of item to appear on the agenda:  
Include VENDOR’s Name in title if appropriate  
Service agreement with Sitelprove to provide ADA compliance services to Monroe County Websites  
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:  Cumulative Capital Development  
Fund Number: 138-30041  
Amount: $11,750  
Executive Summary:  
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.  
This is an agreement for Sitelprove to provide regular auditing and consulting with regards to all County websites for the purpose of ensuring and maximizing usability and compliance with the ADA.  
Person Presenting: Eric Evans  
Department: TSC  
Attorney who reviewed: Jeff Cockerill  
Submitted by: Eric Evans  
Date: 09/11/2020  
County Legal Review required prior to submission of this form for all contracts  
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
Proposal for Monroe County
August 2020

Andrew Urness
Government Account Executive
612-590-7581
aurn@siteimprove.com

Perfect Your Digital Presence
Executive Summary

1. Siteimprove is pleased to present the following solution overview to Monroe County. Siteimprove offers the world's most comprehensive cloud-based Digital Presence Optimization (DPO) software. The Siteimprove Intelligence Platform provides eye-opening insights that empower you and your team to create higher quality content, drive better traffic, measure digital performance, and work towards regulatory ADA compliance—all from one place. Siteimprove is also proud to offer best-in-class technical support, academy courses, services, and technology integrations.

<table>
<thead>
<tr>
<th>Section I:</th>
<th>Understanding Your Needs</th>
<th>Pages 2-4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Business Objectives</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Challenges &amp; Capabilities Needed</td>
<td></td>
</tr>
<tr>
<td>Section II:</td>
<td>Siteimprove Solution Recommendation</td>
<td>Pages 5-7</td>
</tr>
<tr>
<td>Section III:</td>
<td>Implementation &amp; Success Plan Overview</td>
<td>Pages 7-8</td>
</tr>
<tr>
<td>Section IV:</td>
<td>Investment Summary</td>
<td>Page 8</td>
</tr>
</tbody>
</table>

I. Understanding Your Needs

Business Objectives
We have collaborated with Eric Evans to identify the key objectives driving the need to improve your website management. Through these conversations, we understand your business objectives are:

1. A cleaner, error-free website
2. Enforced content standards for those who edit the website
3. An Accessible Website that complies with ADA Compliance Mandates
4. Institutional Training and robust Reporting
Challenges and Capabilities Needed

As part of our analysis we have collectively identified the challenges and the capabilities that are needed for you to meet your objectives. These identified issues and capabilities are as follows:

<table>
<thead>
<tr>
<th>Challenges/Areas of Concern</th>
<th>Siteimprove Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improved User Experience</td>
<td>- Automated scans to find every broken link, internal or external, and highlight directly on page</td>
</tr>
<tr>
<td></td>
<td>- On page highlighting of all misspellings, and potential misspellings with customized dictionary that covers over 50 languages</td>
</tr>
<tr>
<td></td>
<td>- Readability checks to highlight difficult to read pages</td>
</tr>
<tr>
<td></td>
<td>- Inventory and audit of all pages, documents, and media, with robust filtering capabilities</td>
</tr>
<tr>
<td></td>
<td>- Identify pages that are not being viewed by your residents and eliminate those pages to cut down unneeded content</td>
</tr>
<tr>
<td></td>
<td>- Filter and enforce by document age, size, status, etc.</td>
</tr>
</tbody>
</table>

Perfect Your Digital Presence

Siteimprove
### Objective 2 – Enforced Content Standards

<table>
<thead>
<tr>
<th>Challenges/Areas of Concern</th>
<th>Siteimprove Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensuring Monroe County’s content standards are enforced</td>
<td>Policy module allows web teams to assign rules to pages, documents, and media</td>
</tr>
<tr>
<td></td>
<td>Set parameters that media must be posted within</td>
</tr>
<tr>
<td></td>
<td>Break down the website into sections based off your departments to increase workflow and website organization.</td>
</tr>
</tbody>
</table>

### Objective 3 – ADA Compliance

<table>
<thead>
<tr>
<th>Challenges/Areas of Concern</th>
<th>Siteimprove Capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website accessibility compliance for residents with disabilities</td>
<td>137 accessibility checks, WCAG 2.1 guideline checks, HTML and CSS validation, 13 PDF checks</td>
</tr>
<tr>
<td></td>
<td>Consulting services with accessibility experts</td>
</tr>
<tr>
<td></td>
<td>Robust Accessibility Progress Reports 137 accessibility checks, WCAG 2.1 guideline checks, HTML and CSS validation, 13 PDF checks</td>
</tr>
<tr>
<td></td>
<td>Consulting services with accessibility experts</td>
</tr>
<tr>
<td></td>
<td>Siteimprove Academy to provide accessibility education – IAAP certified</td>
</tr>
<tr>
<td></td>
<td>Robust accessibility progress reports</td>
</tr>
<tr>
<td>Challenges/Areas of Concern</td>
<td>Siteimprove Capabilities</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Institutional training and reporting</td>
<td>Academy Seats, filled with Accessibility and SEO courses ranging from beginner to expert</td>
</tr>
<tr>
<td></td>
<td>Testing requirements and certificates of completion built-in</td>
</tr>
<tr>
<td></td>
<td>Full Administrative visibility into user progress, completions, overdue courses, and completed certificates</td>
</tr>
<tr>
<td></td>
<td>Earn ADA certificates credited by the IAAP</td>
</tr>
<tr>
<td></td>
<td>Automated and customized reports, able to demonstrate progress and county-wide improvement</td>
</tr>
</tbody>
</table>

II. **Siteimprove Solution Recommendation**

As part of our business evaluation, we have worked with Monroe County to design a set of solutions to address your county’s specific needs and to develop a value summary that provides an estimate of the total value generated through the implementation of these solutions. Our recommended solution – and the value we expect to generate together – is highlighted on the next page.
Siteimprove Marketing Suite

Academy
- Your solution for large scale online training on topics including web accessibility, analytics, SEO, and more. Train yourself, your team, or your whole county on what matters most in today's digital landscape.

Accessibility
- Identify, understand, and resolve accessibility errors with on-page highlighting and clear explanations of detected issues
- Get practical recommendations to prioritize tasks and speed progress
- Track and celebrate achievements with dynamic progress bars and tangible score improvements

Quality Assurance
- See your content more clearly with a full inventory showing you every page, link, media file, and more
- Identify, locate, and prioritize errors so you can say goodbye to broken links and misspellings
- Match your visitors' reading level by testing your content against one of seven recognized readability tests

Policy
- Find and resolve branding, legal, or regulatory policy violations to secure consistency and integrity
- Mitigate risk by ensuring that required content is present, while unwanted content is not
- Employ best practices by finding and fixing issues like missing alt text (Accessibility), commonly misspelled terms (Quality Assurance), and more
SEO
- Work smarter, not harder with a comprehensive score and prioritized list of issues that removes the guesswork of what to address first
- Check your website against 60+ SEO factors and begin optimizing immediately with issues highlighted on-page
- Learn from the best with instructions from SEO experts to hone your skills and polish your website at the same time

Response
- Catch issues before visitors do with 24-hour monitoring and alerts when key pages are down or slow
- Observe uptime, response time, and downtime to discover patterns and prevent future problems

Analytics
- Visually track visitor behavior through Heat, Click, Scroll, and Segmentation Maps
- Using unique government data to increase conversions, continuously monitor your residents experience to change what needs to be changed, drive the website to provide more revenue, and setup a retention policy to remove the unneeded content clogging the site through scalability and ease of use.

