



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
OCTOBER 7, 2020
10:00 am
VIA ZOOM**

You can choose to turn off your video feed, and in fact, doing so does help with people who are connecting via slow ISP connections. To do so, right click on your video feed and left click on, I believe, Start/Stop video. In addition, if you want your audio feed to default to muted, press ALT+A and it will mute you, you can then push to talk using the space bar. You can also go to the link on the County website

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

And click on the link information

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location +1 312 626 6799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER THOMAS**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**
- III. DEPARTMENT UPDATES**
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- V. APPROVAL OF MINUTES**
 - **SEPTEMBER 30, 2020**
- VI. APPROVAL OF CLAIMS DOCKET**
 - **ACCOUNTS PAYABLE – OCTOBER 7, 2020**
 - **PAYROLL – OCTOBER 9, 2020**
- VII. REPORTS**
 - **CLERK OF CIRCUIT COURT – AUGUST 2020**

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VIII. NEW BUSINESS

- A. MOVE TO APPROVE: VOCA GRANT AGREEMENT. 17**
FUND NAME: VOCA GRANT FUND NUMBER: 8121-9622 AMOUNT:
\$132,933.31
Executive Summary: This is a request for approval and signature of the VOCA Grant Agreement. This grant funds a portion of the salary for four Victim Assistance positions as well as funds some bi-annual training for all VA staff. This contract covers dates 10/1/20 - 9/30/22.
Beth Hamlin, Prosecutor
- B. MOVE TO APPROVE: RATIFICATION OF UNDERWOOD CONSTRUCTION, INC 66**
AGREEMENT.
FUND NAME: JUVENILE PER DIEM FUND NUMBER: 4903 AMOUNT: \$ 22,750
Executive Summary: his request is to fund a contract that was written by Jeff Cockerill to complete the de-escalation path at the Youth Services Bureau. The existing path has eroded due to rainfall.
Victoria Thevenow, Youth Services Bureau
- C. MOVE TO APPROVE: AMENDED AGREEMENT WITH DAVEY RESOURCE GROUP. 69**
FUND NAME: COMMUNITY & URBAN FORESTRY FUND NUMBER: 8129
AMOUNT: \$20,000
Executive Summary: Commissioners approved the original agreement on 7/29/2020. Davey Resource Group requested changes to paragraphs 3 and 9 of the original agreement. There is no change in amount of the agreement.
John Robertson, Parks and Recreation
- D. MOVE TO APPROVE: ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) 75**
AGREEMENT.
FUND NAME: CUMULATIVE CAPITAL DEVELOPMENT FUND NUMBER: 1138-30041
AMOUNT: \$20,820
Executive Summary: This agreement expands the MC software license with ESRI, Inc to allow 2 staff members in the Auditors office to have dedicated licenses for the ArcGIS. The fee is for the two licenses at \$17,820 and support option of \$3,000.
Eric Evans, Technical Services

- E. MOVE TO APPROVE: B-TECH, LLC AGREEMENT FOR EMERGENCY OPERATIONS CENTER. 79**
FUND NAME: 2018 GO BOND FUND NUMBER: 4811-40015-0000
AMOUNT: \$4,501.84
Executive Summary: The Contract is for the installation of a Fire Alarm System for the "new" Emergency Operations Center. In addition, there will be a \$40.95 monthly fee for Cellular and IP Communicator Services.
Eric Evans, Technical Services
- F. MOVE TO APPROVE: B-TECH, LLC AGREEMENT FOR EMERGENCY OPERATIONS CENTER. 85**
FUND NAME: 2018 GO BOND FUND NUMBER: 4811-40015-0000
AMOUNT: \$999
Executive Summary: The Contract is for the installation of a Security System for the "new" Emergency Operations Center.
Eric Evans, Technical Services
- G. MOVE TO APPROVE: RATIFICATION OF SMITHVILLE DIGITAL AGREEMENT. 90**
FUND NAME: GENERAL FUND NUMBER: 1000
AMOUNT: \$ \$1,505 monthly/\$500 non-recurring
Executive Summary: This is a ratification of an agreement that was signed by the Board of Commissioners on September 16, 2020 to provide a direct fiber circuit to the County Courthouse.
Eric Evans, Technical Services
- H. MOVE TO APPROVE: RESOLUTION 2020-44; REGARDING THE APPROVAL OF THE ISSUANCE OF MC GENERAL OBLIGATION BONDS. 101**
FUND NAME: TBD FUND NUMBER: TBD AMOUNT: NOT TO EXCEED \$3.1 MILLION
Executive Summary: This resolution is a required step in the County issuing General Obligation Bonds. The Council also is required to take action. The projects include trucks and heavy equipment necessary for highway operations; support vehicles for the Highway Department; parks ADA projects identified in the County ADA Transition Plan; replacement of core switches in the Justice Building; Sheriff Department radios and narcotics analyzer; relocation of Highway and Surveyor office; furniture; trail connection; and all related improvements and the incidental expenses in connection with these projects.
Jeff Cockerill, Attorney

I. MOVE TO APPROVE: MOU WITH CITY OF BLOOMINGTON REGARDING COMMUNITY CROSSING GRANT APPLICATION. 105

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

Monroe County will be submitting a Community Crossing Grant Application for paving projects. One road that will be submitted will be S. Cory Lane, from W. 3rd Street to Bloomfield Road, for a total length of approximately .52 miles. Approximately 667' is within the City of Bloomington jurisdiction.