III. Implementation & Success Plan Overview

Support Overview
On your digital certainty journey, Siteimprove is by your side for every challenge and every victory. All Siteimprove packages are backed by a comprehensive self-service experience, including an extensive online universe of how-to guides and articles, a user community for sharing best practices, in-product tutorials, and more. Phone and email support is provided free of charge, and additional service solutions are available to accommodate your more advanced training and support needs

Perfect Your Digital Presence
Premium Plan

An annual agreement perfect for large counties, this plan complements standard support with value-added services. Highlights include:

- Advanced technical setup
- One business day initial response time guarantee
- Assigned Customer Success Manager

IV. Investment Summary

Through a partnership with Siteimprove, a trusted Indiana market leader, you will empower your digital management team with automated maintenance tools, consultants, educational courses, and training to make immediate improvements for your resident's experience on the Monroe County website.

<table>
<thead>
<tr>
<th>Solution</th>
<th>Terms</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Siteimprove Content Suite</td>
<td>1-Year</td>
<td>$11,750</td>
</tr>
<tr>
<td>Premium Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation/Set-up Fee</td>
<td></td>
<td>$2,000*</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>$11,750</td>
</tr>
</tbody>
</table>

*$2,000 Implementation Fee is waived if decision is made by October 1st, 2020.
Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("Agreement") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Minneapolis, MN 55439, and its Affiliates (defined below) (collectively, "Siteimprove") and Monroe County ("Customer" / "you" / "your") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document, (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before September 25, 2020. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("Included Services"): 

Product Bundle: Government & Non-Profit Complete

<table>
<thead>
<tr>
<th>Included Services</th>
<th>Limits (the &quot;Limits&quot;)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance</td>
<td>5,000 Pages</td>
</tr>
<tr>
<td>Crawls website and identifies quality issues.</td>
<td></td>
</tr>
<tr>
<td>Policy</td>
<td></td>
</tr>
<tr>
<td>Allows Customer to set website parameters to ensure consistency in content.</td>
<td></td>
</tr>
<tr>
<td>Accessibility</td>
<td></td>
</tr>
<tr>
<td>Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.</td>
<td></td>
</tr>
<tr>
<td>SEO</td>
<td></td>
</tr>
<tr>
<td>Details technical and content-related issues affecting search engine rankings and traffic to the website.</td>
<td></td>
</tr>
<tr>
<td>Priority</td>
<td></td>
</tr>
<tr>
<td>Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.</td>
<td></td>
</tr>
<tr>
<td>PDF Scanning</td>
<td>500 PDFs</td>
</tr>
<tr>
<td>Response</td>
<td></td>
</tr>
<tr>
<td>Monitors website's availability and performance.</td>
<td>3 Response Check Points</td>
</tr>
<tr>
<td>Usability</td>
<td></td>
</tr>
<tr>
<td>Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.</td>
<td>10 Maps</td>
</tr>
<tr>
<td>Success Plan: Premium</td>
<td></td>
</tr>
</tbody>
</table>

* The Limits consist of the following and their applicable definitions:

- **Pages**: A Page is an electronic document created with HTML and accessible with a browser.
- **Response Check Points**: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.
- **Yearly Page Views**: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.
Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at http://my.siteimprove.com. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Academy Plus

Siteimprove’s Academy offers courses on Accessibility, Analytics, and SEO (each a “Course”). The Included Services also include access to Siteimprove’s Academy Plus for up to 20 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in Exhibit A.
- Websites can be added to the Included Services, subject to the approval of Siteimprove. Additional URLs may subject you to additional charges, which will be documented in a mutually-agreed change order.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Term

The first date for this Agreement (the “Effective Date”) is the date of your signature below. This Agreement will remain in force for a period of 1 year following the Effective Date (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the “Renewal Term”) until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: $11,750 (the “Fee”).

Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:
Act With Digital Certainty

- On the date of your signature below, you will be invoiced for the Fee and, if applicable, the Implementation Fee set forth in Exhibit D.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (Exhibit B).
Customer Information (Required)

You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.

Service Address (Must be a physical address. The Service Address cannot be a PO Box)

Name:

Address:

Email:

Phone:

Billing Address (only complete if different from Service Address)

Name:

Address:

Email:

Phone:
Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

☐ Yes, please attach exemption form.

☐ No.

Is a Purchase Order Number ("PO") required?

☐ Yes, please provide Purchase Order Number: __________________________

☐ No

If a PO is required, will you be providing a new PO for each invoice?

☐ Yes

☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices
Act With Digital Certainty

Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc. 

Monroe County

________________________
Signature

________________________
Signature

________________________
Name

________________________
Name

________________________
Date

________________________
Date
Act With Digital Certainty

Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- www.co.monroe.in.us/
- flymonroe_county.com/
- www.monroecoswcd.org/
- monroecountysheriffsoffice.us/
- mcparksandrec.org/wp/
- www.co.monroe.in.us/
- gogreendistrict.com/index.html
- www.monroe_prosecutor.us/
- www.co.monroe.in.us/
- monroecountyvoters.us/
Exhibit B: Terms and Conditions

1. DEFINITIONS
a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.
b. “Affiliate” means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.
c. “Confidential Information” means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior to or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES; RENEWALS
Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. The Fee during any Renewal Term will be increased by 3% above the Fee in the immediately prior term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Induced Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Induced Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION
a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.
b. **For Convenience.** During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 90-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. **INCLUDED SERVICES**
Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.

a. **Ownership.** Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. **Use.** The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer’s internal business purposes by Customer’s authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. **Restrictions.** This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, license, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law.

Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove’s intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. **Support.** Siteimprove will provide support to the Customer pursuant to the agreed plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. **Operational Data.** The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer’s compliance with the terms and conditions of this Agreement and protecting Siteimprove’s intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

f. **Development Site.** The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer’s new website (a “Development Site”) for up to one (1) year at no additional charge (“Complimentary Scanning”). Customer’s live website must be included in Customer’s subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer’s permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (https://support.siteimprove.com).

5. **REPRESENTATIONS AND WARRANTIES**

a. **For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will
not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEURE
No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ('Impacted Party') reasonable control ('Force Majeure Events'). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7. LIMITATION OF LIABILITY
a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY
Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or
Act With Digital Certainty

disclosure of the disclosing party’s Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party’s Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. ASSIGNABILITY
This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES
Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Customer Information Section. Notice to Siteimprove should be sent to:
Siteimprove, Inc.
Attn: Legal Department
7807 Creekridge Circle
Minneapolis, MN 55439
With a copy to:
legal@siteimprove.com

11. GOVERNING LAW
This Agreement will be governed by and construed in accordance with the laws of Indiana and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Indiana will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

12. NO WAIVER
The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

13. PUBLICITY
Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

14. COUNTERPARTS
The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

15. SEVERABILITY
Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

16. ENTIRE AGREEMENT
This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.
Exhibit C - Premium Success Plan

1. SCOPE OF SERVICES. Siteimprove provides Premium support, education services, and training as set forth in this Premium Success Plan.