We would like to include this piece into the paving of the overall project. The City of Bloomington had completed paving on Arlington Road a couple of years ago and also included the small piece that was under the county jurisdiction. The MOU is on the Public Works Board meeting for October 13th.

Lisa Ridge, Highway

J. MOVE TO APPROVE: MOU WITH TOWN OF ELLETTSVILLE REGARDING COMMUNITY CROSSING GRANT APPLICATION. 109

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

Executive Summary: MC will be submitting a Community Crossing Grant Application for paving projects. A portion between Hartstrait Road and Thomas Road is under the jurisdiction of the Town of Ellettsville, .26 miles or 1,400'. We would like to include that portion in the application as we believe that it is a benefit to pave the entire road with permission of all parties involved.

Lisa Ridge, Highway

K. MOVE TO APPROVE: TJJ LED, LLC FOR AXENIC-UV DISINFECTION SOLUTIONS. 113

FUND NAME: RAINY DAY & CUMULATIVE CAPITAL

FUND NUMBER: 1186-36999-000/ 1138-30006-0000 AMOUNT: \$220,701

Executive Summary: Axenic-UV Disinfection Solutions will install the following systems: Hover - LED UV Air Disinfection System; Stalwart Pro Mobile Surface & Air UVC Light Disinfection; Aeromaxe - Air Disinfection for Large Spaces To the following County Buildings:

Charlotte Zietlow Center (Justice Building)

Courthouse Health Building

Showers Building

Curry Building

Johnson Hardware Building

YSB

Angie Purdie, Commissioners' Administrator

IX. APPOINTMENTS

X. ANNOUNCEMENT

XI. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA
OCTOBER 7, 2020
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- V. APPROVAL OF MINUTES**
 - **SEPTEMBER 30, 2020**
- VI. APPROVAL OF CLAIMS DOCKET**
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 - **CLERK OF CIRCUIT COURT – AUGUST 2020**

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MONROE COUNTY BOARD OF COMMISSIONERS'
MINUTES SUMMARY*
SEPTEMBER 30, 2020
10:00 am
VIA ZOOM

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265

Password: 162537

Dial by your location +1 312 626 6799 US (Chicago)

- I. CALL TO ORDER BY COMMISSIONER JONES**
- II. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS**
- III. DEPARTMENT UPDATES**
 - Health – Penny Caudill
 - Emergency Management – Allison Moore
 - Highway- Lisa Ridge
- IV. PROCLAMATION – RECOVERY MONTH**
- V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
 - Jim Shelton – CASA
- VI. APPROVAL OF MINUTES**
 - **SEPTEMBER 23, 2020**

Githens made motion to approve. Jones seconded.
Attorney Jeff Cockerill called roll.
Jones – yes
Githens – yes
Motion carried 2-0.

VII. APPROVAL OF CLAIMS DOCKET

- **ACCOUNTS PAYABLE – SEPTEMBER 30, 2020**

Githens made motion to approve. Jones seconded.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

VIII. REPORTS

- **WEIGHTS AND MEASURES – AUGUST 16 – SEPTMEBER 15, 2020**

IX. NEW BUSINESS

A. MOVE TO APPROVE: CORRECTIVE QUIT CLAIM DEED FOR KIMBERLY KEY.

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

Githens made motion to approve. Jones seconded.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

B. MOVE TO APPROVE: INTERLOCAL AGREEMENT FOR LEGAL REPRESENTATION TO THE MONROE COUNTY SOLID WASTE MANAGEMENT DISTRICT.

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

Githens made motion to approve. Jones seconded.

Jones made motion to amend motion to include contract start date as January 1, 2021.

Attorney Jeff Cockerill called roll on amended motion.

Jones – yes

Githens – yes

Amended Motion carried 2-0.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

C. MOVE TO APPROVE: ORDINANCE 2020-37; PURCELL REZONE.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0.

D. MOVE TO APPROVE: ORDINANCE 2020-38; APPROVING ANIMAL MANAGEMENT INTERLOCAL AGREEMENT.

FUND NAME: COUNTY GENERAL FUND NUMBER: 1000 AMOUNT: \$356,790.28

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

E. MOVE TO APPROVE: ORDINANCE 2020-39; AMENDING MC ENVIRONMENTAL QUALITY AND SUSTAINABILITY COMMISSION.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

F. MOVE TO APPROVE: RESOLUTION 2020-42; REGARDING REQUIREMENTS FOR THE EXPANSION OF THE MONROE FIRE PROTECTION DISTRICT.

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

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

G. MOVE TO APPROVE: AMENDING INDOT AGREEMENT FOR BICENTENNIAL PATHWAY.

FUND NAME: CUMULATIVE CAPITAL

FUND NUMBER: 1138

AMOUNT: \$40

Githens made motion to approve. Jones seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Jones – yes

Githens – yes

Motion carried 2-0

X. APPOINTMENTS

- None

XI. ANNOUNCEMENT

- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, on the following dates:

- **Tuesday, September 29**
- **Thursday, October 22**
- **Wednesday, October 28 2pm – 7pm***
- **Monday, November 9**
- **Monday, December 21**

All appointment times will be **10 am to 3 pm** (unless otherwise noted) 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 coverings will be provided to you if you 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!**
- Also on the County website main page is an application for those wishing to have a gathering larger than the current limits can request an increase by submitting an application. Go to www.co.monroe.in.us for more information and the application.

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

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

- 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, Wednesday, October 7, 2020, 10am via Zoom.

XII. ADJOURNMENT

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

Option 1: 22 Days of Early Voting to Vote in Person

- ✓ Come to Election Central, 401 W. 7th St., Suite 100
Bloomington, 47404
- ✓ Bring your photo ID and wear a mask
- ✓ Hours to Vote Early in Person:

Tues, Oct 6 – Fri, Oct 9	8:00 a.m. – 6:00 p.m.
Mon, Oct 12 – Fri, Oct 16	8:00 a.m. – 6:00 p.m.
Mon, Oct 18 – Fri, Oct 23	8:00 a.m. – 6:00 p.m.
Saturday Oct 24	9:00 a.m. – 4:00 p.m.
Mon, Oct 26 – Fri, Oct 30	8:00 a.m. – 6:00 p.m.
Saturday, Oct 31	9:00 a.m. – 4:00 p.m.
Monday, Nov 2	8:00 a.m. – 12:00 noon

28 Election Day Polls – **by Poll** - 2020 General

<i>Poll Name</i>	<i>Poll Address</i>	<i>Precincts Voting at Poll</i>
The Academy	→ 444 S Patterson Dr, Bloomington, 47403 →	Perry 1, 29 & 30
Arlington Heights Elementary School	→ 700 W Parrish Rd, Bloomington, 47404 →	Bloomington 14, 15 & 24
Binford Elementary School	→ 2300 E 2 nd St, Bloomington, 47401 →	Bloomington 8; Perry 17 & 20
Bloomington High School South	→ 1965 S Walnut St, Bloomington, 47401 →	Perry 9, 10, 12, 13 & 32
Burgoon Baptist Church	→ 8598 E Burgoon Church Rd, Blmgtn, 47401 →	Polk
Eastview Church of the Nazarene	→ 4545 E Lampkins Ridge Rd, Blmgtn, 47401 →	Perry 21 & 26; Salt Creek
Ellettsville Christian Church	→ 731 Independence St, Ellettsville, 47429 →	Richland 1, 2, 5 & 6
Evangelical Community Church	→ 503 S High St, Bloomington, 47401 →	Bloomington 21; Perry 7 & 16
Fairview Elementary School	→ 500 W 7 th St, Bloomington, 47404 →	Bloomington 1, 6 & 20
Faith Lutheran Church	→ 2200 S High St., Bloomington, 47401 →	Perry 14
Family Worship Center	→ 8449 N Fox Hollow Rd, Bloomington, 47408 →	Bloomington 12; Washington
Free Methodist Church	→ 1121 S Lincoln St, Bloomington, 47401 →	Perry 6, 8, 15 & 31
Grandview Elementary School	→ 2300 S Endwright Rd, Bloomington, 47403 →	Van Buren 4, 5 & 6
Harrodsburg Community Center	→ 1002 W Popcorn Rd, Bloomington, 47403 →	Clear Creek 3
Highland Park Elementary School	→ 900 S Park Square Dr, Bloomington, 47403 →	Van Buren 1, 2 & 3
Indian Creek Lions Club	→ Corner of Rockport Rd & Tarkington Ln, Bloomington, 47403 →	Indian Creek
Indiana Memorial Union Solarium	→ 900 E 7 th St, Bloomington, 47405 →	Bloomington 5, 18, 19 & 23
Jackson Creek Middle School	→ 3980 S Sare Rd, Bloomington, 47401 →	Perry 11, 23, 24 & 28
St. John's Catholic Church	→ 4607 W St Rd 46, Bloomington, 47404 →	Richland 3, 4, 7, 8 & 9
Sherwood Oaks Christian Church	→ 2700 E Rogers Rd, Bloomington, 47401 →	Perry 18, 19 & 22
Smithville Christian Church	→ 7280 S Fairfax Rd, Bloomington, 47401 →	Clear Creek 2
Southside Christian Church	→ 500 E Empire Mill Rd, Bloomington, 47401 →	Clear Creek 1; Perry 4, 25, 27
Stinesville Lions Club	→ 8060 N Stinesville Rd, Gosport, 47433 →	Bean Blossom 1 & 2
Summit Elementary School	→ 1450 W Countryside Ln, Blmgtn, 47403 →	Perry 2, 3 & 5
Tri North Middle School	→ 1000 W 15 th St, Bloomington, 47404 →	Bloomington 2
Unionville Elementary School	→ 8144 E St Rd 45, Unionville, 47468 →	Benton 1 & 2
Unitarian Universalist Church	→ 2120 N Fee Ln, Bloomington, 47408 →	Bloomington 3, 4, 7, 13, 17, 22
University Elementary School	→ 1111 N Russell Rd, Bloomington, 47408 →	Bloomington 9, 10, 11 & 16