2. CUSTOMER SUCCESS MANAGER. Premium Success Customers are assigned a Customer Success Manager (CSM) – a solution expert who understands the Customer’s business priorities and desired outcomes. The CSM quickly and effectively collaborates with technical support and other Siteimprove teams to manage the Customer’s issues to resolution, offers guidance to the Customer on best practices and training needs of users, and reports progress on a regular basis. During the Initial Term and each Renewal Term, the CSM will schedule semi-annual strategy calls with Customer.

3. EDUCATION SERVICES. Customer shall have access to Siteimprove’s Academy Plus, Self-Help Resources, and training during the Initial Term and any Renewal Term.

   3.1 ACADEMY PLUS. The Included Services include access to Siteimprove’s Academy Plus for up to 20 users at no additional charge. Siteimprove’s Academy offers courses on Accessibility, Analytics, and SEO (each a “Course”). Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at http://my.siteimprove.com.

   3.2 SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what’s new, read technical notes, and access free webinars.

   3.3 TRAINING. Customer will receive six (6) consecutive hours of training during the Initial Term and each Renewal Term with a Siteimprove employee. Unless agreed otherwise, training will be conducted over the phone or internet from Siteimprove’s office. Customer and Siteimprove will cooperate in scheduling the training based on Siteimprove resource availability. Unused training hours do not roll over from one term to another.

4. ADVISORY SERVICES. Customer will receive up to two (2) hours of Advisory Services with Siteimprove’s domain experts during the Initial Term and each Renewal Term. Unless scheduled with the training set forth in Section 3.3, the Advisory Services will be conducted over the phone or internet from Siteimprove’s office. Customer and Siteimprove will cooperate in scheduling the Advisory Services based on Siteimprove resource availability. Siteimprove has sole discretion to determine which resources to assign to Advisory Services. Advisory Services do not include any form of remediation; Customer is solely responsible for all remediation based on the results of Advisory Services. Unused Advisory Service hours do not roll over from one term to another.

5. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

   5.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. “Business Days” are defined as the days on which Customer’s regional support center is open for business (see Section 6).

   5.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer’s systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

   COSMETIC | MINOR | MAJOR | CRITICAL
6. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA, and APAC. Open hours for these regional support centers are as follows:

- Americas Support Center - Minneapolis, MN, USA
  Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year’s Eve

- EMEA Support Center - Copenhagen, Denmark
  Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 LTC excluding Danish public holidays

- APAC Support Center - Sydney, NSW, Australia
  Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC excluding New South Wales national and regional public holidays

7. SYSTEM AVAILABILITY.

7.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time (“System Availability”). System Availability is calculated as:

\[
\frac{\text{Total number of minutes in a calendar month} - (\text{Scheduled Downtime} + \text{Unscheduled Outage Time})}{\text{Total number of minutes in a calendar month} - \text{Scheduled Downtime}} \times 100\%
\]

Scheduled Downtime is defined in Section 10. “Unscheduled Outage Time” is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 6.3 (Exceptions).
7.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at http://status.siteimprove.com/ (https://support.siteimprove.com/); (c) resolve the outage or, if determined to be an Internet provider problem, open a ticket with the Internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 7.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

7.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer’s misuse of the Included Services; (ii) failures of Customer’s Internet connectivity; (iii) Customer’s failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

8. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("Response Rate"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove’s choosing and reporting is available upon written request.

9. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("Service Credit"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer’s Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer’s sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

10. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the Included Services ("Scheduled Downtime") as long as Customer has signed up for the alerts at http://status.siteimprove.com/ (https://support.siteimprove.com/).

11. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

12. TERM. This Premium Success plan remains in force for the Initial Term and any applicable Renewal Term. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.
Exhibit D - Premium Implementation Plan

1. SCOPE OF SERVICES. Siteimprove provides set-up, configuration, data integration, and education services as set forth in this Premium Implementation Plan.

2. IMPLEMENTATION TEAM. Siteimprove will assign a Customer Success Manager, Technical Support Engineer, and Implementation Analyst to Customer to manage the Premium Implementation Plan.

3. TIMELINE. Scope of Services described in Section 1 and this Implementation Plan shall take approximately 2-4 weeks from the Effective Date. During this time and upon completion, the Included Services can be accessed at http://my.siteimprove.com.

4. SET-UP AND CONFIGURATION. The Implementation team will work with Customer to set up and configure its account. Set-up and configuration may include the following:
   - Configuration of access settings for up to 50 users and 5 groups
   - 2 hours of custom configuration. Customer configuration could include, but is not limited to:
     - Advanced policies
     - Dashboards and reports
     - Behavior Maps and User Journeys
     - CMS deep-link
     - Event-tracking setup
     - Internal search tracking
   - Set-up of Development website crawls (subject to additional terms and conditions)
   - Set-up of non-public website (excluding development sites and subject to additional terms and conditions)
   - SSO configuration and access
   - API Support

5. DATA INTEGRATION. The implementation team will assist Customer with data integration. This includes but is not limited to Jira or Sitecore.

6. EDUCATION SERVICES. Customer shall have access to Siteimprove’s Academy Plus and Self-Help Resources during the Initial Term and any Renewal Term.

   6.1 ACADEMY PLUS. The Included Services include access to Siteimprove’s Academy Plus for up to 20 users at no additional charge. Siteimprove’s Academy offers courses on Accessibility, Analytics, and SEO (each a “Course”). Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

   6.2 SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what’s new, read technical notes, and access free webinars.

7. FEE AND INVOICING. The fee for the Premium Implementation Plan is $2,500. The fee is a one-time fee that will be invoiced together with your annual Fee on your first applicable invoice date.
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 09/16/2020
Item for Formal Meeting? ☑️
(Ex: Routine items, continuing grants)

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 Matrix Integration to provide IT consulting services.
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: __________________________

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

Fund Name: Cumulative Capital Development
Fund Number: 1138-30025
Amount: $5,820

Executive Summary:
This is an agreement for Matrix Integration to provide IT consulting services to Monroe County for the purpose of migrating to our new firewall cluster.