28 Election Day Polls – by Precinct - 2020 General

<i>Precinct</i>	<i>Poll Name</i>	<i>Poll Address</i>
Bean Blossom 1 & 2	Stinesville Lions Club →	8060 N Stinesville Rd, Gosport, 47433
Benton 1 & 2	Unionville Elementary School →	8144 E St Rd 45, Unionville, 47468
Bloomington 1	Fairview Elementary School →	500 W 7 th St, Bloomington, 47404
Bloomington 2	Tri North Middle School →	1000 W 15 th St, Bloomington, 47404
Bloomington 3, 4	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 5	Indiana Memorial Union Solarium →	900 E 7 th St, Bloomington, 47405
Bloomington 6	Fairview Elementary School →	500 W 7 th St, Bloomington, 47404
Bloomington 7	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 8	Binford Elementary School →	2300 E 2 nd St, Bloomington, 47401
Bloomington 9, 10, 11	University Elementary School →	1111 N Russell Rd, Bloomington, 47408
Bloomington 12	Family Worship Center →	8449 N Fox Hollow Rd, Bloomington, 47408
Bloomington 13	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 14, 15	Arlington Heights Elementary School →	700 W Parrish Rd, Bloomington, 47404
Bloomington 16	University Elementary School →	1111 N Russell Rd, Bloomington, 47408
Bloomington 17	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 18, 19	Indiana Memorial Union Solarium →	900 E 7 th St, Bloomington, 47405
Bloomington 20	Fairview Elementary School →	500 W 7 th St, Bloomington, 47404
Bloomington 21	Evangelical Community Church →	503 S High St, Bloomington, 47401
Bloomington 22	Unitarian Universalist Church →	2120 N Fee Ln, Bloomington, 47408
Bloomington 23	Indiana Memorial Union Solarium →	900 E 7 th St, Bloomington, 47405
Bloomington 24	Arlington Heights Elementary School →	700 W Parrish Rd, Bloomington, 47404
Clear Creek 1	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Clear Creek 2	Smithville Christian Church →	7280 S Fairfax Rd, Bloomington, 47401
Clear Creek 3	Harrodsburg Community Center →	1002 W Popcorn Rd, Bloomington, 47403
Indian Creek	Indian Creek Lions Club →	Corner of Rockport Rd & Tarkington Ln, Bloomington, 47403
Perry 1	The Academy →	444 S Patterson Dr, Bloomington, 47403
Perry 2, 3	Summit Elementary School →	1450 W Countryside Ln, Bloomington, 47403
Perry 4	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401

(continued)

28 Election Day Polls – by Precinct - 2020 General

<i>Precinct</i>	<i>Poll Name</i>	<i>Poll Address</i>
Perry 5	Summit Elementary School →	1450 W Countryside Ln, Bloomington, 47403
Perry 6	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 7	Evangelical Community Church →	503 S High St, Bloomington, 47401
Perry 8	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 9, 10	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Perry 11	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 12, 13	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Perry 14	Faith Lutheran Church →	2200 S High St., Bloomington, 47401
Perry 15	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 16	Evangelical Community Church →	503 S High St, Bloomington, 47401
Perry 17	Binford Elementary School →	2300 E 2 nd St, Bloomington, 47401
Perry 18, 19	Sherwood Oaks Christian Church →	2700 E Rogers Rd, Bloomington, 47401
Perry 20	Binford Elementary School →	2300 E 2 nd St, Bloomington, 47401
Perry 21	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgtn, 47401
Perry 22	Sherwood Oaks Christian Church →	2700 E Rogers Rd, Bloomington, 47401
Perry 23, 24	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 25	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Perry 26	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgtn, 47401
Perry 27	Southside Christian Church →	500 E Empire Mill Rd, Bloomington, 47401
Perry 28	Jackson Creek Middle School →	3980 S Sare Rd, Bloomington, 47401
Perry 29 & 30	The Academy →	444 S Patterson Dr, Bloomington, 47403
Perry 31	Free Methodist Church →	1121 S Lincoln St, Bloomington, 47401
Perry 32	Bloomington High School South →	1965 S Walnut St, Bloomington, 47401
Polk	Burgoon Baptist Church →	8598 E Burgoon Church Rd, Blmgtn, 47401
Richland 1, 2	Ellettsville Christian Church →	731 Independence St, Ellettsville, 47429
Richland 3, 4	St. John's Catholic Church →	4607 W St Rd 46, Bloomington, 47404
Richland 5 & 6	Ellettsville Christian Church →	731 Independence St, Ellettsville, 47429
Richland 7, 8 & 9	St. John's Catholic Church →	4607 W St Rd 46, Bloomington, 47404
Salt Creek	Eastview Church of the Nazarene →	4545 E Lampkins Ridge Rd, Blmgtn, 47401
Van Buren 1, 2 & 3	Highland Park Elementary School →	900 S Park Square Dr, Bloomington, 47403
Van Buren 4, 5 & 6	Grandview Elementary School →	2300 S Endwright Rd, Bloomington, 47403
Washington	Family Worship Center →	8449 N Fox Hollow Rd, Bloomington, 47408