Person Presenting: Eric Evans  Department: TSD

Attorney who reviewed: Jeff Cockerill

Submitted by: Eric Evans  Date: 09/11/2020

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

County Legal Review required prior to submission of this form for all contracts
Professional Services
Service Agreement

Prepared For:
Monroe County Government

Eric Evans
501 N Morton Street, Suite 200
Bloomington, IN 47404

Project Name:

Firewall Migration

Created: August 20, 2020
Expires: September 25, 2020

Prepared by:

Reggie Gresham
Client Executive
(502) 242-5309
rgresham@matrixintegration.com

Jeffrey Hughes
Solutions Architect
(812) 481-5119
jhughes@matrixintegration.com
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The Matrix Story

It all started in the early 70’s. Entrepreneur Brenda Stallings purchased a music store and, shortly after, a Radio Shack franchise. As those businesses grew, she began to recognize growing demand for two new related sectors: computers and telecommunications equipment. Thus, Brenda started two new divisions in 1979, The Computer Center and Commsound Telecommunications.

Both companies were successful and after much evolution and adaptation in the fast-growing technology industry, the two businesses merged in 1997. Brenda, along with co-owner Dan Fritch, named the combined venture: Matrix Integration. We founded the company around a central philosophy — help clients achieve their goals through the use of technology. 35 years later, this philosophy continues to guide our success, serving more than 1000 clients in more than a dozen industries nationwide.

Today our team—nearly 100 engineers, solutions architects and business professionals—advise clients ranging from global enterprises to small and mid-size organizations.

We collaborate with our clients; asking questions that reveal their needs then follow through with candid, trustworthy analysis and actionable advice.

We leverage our expertise, proficiency and partner ecosystem to create solutions that address our clients’ goals. And we continue to evolve our portfolio of solutions and challenge our own business model to impact the businesses and communities we serve.

As a result, we are trusted technology advisors to countless people who rely on our team to design, implement and utilize technology to enable them to achieve success.
1. Project Background and Description

Monroe County Government of Bloomington, IN has asked Matrix Integration of Jasper, IN to provide a quotation to migrate the configuration of the existing Cisco ASA 5500 series firewalls to their new Cisco Firepower 2110 NGFW appliances.

This project will include a full review of the existing configuration, and then migrating that configuration to Cisco Firepower Management Center and pushing it out to the FPR2110s. Once the new firewalls are configured, Matrix will work with the client coordinate and conduct a cut-over of the existing Internet Services.

This proposal is a Time & Materials engagement that includes labor for project management, and engineering.

2. Statement of Work

Planning and Preparation:

Matrix will assign a dedicated Project Manager with the following responsibilities:
- Serve as the focal point for all communications
- Develops, manages, and tracks the project plans for a successful implementation
- Manages the Scope of Work
- Ensures actual configuration meets client requirements, and modifies contracting services as required
- Leadership: establishes and coordinates the Matrix Integration Project Team
- Facilitates status meetings, if applicable, to ensure the Project Team and client are up to date
- Assumes overall responsibility for Matrix Integration project activities
- Coordinates internal and external resources
- Identifies and resolves issues that may arise

The Client will assign a project owner with the authority to:
- Serves as the focal point for all communications
- Approve change orders, if applicable
- Participate in status meetings, if applicable
- Coordinate client resources, if applicable
- Resolve issues that may arise
- Sign off on project completion, once achieved

Design and Consultation:

- Project Review by Solution Architect, Client, Manufacturer and Matrix CE
- Project Plan detail by Lead Engineer - Submitted to Matrix PM
- IKO – Internal Kickoff with Matrix internal stakeholders for final schedule and Q&A
- EKO – External Kickoff between Matrix stakeholders and Client stakeholders

Implementation:

- Matrix Integration will configure the client's existing Firepower FTD appliances to act as direct replacements for the client's existing ASA 5500 series firewalls
- Matrix Integration will not be configuring any next-generation firewall features of Firepower beyond what is needed to replicate the configuration of the existing ASAs.
- Matrix Integration will work with the client to coordinate and conduct cut-over of Internet services to the Firepower firewalls
- Matrix assumes that the client has all licensing necessary for the completion of this scope of work.
- The Client is responsible for obtaining VPN configuration information for any site-to-site (third party) VPN connections.
3. Post Engagement Deliverables & Documentation
   - Matrix Integration Service/Escalation Process

4. Bill of Materials
   Not Applicable

5. Design Diagram

6. Assumptions
   - Remediation of network security issues discovered after deployment is outside the scope of this engagement. Matrix Integration can assist with remediation on a time and material basis.
   - This project does NOT include new product or licenses, only labor.
   - Matrix assumes that the client has all licensing necessary for the completion of this scope of work.
   - The Client is responsible for obtaining VPN configuration information for any site-to-site (third party) VPN connections.
   - Matrix requires that the customer already have the circuits necessary for fulfillment of this engagement proposal and that these circuits are configured correctly for this application and in proper working order.
   - Matrix requires that the customer provide adequate AC power for all equipment to be installed. Adequate AC power outlets should be available within 7 feet of the location where any equipment will be installed.
   - It is the responsibility of the customer to make any necessary modifications to existing servers or network systems not explicitly mentioned in this engagement proposal.
   - Matrix requires that the customer will provide all circuit and/or IP addressing information required for the new equipment. This includes any information provided by the ISP or circuit provider.
   - Matrix cannot be responsible for purchasing, installing, or configuring any equipment not explicitly listed in this scope of work.
The customer is responsible for providing Matrix with login credentials for any equipment that may need to be monitored, re-configured, or evaluated during the project.

Matrix assumes that the customer will have all necessary parties present for work that needs to be done. Matrix also assumes that the customer will have the facilities open and available for the technicians to do the necessary work.

General Statements:

Work to be performed during regular business hours. Labor Costs are based upon a normal 8x5 weekday implementation and do not include any overtime, weekend or holiday labor. Cutover will occur after hours.

Any services not expressly detailed in the Statement of Work/Deliverables section shall be performed on Moves-Adds-Changes (MAC) basis and shall be billed at Matrix Integrations prevailing rates for services requested. On site Matrix Integrations field engineers are not authorized to accept MAC requests. All MAC request must be performed in writing or via email to the Project Manager that is assigned to your project upon customer acceptance of terms.

This proposal assumes that tested and certified CAT5 (or better) cabling is in place, labeled and fully operational with the capability to pass 1000 megabit/QoS/POE Standards.

Matrix Integration cannot be responsible for delays or circumstances caused by Acts of God, Equipment or Software availability/compatibility, or third parties not under the complete fiscal control of Matrix Integration.

Matrix assumptions of Client responsibility:

Client has all necessary licensing needed for the completion of this scope.

Client is responsible for obtaining VPN configuration information for any sit-to-site VPN connections.

Client will provide resources for installation of Cisco FirewPower Management Center

Client to provide timely access to internal experts for critical information.

Client is responsible for providing Matrix with login credentials for any equipment that may need to be monitored, re-configured, or evaluated during the project.

Client to provide required space for new equipment: either in a rack, platform, table or shelf.

It is the responsibility of the client to make any necessary modifications to existing servers or network systems not explicitly mentioned in this engagement proposal.

Timely completion of your project is very important to us. Upon assignment of a Project Manager we may request Username/Passwords, contact information for the project, and any additional information as required to complete the stated goals of this engagement. Additionally, completion of this project may from time to time require timely access to key members of your team. Matrix will make every effort to minimize disruptions to your normal work flow in those instances.