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

OCT 01 2020

Catherine Smith

Auditor Monroe County, Indiana

MONTHLY REPORT AUGUST 2020

Charges:

1	Fees payable to the State	\$	242,409.97
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	68,333.64
3	Bank Discrepancy	\$	17,608.51
4	Trust Funds (Bonds/Other)	\$	1,737,418.76
5	Trust, Refunds	\$	263.28
6	Trust, Judgment Collections	\$	20,542.42
	ISETS Child Support Collections	\$	6,676.55
	Interest-bearing Accounts Payables	\$	74,009.12
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>2,168,762.25</u>

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	2,086,576.58
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	6,676.55
	Interest-Bearing Saving Account	\$	74,009.12
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>2,167,262.25</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>2,168,762.25</u>

21	Balance in All Depositories	\$	2,382,855.53
22	Deduct: Outstanding Checks	\$	(245,358.21)

23	Net Depository Balance		
24	Deposits in Transit	\$	16,979.96
25	Bank Fees	\$	120.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	11,471.97
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,167,262.25
31	PROOF	\$	2,167,262.25

State of Indiana, MONROE County: ss: I, the undersigned Clerk of the Circuit Court in and for the afresaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Yvette Lynn Browne
 (SEAL) _____
 Clerk, Monroe Circuit Court

SETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	17,550.66
Credit Card deposited in Bank	-5,887.49
ACH ST of IN Payables	-9.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	-43.00
Total Misc Adjustments	11,471.97

Copy for Commissioners
 Copy for Board of Finance
 Copy for State Board of Accounts @
 E418 Government Center South
 Indianapolis, IN 46204

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/7/20

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

Request for Approval and Signature of VOCA Grant Agreement

All Grants must complete the following

Is this a grant request? Yes ☒

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: Office for Victims of Crime

Federal Program: Crime Victims Assistance

CFDA # 16.575

Federal Award Number and Year: 00050 2020-2022

Or other identifying number

Pass Through Entity Indiana Criminal Justice Institute

Amount Received

Federal:

State: \$132,993.31

Local Match: \$33,306.21

Total Received: \$166,299.53

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

Fund Name: VOCA Grant Fund

Fund Number 8121-9622

Amount: \$132,933.31

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

Executive Summary:

This is a request for approval and signature of the VOCA Grant Agreement. This grant funds a portion of the salary for four Victim Assistance positions as well as funds some bi-annual training for all VA staff. This contract covers dates 10/1/20 - 9/30/22.

Person Presenting: Beth Hamlin

Department: Prosecutor

Attorney who reviewed:

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

Submitted by: Beth Hamlin

Date: 9/30/20

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

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

GRANT AGREEMENT
VICTIMS OF CRIME ACT (VOCA)

CONTRACT # 000000000000000000XXXX

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

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$132,993.31** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are attached hereto and incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the federal special conditions found in **Exhibit C**, which are attached hereto and incorporated fully herein by reference.

This grant is made with funds from 34 U.S.C. § 20103 (a) and (b) and administered by the State pursuant to IC § 5-2-6-3. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

The Grantee acknowledges that funds awarded under this Grant Agreement shall be used exclusively in accordance with the provisions contained herein and in conformance with Catalog of Federal Domestic Assistance (CFDA) # 16.575 requirements, including Special Conditions attached as **Exhibit C** to this Grant Agreement, as well as requirements of CFDA # 16.575 and applicable federal laws, rules, regulations and guidance, which are all incorporated fully herein by reference.

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

FUNDING SOURCE:

Program Name per Catalog of Federal Domestic Assistance (CFDA):
Crime Victim Assistance

CFDA # 16.575

2. Representations and Warranties of the Grantee.

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

be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application or any grant-related documentation submitted to the State.

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

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

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

3. Implementation of and Reporting on the Project.

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

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly or quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee shall submit a quarterly PMT report to the State within thirty (30) days of the end of each quarter. Failure to submit this report in a timely fashion may be considered a material breach.

4. Term. This Grant Agreement commences on **October 1, 2020** and shall remain in effect through **September 30, 2022**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$132,993.31**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

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

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Supporting documentation includes, but is not limited to, cancelled checks, receipts,

time sheets, pay stubs, etc. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

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

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4 in accordance with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources*, https://www.in.gov/sboa/files/erfa_2016.pdf. The E-1 entity annual financial report will be used to determine audit requirements for non-governmental units under IC § 5-11-1-9. The Grantee should use the information in **Exhibit D** as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested.