Client to provide adequate workspace and environment for implementation, including access to working environment. Equipment closet environment must conform to State and Local codes, including but not limited to appropriate core Earth Ground.

Matrix Integration assumes that the client is providing sufficient AC Power and proper receptacles in each of the wiring closets/server locations.

Unless specified within this engagement, Matrix Integration assumes that the client is providing vendor approved UPS equipment. Matrix Integration cannot be responsible for damages associated with improper configuration or failures associated with client supplied UPS systems.

Client to be responsible for a baseline systems level backup of all impacted data services prior to implementation by Matrix Integration. Matrix Integration cannot be responsible for data loss due to improper or failed backup recovery.

Password Protection is vital to the secure implementation of any project. It is the client's responsibility to keep an active, secure password metric in place. At the completion of any Matrix Integration implementation, all passwords are passed to the owner. It is the owner's responsibility to change these implementation passwords to the final, client managed, and operational passwords.

Matrix assumes that the customer will coordinate with third parties to provide ancillary services and that the customer will address related problems directly with the third parties.

Client will adhere to Matrix Integration, LLC Terms & Conditions. See Attached Terms & Conditions.
7. Payment Schedule

TOTAL PRICE OF THIS SOLUTION = $5,820.00 Time & Materials

- Invoices are due Net30 days from Invoice Date.
- Client understands and agrees to Matrix Integrations standard Terms & Conditions. (See below)
- Materials invoiced as received by Client and/or by Matrix. Labor invoiced upon completion. If completion of project extends beyond month end, progress billing will be required.
Terms & Conditions

GENERAL TERMS:

Matrix Integration LLC (in future reference will be referred to as “Matrix”.) This agreement provides the services of "Matrix" employees in support of the client’s data and voice systems. "Matrix" will make every reasonable effort to advise the client about required procedures and probable outcomes, in accordance with the most prudent and professional practices. However, this agreement does not provide or guarantee any specific outcomes of services provided.

CLIENT RESPONSIBILITY FOR DATA:

Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that "Matrix" employees or agents are to be held blameless in the event of the loss of data.

LIMITATIONS OF LIABILITY:

In providing these services, "Matrix" shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. "MATRIX" shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages; or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

"Matrix" or "Matrix" service agent’s liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall "Matrix" or "Matrix" service agents be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of client for such damages.

EXCLUSIVITY OF THIS AGREEMENT:

This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

NON-SOLICIT/NON-HIRE AGREEMENT:

The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any "Matrix" personnel during the course of this agreement or renewal or extension of this agreement and for a period of one (1) year after the conclusion of this agreement. If customer breaches this provision, during the term of the agreement or during the one (1) year period following its expiration, customer agrees to pay Matrix Integration fifteen-thousand dollars ($15,000) or 20% of the existing employee's salary; whichever is higher, at the time of such breach. Customer agrees that the damages caused to Matrix Integration for a breach of this provision would be difficult to calculate and prove, and that the sum to be paid
Terms & Conditions, cont.

in the event of a breach is not a penalty, but is a fair and reasonable approximation of the foreseeable damages that Matrix Integration will suffer as a result of the breach.

MERCHANDISE RETURNS / EXCHANGE POLICIES:

"Matrix" provides a 10 (calendar) day return policy based on delivery date. A 15% restocking fee will be applied on any returned item. Returned equipment must be in new, resalable condition and include original boxes, shrink-wrapped documentation and system software. Any return of merchandise must be accompanied by an RMA # provided by "Matrix". There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software company guarantees satisfaction of their product, it will be the client’s responsibility to seek a refund directly with that company if not satisfied. "Matrix" does not support money-back guarantees on software.

"Matrix" will exchange an item purchased from "Matrix" only if that item is found to have been defective, as determined by "Matrix", at time of purchase. This will not apply if the item was purchased by the customer with the following notation: AS IS, NO WARRANTY, or any notation that implies the same. The customer must provide the invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer’s warranty. In this case, any repairs would be classified as out-of-warranty resulting in the client being charged for normal service rates and replacement parts. "Matrix" makes no warranty as to the suitability of the client’s work environment for the use of microcomputers or telephone equipment. Environmental problems will be treated and charged as normal service calls. "Matrix" assumes no responsibility as to the protection, suitability and/or integrity of the client’s data. It is the client’s responsibility to back up data regularly.

PRODUCT WARRANTY:

"Matrix" takes no responsibility for manufacturer’s warranties. It is the client’s responsibility to initiate warranty services with the manufacturer. "Matrix" may, at the client’s request, act as referral agent for warranty related adjustments, repairs, or exchanges, as required by the manufacturer, during the period of the manufacturer’s warranty. Any cost that "Matrix" incurs while acting as said agent, shall be the obligation of the client. "Matrix" may, at any time, elect not to act as said agent.

FINANCIAL RESPONSIBILITY:

"Matrix" will hold title and property to all materials and work performed until the client makes payment in full for goods and services. In regard to open accounts, lease and sales contracts, property and title shall vest in the customer, only when all monies owed by said customer have been verified by "Matrix" as having been paid to "Matrix" in full. If payment due is not received in full by the designated due date, signatory customer or customer designee agrees to pay a service charge of 1 ¾% per month, calculated daily on full amount owing, starting from the first day after said due date. "Matrix" shall have the right to begin legal action against customer for the payment of the entire amount(s) due. Signatory, customer, or customer designee agrees to pay any and all reasonable attorney fees incurred by "Matrix" to enforce the collection of said monies plus service charges. If suit is begun, signatory, customer designee agrees to pay all court costs and attorney’s fees. Returned checks will result in a $25.00 service fee.
Authorization to Proceed

Your signature authorizes Matrix to Proceed with this Engagement Proposal:

Client Authorized Signature: ___________________________  Date: _________

Purchase Order #: __________

Matrix Authorized Signature: ___________________________  Date: __________

Please return a signed copy of the complete Engagement Proposal (all pages) to:

Matrix Integration LLC,
417 Main St.
Jasper, IN 47546

OR

FAX# 812-481-5060

OR

The email address of your primary Matrix contact (typically your dedicated Client Executive or Inside Sales Support Specialist).
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: **September 16, 2020**
Item for Formal Meeting? [✓]  
(Ex: Routine items, continuing grants)
OR  
Item for Work Session / Discussion
(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR’S Name in title if appropriate
**Public Hearing and Resolution regarding the Monroe Fire Protection District’s addition of Benton Township**

All Grants must complete the following

Is this a grant request? Yes  
New Grant to the County? Yes  
County IS Pass Through  

Grant Type:
Reimbursement/Drawdown  
Up Front Payment  

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  
Amount: NA  
Fund Number NA  

Executive Summary:

State Law requires a public hearing when considering adding territory to a fire protection district. In order to approve the addition, the County Commissioners must determine that, as a matter of public policy, the Fire Protection District should be established in the proposed area.

The County has published notice for a public hearing on this item.

Person Presenting: **Jeff Cockerill**  
Department: **Legal**

Attorney who reviewed: **Jeff Cockerill**

Submitted by: **Jeff Cockerill**  
Date: 9/11/20

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

Each agenda request and all necessary documents to the Auditor’s Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner’s Office e-mail: Commissionersoffice@co.monroe.in.us
ORDINANCE 2020-36

An ordinance to amend Ordinance 87-13, which established the Perry-Clear Creek Fire Protection District in an unincorporated area of Monroe County, Indiana as of June 29, 1987, as previously amended by Ordinance 17-53, which added the additional territory of Indian Creek Township and renamed the Perry-Clear Creek Fire Protection District to the Monroe Fire Protection District and Ordinance 19-34, which added the additional territory of the unincorporated areas of Van Buren Township and Bloomington Township, to add unincorporated territory to the District.

WHEREAS, a petition for the addition of territory into the Monroe Fire Protection District (the "District"), to wit, Benton Township, Monroe County, Indiana, has been filed in the Monroe County Auditor's Office for purposes of adding territory to the previously-established District; and,

WHEREAS, this petition for the addition of territory to the District complied with the relevant procedures and requirements of Indiana Code 36-8-11-1, et seq., entitled "Fire Protection Districts"; and,

WHEREAS, the Monroe County Auditor has audited this petition and presented it to the Monroe County Commissioners at a regularly scheduled meeting; and

WHEREAS, the Monroe County Commissioners find that the petition contained the requisite number of signatures, that a petition against the addition of territory to the District containing the required number of signatures has not been filed, and have found that the evidence does support the addition of territory to the District; and,

WHEREAS, the Monroe County Commissioners held a public hearing to obtain evidence on the public need and necessity of such addition to the District;

It is therefore ordained by the Board of Commissioners of Monroe County, Indiana as follows:

1. This ordinance shall be an amendment to Ordinance 87-13, previously amended by Ordinance 17-53 and Ordinance 19-34, commonly known as the "Perry-Clear Creek Fire Protection District Ordinance," and shall be henceforth associated therewith and attached thereto.

2. The Board of Commissioners hereby add areas of Benton Township, Monroe County, Indiana, which are unincorporated as of the date this Ordinance is adopted, to the existing territory of the District. Such areas shall be part of the District effective January 1, 2022.

3. The purpose of adding said territory to the District shall be those purposes permitted and approved by law and particularly as set forth in the Indiana Code 36-8-11-4.
4. For all legal purposes, the Monroe Fire Protection District shall be treated the same as
the former Perry-Clear Creek Fire Protection District and shall explicitly retain its original
establishment date of June 29, 1987, as set forth in Ordinance 87-13.

5. The Board of Trustees of the Monroe Fire Protection District shall be governed by the
provisions regarding the Board of Trustees set forth in Ordinance 87-13. However, the
first paragraph of Section 4 of Ordinance 87-13 shall be amended to state, "The Board of
Fire Trustees shall be composed of seven members to be appointed as follows: One (1)
trustee from Perry Township; One (1) trustee from Clear Creek Township; One (1)
trustee from Indian Creek Township; One (1) trustee from Van Buren Township; One (1)
trustee from Bloomington Township; One (1) trustee from Benton Township; and One (1)
trustee from any of the aforementioned townships."

PASSED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA,
on ______________________, 2020.

"AYES"                                                     "NAYS"

__________________________                                ____________________________
Julie Thomas, President                                        Julie Thomas, President

__________________________                                ____________________________
Lee Jones, Vice President                                       Lee Jones, Vice President

__________________________                                ____________________________
Penny Githens, Commissioner                                     Penny Githens, Commissioner

ATTEST:__________________________
  Catherine Smith
  Auditor
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/16/2020
Item for Formal Meeting? ✓ OR Item for Work Session / Discussion
(Ex: Routine items, continuing grants)
Title of item to appear on the agenda: Agreement between the Monroe County Board of Commissioners and CSX Transportation, Inc.
All Grants must complete the following
Is this a grant request? Yes □ No □
New Grant to the County? Yes □ No □
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:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:
Fund Name: Local Road and Street
Amount: $14,500.00
Fund Number

Executive Summary:
This agreement is for project coordination with CSX and Monroe County for the Vernal Pike Connector Road project. The new roadway alignment will be going over the existing railroad. CSX will require Monroe County to submit preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project for their review and approval. The agreement is to pay for the engineering work that will be required from CSX staff for the project.

Person Presenting: Lisa Ridge
Department: Highway

Attorney who reviewed: Lee Baker
Submitted by: Lisa Ridge
Date: September 11, 2020

County Legal Review required prior to submission of this form for all contracts
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
PROPOSED NEW BRIDGE CONSTRUCTION
SUNRISE GREETINGS COURT EXTENSION OVER CSXT
IN VICINITY OF CSXT MILEPOST 00Q-218
BLOOMINGTON, MONROE COUNTY, INDIANA
CSXT OP NUMBER IN1073

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “Agreement”) is made as of __________, 20__, by and between CSXT TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the COUNTY OF MONROE, a body corporate and political subdivision of the State of Indiana (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Vernal Pike Connector project, including the extension of Sunrise Greetings Court and the construction of a new highway bridge over the railroad tracks and right-of-way in the vicinity of CSXT milepost 00-218, as located in Bloomington, Monroe County, Indiana (the “Project”).

2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.

3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “Engineering Work”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall obligate CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.

1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “Plans”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

200968
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “Reimbursable Expenses”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately $14,300.00 (the “Estimate” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease
all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

3.4. **Effect of Termination.** Agency's obligation to pay CSXT Reimburseable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.

4. **Appropriations.** Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimburseable Expenses encompassed by the Initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimburseable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. **Termination.**

5.1. **By Agency.** Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. **By CSXT.** CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. **Consequences of Termination.** If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimburseable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimburseable Expenses in accordance with Section 2.

6. **Subcontracts.** CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. **Notices.** All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
Proposed New Bridge Construction
Sunnier Greeting Court Extension over CSXT
In Vicinity of CSXT Milepost 000-218
Bloomington, Monroe County, Indiana
CSXT OP Number IN1073

If to CSXT:                CSX Transportation, Inc.
                      3131A Spring Grove Avenue
                      Cincinnati, Ohio 45225
                      Project Manager – Public Projects

If to Agency:              Monroe County
                      501 North Morton Street, Suite 216
                      Bloomington, Indiana 47404
                      Attention: Lisa Ridge, Highway Director

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived
or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior
or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.
In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the
Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon
the performance of the other party’s obligations hereunder, such failure shall not be construed as a
permanent waiver of any rights or obligations in this Agreement.

9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in
interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT
and the assumption by CSXT’s assignee of CSXT’s obligations under this Agreement, CSXT shall
have no further obligations under this Agreement. Agency shall not assign its rights or obligations
under this Agreement without CSXT’s prior written consent, which consent may be withheld for any
reason.