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

9. Compliance with Laws.

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

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

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

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

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

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

G. As required by IC §5-22-3-7:

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

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

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

- (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
- in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
- (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

H. All equipment purchased under this Grant Agreement must be purchased within the first six (6) months of the term of this Grant Agreement, or unless otherwise specifically permitted by the State.

I. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

10. Debarment and Suspension.

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

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

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled and the State has no further obligations under this Grant Agreement.

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Omnibus Crime Control and Safe Streets Act of 1968, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Victims of Crime Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics").

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

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

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

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

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

B. Notices to the Grantee shall be sent to:

Monroe County Prosecutor's Office
Attn: Beth Hamlin
301 N College Ave. RM. 211
Bloomington, IN 47404

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

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

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or state law or other controlling document described in paragraph 24, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. The foregoing documents are incorporated fully by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

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

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to

the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

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

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

26. Criminal Background Verifications. The Grantee shall conduct criminal background verifications concerning any individual who has direct contact with members of a vulnerable population, including but not limited to employees, contractors, or volunteers. The Grantee must conduct these criminal background verifications prior to the initiation of the employment or contractual onset and (at a minimum) biennially. The State will examine criminal background verifications as part of its monitoring and compliance visits.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate clauses (as defined in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except for the following clauses which are named below:

Clause 1: Modified.

Clause 2: Modified.

Clause 3: Modified.

Clause 6: Modified.

Clause 7: Modified.

Clause 8: Modified.

Clause 9: Modified.

Clause 13: Modified.

Clause 17: Modified.

Clause 18: Modified.

Clause 19: Modified.

Clause 21: Modified.

Clause 25: Omitted.

Clause 26: Added.

Clause 27: Renumbered, originally clause 26.

Non-Collnsion, Acceptance

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable only to Grant Agreements processed through SCM)

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

[SIGNATURES ON NEXT PAGE OF GRANT AGREEMENT]

Monroe County Prosecutor's Office

By: _____

Printed Name and Title

Date: _____

Indiana Criminal Justice Institute

By: _____

Devon McDonald, Executive Director

Date: _____

Monroe County Auditor

By: _____

Printed Name and Title

Date: _____

Approved by:

Indiana Department of Administration

By: _____ (for)

Lesley A. Crane, Commissioner

Date: _____

Monroe County Board of Commissioners

By: _____

Printed Name and Title

Date: _____

Approved by:

State Budget Agency

By:

_____ (for)

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

Form approval has been granted by the

Office of the Attorney General pursuant to

IC 4-13-2-14.3(e) on August 10, 2020.

FA 20-41

This document prepared and reviewed by:

Ashley B. Merritt, Attorney No. 35039-64
Associate General Counsel
Indiana Criminal Justice Institute

EXHIBIT D – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

EXHIBIT A
PROGRAM DESCRIPTION

Problem Statement & Analysis

1. Please provide a clear and succinct summary of the problem to be addressed by this program. Your Problem Statement should be no more than one or two sentences.

Victimization is traumatic. The MCPO Victim Assistance Program is the only agency locally that provides assistance to crime victims as they navigate the legal system and is often the first agency contacted that can make referrals to social service agencies that help victims rebuild their lives.

2. Please document the severity of the problem. Describe how the problem was discovered and the impact the problem has on the community. You must include any data as it is related to the nature of the local problem, compare to the problem statewide, include local trend data, and how the proposed program will assist in meeting community goals.

The proposed program will serve victims of crimes committed in Monroe County, regardless of victims' residence. The 2010 census documents Monroe County as a semi-rural county of 139,799 residents. Bloomington, the largest city in the county, is home to Indiana University, with more than 42,970 enrollees, and Ivy Tech State College, with about 6,500 students enrolled. Surrounded by Brown, Lawrence, Green, Owen, and Morgan counties, Monroe County accounts for 43% of the total population of the contiguous six county area. According to US Department of Justice's Criminal Victimization Bulletin, 2016 (December, 2017, NCJ251150) individuals 18 – 24 years of age have a rate of victimization of 30.9 per 1000. This is the age range with nearly the highest rate of victimization, second only to age 25-34 which has a rate of 31.8 per 1000. Per the 2010 census (Stats.Indiana.Edu), Monroe County has a much higher than average population of 18 – 24 year olds as compared to the rest of the state. The census indicates 26.9% of the total Monroe County population is age 18 – 24; as compared to a percentage across the state of Hoosiers age 18 – 24 at 10%. Based on these facts, it is appropriate to conclude that Monroe County has a higher than average number of crime victims as compared to the rest of the state. The need for victim services is real.

Monroe County is home to more than twice the average population of the age group with the one of the highest rates of violent victimization. This statistical anomaly is due in large part to the student population residing in Monroe County with current enrollment at Indiana University, Bloomington at 42,970 enrollees.

The need for victim services in Monroe County Indiana is well evidenced. Due to confidentiality surrounding the treatment of victim information within the criminal justice system, the Victim Assistance Program (VAP) within the Monroe County Prosecutor's Office (MCPO) is the only program positioned to provide these victim services.

Within the Monroe County Prosecutor's Office, criminal felony filings have increased over 34% in the past 4 years. Felony cases more frequently involve a victim, sometimes multiple victims. Additionally, the laws surrounding the provision of Victim Assistance in felony crimes are more extensive than misdemeanors. While misdemeanor crime victims can, and often do, opt out of VA notifications; our VA staff is required by statute to provide notification for all court hearings to victims in felony cases. This has brought about a dramatic increase in caseloads carried by our VA staff. The current caseload, carried by 3 VAs, is approximately 1250 open cases. Because the VA Director handles all cases of the highest level felony such as murder, sexual assault, and child molestation, she carries a smaller caseload as her cases require extensive attention. This leaves 2 VAs sharing 1119 cases. In addition, Monroe County is a pilot for the statewide Pre-Trial Release Project, one upshot of which is the release of many defendants from jail very shortly after the offense. This requires extensive and timely communication between VA and crime victims to ensure victim safety, especially in crimes of

Problem Statement & Analysis

domestic violence. This has been a major factor in the quickly rising workloads within Victim Assistance .

Crimes of violence exact a toll on victims, who may wait months for justice from the legal system. Victims need resources and referrals to mitigate the immediate consequences of crime and to help cope with the long term consequences. They need to be informed of their rights as victims, and deserve to meet with someone within the criminal justice system who understands their unique needs as individuals and as victims of crime. They need a competent, compassionate, and timely response to their questions and concerns. Child victims need to have their testifying experience be as child appropriate and secure as possible. All victims, often saddled with grief about the crime and frustration toward the pace of the criminal justice system, need to have an accessible and informed point of contact within the justice system; someone who will help them obtain services, encourage them to participate in the process, and keep them informed about the case.

MCPO's VAP is the only program providing victim services within the criminal justice system , empowering victims to participate, advocating for their rights, and acting as a liaison between the prosecuting attorney handling the case and the victim. The VAP plays an important public safety role in the community. Victims who are supported and feel empowered to participate in the criminal justice system improve the chances for successful prosecution, thereby, increasing community safety and well-being. In short, victims experience justice and offenders are held accountable

3. How will the proposed program alleviate the stated problem?

Victimization is traumatic. Empowerment is perhaps the most effective means by which to alleviate that trauma . Crime victims are empowered when they understand how the State is handling their case, how the system works, what their rights are, how and when they can participate in the criminal justice process, and whom they can contact with questions. The Victim Assistance Program (VAP) is this point of contact for crime victims. Deputy Prosecuting Attorneys (DPA) are not available to connect consistently throughout the case with victims in their caseload. VAP specializes in understanding and providing services for the unique needs of crime victims. Often, before charging decisions are made, the DPA requests that VAP contact the victim for input pertaining to the case. Victims benefit from knowing the status of the case and that the Monroe County Prosecutor's Office (MCPO) seeks their input. They benefit from learning that MCPO balances this input with its obligation to uphold the law, and that MCPO is ultimately responsible for all charging decisions. Victims of domestic violence, for example, frequently share their relief that they are not responsible for 'pressing' or 'dropping' charges: the State files charges – it is 'out of their hands'. For cases not proceeding to criminal court, VAP may work with victims to explore options, make safety plans, and/or make referrals for emergency assistance and other remedies. Once criminal charges are filed, VAP attempts to contact all crime victims and share with them the VAP services and victim rights. VAP anticipates that victims will have questions and makes time to talk with them, correspond via email, and/or meet in person with each interested individual. VAP informs victims of charging decisions and explains court proceedings as well as next steps for the case. VAP communicates the victim's wishes and concerns to the prosecutor handling the case and arranges for victim meetings with the prosecutor as needed. VAP may identify other needs that cannot be addressed through the justice system alone. VAP is well connected with community social service providers and maintains working and collaborative relationships with these providers VAP is able to make appropriate referrals for victims . As cases progress, victims may be subpoenaed to testify. VAP works to schedule mandated appearances as conveniently as possible for victims. VAP works to ensure that potential barriers to victims' participation , such as lost wages, transportation difficulties, language barriers, and dependent care, are identified and resolved. Additionally, VAP works closely with the DPA, arranging joint meetings with the victim, communicating victim

Problem Statement & Analysis

wishes to the DPA, and working with the DPA to prepare victims to testify in court. VAP assists in determining restitution requests for Victim Crime and Compensation Fund applications. As cases near disposition, VAP determines the victim's desire to make a 'victim impact statement' and helps the victim with the process. VAP keeps victims informed of scheduling for trials. VAP also secures accommodations for victims' special needs/comfort while testifying, such as: permission for a child's security item in the court room, interpreter, accommodations for disabilities, and practice 'taking the stand'. In cases resolved through plea agreements, VAP assists the deputy prosecuting attorney in communicating the terms and helps ascertain the victim's comfort with the agreement. VAP provides disposition status and additional relevant contact information when cases close.

If MCPO VAP is able to add a fourth staff member to the team, this will allow for more timely and thorough communication with victims, more opportunity for face to face interactions with victims that may drop in without an appointment, and better service to victims of crimes on the whole. An additional VA would bring caseloads (excluding VA Director's caseload) from a current average of 559 per VA to a caseload average of 373 per VA.