10. Applicable Law. This Agreement shall be governed by the laws of the State of Indiana, exclusive of
its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings
related to disputes under this Agreement shall be situated in Monroe County, Indiana, and the parties
agree to submit to the personal jurisdiction of any State or Federal court situated in Monroe County,
Indiana.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

MONROE COUNTY, INDIANA

By: ________________________________
Print Name: __________________________
Title: ________________________________

CSX TRANSPORTATION, INC.

By: ________________________________
Amanda J. DeCesare
Project Manager, Public Projects
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/16/20
Item for Formal Meeting? [ ]
(Ex: Routine items, continuing grants)

OR

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

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

| Ordinance 2020 - 35 | To Amend the following ordinances: Speed Limit Sign 86-09, Stop Sign 86-06, Yield Sign 86-12, No Trucks Signs 89-01 |

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:

| Amend Ordinance 86-09 by the deletion of the following 35 mph locations: Burma Road |
| Amend Ordinance 86-09 by the deletion of the following 30 mph locations: Shaw Road (Monroe Medical Park Blvd to Rockport Road), Judd Avenue, Jordan Court, Woodhaven Drive, Woodmere Way |
| Amend Ordinance 86-09 by the addition of the following 40 mph locations: Wayport Road (Connoquah Road to Turner Drive), Wayport Road (Sample Road to Chambers Pine), Burma Road (Spring Chapel Road to Turner Drive) |
| Amend Ordinance 86-09 by the addition of the following 35 mph locations: Thompson Ridge Road, Burma Road (Sylvan Lane to Wampuler Road) |
| Amend Ordinance 86-09 by the addition of the following 30 mph locations: Shaw Road (Monroe Medical Park Blvd to ECW), Wayport Road (Turner Drive to Sample Road) |
| Amend Ordinance 86-09 by the addition of the following 25 mph locations: Judd Avenue, Jordan Court, Woodhaven Drive, Woodmere Way, Fox Trail Court, Fox Trail Place, Woodchuck Court, Woodcreek Court, Woodmere Court, Woodmere Place, Yellowstone Court |
| Amend Ordinance 86-09 by the addition of the following stop locations: Jordan Court for Judd Avenue, Judd Avenue for Fullerton Pine, That Road for Fullerton Pine, Monroe Medical Park Blvd, Pecanlouse Road for Vernal Pine, Hensonsburg Road for Vernal Pine (both ends), Industrial Park Drive for Pecanlouse Road, Lee Paul Road for Simpson Chapel Road, Norm Anderson Road for Crossover Road, Dillenmore Road for Crossover Road |
| Amend Ordinance 86-09 by the addition of the following stop locations: That Road for Rockport Road, Reddy Way for Fullerton Pine, Reddy Way for Monroe Medical Park Blvd, Barger Lane for Darnell Road, Hensonsburg Road for Pecanlouse Road, Hensonsburg Road for Industrial Park Drive, Industrial Park Drive for Pecanlouse Road/Industrial Park Drive, Denali Road for Thompson Ridge Road, Ellis Road for Wayport Road, Showers Road for Wayport Road, Wylie Road for Wayport Road, Turner Road for Wayport Road, Winery Road for Wayport Road, Fox Hollow Road for Wayport Road, Wayport Road for Chambers Pine, Lee Paul Road for Burma Road (both ends), Chambers Pine for Burma Road, Norm Anderson Road for Chambers Pine, Dillenmore Road for Chambers Pine, Sparks Lane for Chambers Pine, Sylvan Lane for Burma Road |
| Amend Ordinance 86-12 by the deletion of the following Yield location: Hensonsburg Road for Industrial Park Drive, Showers Road for Wylie Road, Bottom Road for SR 37 |
| Amend Ordinance 86-12 by the addition of the following Yield location: Wayport Road NB at roundabout for Sample Road, Wayport Road SB at roundabout for Sample Road, Sample Road WB at roundabout for Wayport Road, Sample Road EB at roundabout for Wayport Road, Loesch Road at Railroad Crossing |
| Amend Ordinance 89-01 by the addition of the following No Trucks location: Shaw Road (Monroe Medical Park Blvd to Rockport Road, Reddy Way (Fullerton Pine to Monroe Medical Park Blvd) |

Person Presenting: Lisa Ridge
Department: Highway

Attorney who reviewed: Lee Baker

Submitted by: Ginger Henson
Date: 9/10/2020

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

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.macon.co.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.macon.co.us
ORDINANCE 2020 – 35

An ordinance to amend various traffic ordinances listed below in the Monroe County Code.

SECTION I
An ordinance to amend Ordinance 86-09 regarding regulatory speed conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

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

That Appendix A of Ordinance 86-09 is amended by the deletion of the following 35 mph locations:
- Burma Road

That Appendix A of Ordinance 86-09 is amended by the deletion of the following 30 mph locations:
- Shaw Road (Monroe Medical Park Boulevard to Rockport Road)
- Judd Avenue
- Jordan Court
- Woodhaven Drive
- Woodmere Way

That Appendix A of Ordinance 86-09 is amended by the addition of the following 40 mph locations:
- Wayport Road (Connought Road to Turner Drive)
- Wayport Road (Sample Road to Chambers Pike)
- Burma Road (Simpson Chapel Road to Sylvan Lane)

That Appendix A of Ordinance 86-09 is amended by the addition of the following 35 mph locations:
- Thompson Ridge Road
- Burma Road (Sylvan Lane to Wampler Road)

That Appendix A of Ordinance 86-09 is amended by the addition of the following 30 mph locations:
- Shaw Road (Monroe Medical Park Boulevard to ECM)
- Wayport Road (Turner Drive to Sample Road)

That Appendix A of Ordinance 86-09 is amended by the addition of the following 25 mph locations:
- Judd Avenue
- Jordan Court
- Woodhaven Drive
- Woodmere Way
- Fox Trail Court
- Fox Trail Place
- Woodcliff Court
- Woodcreek Court
- Woodmere Court
- Woodmere Place
- Yellowstone Court

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION II
An ordinance to amend Ordinance 86-06 regarding regulatory stop conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

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

That Appendix A of Ordinance 86-06 is amended by the deletion of the following stop location:
- Jordan Court for Judd Avenue
- Judd Avenue for Fullerton Pike
- That Road for Fullerton Pike
- Monroe Medical Park Blvd
- Packinghouse Road for Vernal Pike
- Hensonburg Road for Vernal Pike (both ends)
- Industrial Park Drive for Packinghouse Road
- Lee Paul Road for Simpson Chapel Road
- Norm Anderson Road for Crossover Road
- Dittemore Road for Crossover Road
ORDINANCE 2020 – 35

That Appendix A of Ordinance 86-06 is amended by the addition of the following stop location:
- That Road for Rockport Road
- Reddy Way for Fullerton Pike
- Reddy Way for Monroe Medical Park Boulevard
- Barger Lane for Danyln Road
- Hensonburg Road for Packinghouse Road
- Hensonburg Road for Industrial Park Drive
- Industrial Park Drive for Packinghouse Road/Industrial Park Drive
- Denali Road for Thompson Ridge Road
- Ellis Road for Wayport Road
- Showers Road for Wayport Road
- Wylie road for Wayport Road
- Turner Road for Wayport Road
- Winery Road for Wayport Road
- Fox Hollow Road for Wayport Road
- Wayport Road for Chambers Pike
- Lee Paul Road for Burma Road (both ends)
- Chambers Pike for Burma Road
- Norm Anderson Road for Chambers Pike
- Dittemore Road for Chambers Pike
- Sparks Lane for Chambers Pike
- Sylvan Lane for Burma Road

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION III
An ordinance to amend Ordinance 86-12 regarding regulatory yield conditions for vehicular traffic on designated roads, streets, etc., in Monroe County, Indiana.

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

Appendix A of Ordinance 86-12 is amended by the deletion of the following yield location:
- Hensonburg Road for Industrial Park Drive
- Showers Road for Wylie Road
- Bottom Road for SR 37

Appendix A of Ordinance 86-12 is amended by the addition of the following yield location:
- Wayport Road NB at roundabout for Sample Road
- Wayport Road SB at roundabout for Sample Road
- Sample Road WB at roundabout for Wayport Road
- Sample Road EB at roundabout for Wayport Road
- Loesch Road at Railroad Crossing

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.

SECTION IV
An ordinance to amend Ordinance 89-01, regarding regulatory conditions for truck semitrailer combination type traffic on designated roads and streets, in Monroe County, Indiana.

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

That Section 2 of Ordinance 89-01 is amended by the addition of the following No Trucks location:
- Shaw Road (Monroe Medical Park Boulevard to Rockport Road)
- Reddy Way (Fullerton Pike to Monroe Medical Park Boulevard)

SECTION 4: Any vehicle operator who is found to violate any provision of this ordinance commits a Class E Ordinance violation, and a Class D ordinance violation for each subsequent violation. The vehicle operator shall be fined in accordance with Monroe County Code Chapter 115.
ORDINANCE 2020 – 35

Passed and adopted by the Board of Commissioners of Monroe County, on this 16th day of September, 2020.

BOARD OF COMMISSIONERS

"YES" VOTES (AYES) 

JULIE THOMAS 
PRESIDENT 

LEE JONES 
VICE PRESIDENT 

PENNY GITHENS 

ATTEST:

"NO" VOTES (NAYS)

JULIE THOMAS 
PRESIDENT 

LEE JONES 
VICE PRESIDENT 

PENNY GITHENS 

CATHERINE SMITH 
MONROE COUNTY AUDITOR

CERTIFICATION OF PUBLICATION AND EFFECTIVE DATE

I certify that the publication requirements of IC 36-2-4-8(b) have been fulfilled by the publication of this ordinance, after adoption by the Board of Commissioners, in the Herald Times (Bloomington) on __________ and __________, and in the Journal (Ellettsville) on __________ and __________. Thus the effective date of the ordinance is __________, Catherine Smith, Monroe County Auditor.
MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 9/16/2020
Item for Formal Meeting? ☑
(Ex: Routine items, continuing grants)
OR
Item for Work Session / Discussion ☐
(Ex: Public interest items, Ordinance changes, new grants and
grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate
Change Order #18 with Waddell Brothers for Fullarton Pike,
Phase 1
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: 56,243.99
State: 
Local Match: 1,561.00
Total Received: 57,804.99

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:
Fund Name: Local Road and Street
Amount: 57,804.99
Fund Number: 1169

Executive Summary:
The change order is for milling the driveway at the Pomp's car wash. After the driveway was built to design, lower sitting vehicles were scraping on the bottom. We had the contractor mill down the driveway to eliminate this problem.

Person Presenting: Lisa Ridge
Department: Highway

Attorney who reviewed: 
Submitted by: Lisa Ridge
Date: September 14, 2020

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

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

Form Approved 1/1/19
INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information
Contract No.: R-31902
District: SEYMOUR DISTRICT
AE: Wren, Rachel
PE/SE: Lerglade, Jon
Letting Date: 12/14/2016
Status: Draft

Change Order Information
Change Order No.: 018
Date Generated: 02/21/2020
Date Approved: 00/00/0000
EWA: Y or Force Acct: N
Reason Code: CHANGED COND, Constructability Related
Description: Milling Car Wash Approach Pavement

Original Contract Amount: $5,083,259.46
Current Change Order Amount: $7,904.99
Percent: 0.154%
Total Previous Approved Changes: $549,778.59
Percent: 10.816%
Total Change To-Date: $557,583.58
Percent: 10.970%
Modified Contract Amount: $5,640,843.04

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

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0
SP Days Value $ 0.00
Previous Time Approved
SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0
## Review and Approval Information

**Required Approval Authority**

<table>
<thead>
<tr>
<th>AE:</th>
<th>DCE:</th>
<th>SCE:</th>
<th>DDCM:</th>
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<tr>
<td>($ per Change Order)</td>
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<table>
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<th>Days per Contract</th>
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<td>LE $ 250K</td>
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<th>Verbal Approval Required?</th>
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<tr>
<th>Total Change To-Date &gt;= 5%?</th>
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<tr>
<td>Y / N If Y, Copy to Program Budget Manager______________</td>
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<tr>
<th>Scope/Design Recommendation Required?</th>
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<td>Y / N If Y, Referred to Project Manager(PM) ____________________________</td>
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<th>Date to PM</th>
<th>Date Returned</th>
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If N, Resolution: Approved________ Disapproved________

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

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<tr>
<th>Field Engineer</th>
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## Change Order Description:
Milling Car Wash Approach Pavement

## Reason Code:
CHANGED COND, Constructability Related

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<th>PLN</th>
<th>Item Code</th>
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<td>0250</td>
<td>116-01001</td>
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<td>1.000</td>
<td>C</td>
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Item Description: MOBILIZATION AND DEMOBILIZATION

Supplemental Description 1: Mbl and Demob for Concrete Milling Approach

Supplemental Description 2:

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<td>26.671</td>
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Item Description: MILLING PCCP

Supplemental Description 1: Milling, PCCP

Supplemental Description 2:

Total Value for Change Order 018 = $7,604.97

Whereas, the Standard Specifications for this contract provide for such work to be performed, the following change is recommended.

### General or Standard Change Order Explanation

New concrete pavement at Pomp's driveway caused an unforeseen grade condition at the intersection of the adjacent existing car wash driveway that needed to be milled. Upon review of the contractor cost details the change order cost is acceptable. Costs reviewed for compliance and a majority of the cost is in mbl and demob. A time adjustment is not required for this change order.

### Change Order Explanation for Specific Line Item

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

Contractor Signature: [Signature]

Date: 9/1/2020

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.
Contract No: R-31902  
Change Order No: 018

INDIANA  
Department of Transportation  

Date: 06/27/2020  
Page: 4

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APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)  
(TITLE)  
(DATE)

(SIGNATURE)  
(TITLE)  
(DATE)

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SUBMITTED FOR CONSIDERATION

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APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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<tr>
<th>Approval Level</th>
<th>Name of Approver</th>
<th>Date</th>
<th>Status</th>
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