Goals, Objectives, & Outcomes

1. Provide the program's goal. The goal should be general, realistic, focused on what we will ultimately achieve, consistent with overall mission/purpose of agency.

Hint: The goal should directly address the problem identified in the Problem Statement.

Example: The Indiana Criminal Justice Institute (ICJI) will provide data driven evidence-based/best practice program funding to regions of Indiana with the most financial and programmatic disparities.

The goal of this project is to make timely contact with and provide information pertaining to victim rights to 100% of crime victims; to develop professionally by having all Victim Assistants (VAs) (as schedules permit) attend at least one in service training per quarter and attend a national conference as funding allows; and to increase the percentage of satisfaction survey responses received with those responses showing a minimum 90% rate of satisfaction on average.

2. Provide objectives that measure progress toward achieving the goal.

Hint: Objectives are the steps needed to achieve goals. Objectives should be concrete, action-oriented, measurable and Specific, Measurable, Achievable, Realistic, Timely (SMART).

Example: The ICJI will provide an increase of 30% of victim-related funding to areas possessing less than one shelter per 20 sq. miles.

- 1) All victims will be mailed information by Victim Assistance (VA) which will include a copy of their rights as victims of crime. If additional staffing is secured, victims of violent felonies will be contacted by VA via mail and will be sent a copy of their rights as crime victims within 5 business days of criminal charges being filed.
- 2) VA staff will enhance knowledge by attending at least one in service training per quarter, as schedules permit.
- 3) VA satisfaction surveys will be sent to a minimum of 90% of victims for whom we have an email address (unless the victim has specifically asked for no further contact), and responses will show a minimum average of 90% satisfaction rate with VA services.

3. Provide at least 1 Outcome for EACH stated objective (outcomes quantitatively measure program impact).

Hint: Outcomes measure objectives and are criteria for how the program is deemed to be effective.

Example: During exit interviews/surveys, victims completing our program will report feeling safer and can list five new ways to keep safe.

- 1)
 - a. Funding will be secured for 4 full time VA staff.
 - b. A victim notification letter and a detail of victim rights will be mailed to every crime victim. If additional staffing is secured, victims of violent felonies will be contacted by VA via mail and will be sent a copy of their rights as crime victims within 5 business days of criminal charges being filed.
 - c. Follow up contacts and support will be provided per statute, at a minimum, and as requested by victim as staffing allows.
- 2)
 - a. 100% of VAs will attend in-service training once per quarter with a service provider or agency that can provide VAs with tools to improve service.
 - b. VA program will maintain a list of current referral sources

Goals, Objectives, & Outcomes

- c. 3 out of 4 VAs will attend annual training put on by National Center for Victims of Crime (or other national conference as approved by ICJI) at least once over the two year funding period.
- 3) VA staff will attempt to secure email address for 100% of victims
- b. VA staff will email satisfaction surveys to at least 90% of non-institutional victims for whom an email address is obtained
- c. At least 90% (average) of surveys returned will indicate satisfaction with services provided.

EXHIBIT B
BUDGET INFORMATION

2020 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2020-00050

Version Date: 09/15/2020 14:47:19

Budget Summary

Total Budget By Category

BUDGET CATEGORY	Amount
PERSONNEL	\$161,943.53
EMPLOYEE BENEFITS	\$0
TRAVEL (INCLUDING TRAINING)	\$4,356.00
EQUIPMENT	\$0
SUPPLIES & OPERATING EXPENSES	\$0
CONSULTANTS AND CONTRACTORS	\$0
TOTAL	\$166,299.53

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	Amount	Percent
GRANT	\$132,993.31	79.97%
MATCH	\$33,306.21	20.03%
TOTAL	\$166,299.53	100.00%

PROGRAM INCOME

PROGRAM INCOME \$0

Approved Award Amount:

Program/Grant Manager:

2020 Victims of Crime Act Formula Grant (VOCA)
Personnel

What type of personnel do you wish to enter?

- ✓ Salaried
- Hourly
- Law Enforcement Pool
- Pool
- Volunteer

SALARIED

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Annual Salary</u>	<u>Percentage</u>	<u>COST</u>
Victim Assistance Directo	Teresa Deckard (SAL 10/1/20 to 12/31/20)	Grant	Full-time	\$8,254.61	33.7%	\$2,781.80
Victim Assistant	Dawn Van Pelt (SAL 10/1/20 to 12/31/20)	Grant	Full-time	\$7,379.47	37.8%	\$2,789.44
Victim Assistant	Cheryl Gafken (SAL 10/1/20 to 12/31/20)	Grant	Full-time	\$7,379.47	37.8%	\$2,789.44
Victim Assistant	New Position (SAL 10/1/20 to 12/31/20)	Grant	Full-time	\$7,379.47	37.8%	\$2,789.44
Victim Assistance Director	Teresa Deckard (SAL 1/1/21 to 12/31/21)	Grant	Full-time	\$49,079.79	33.7%	\$16,539.89
Victim Assistant	Dawn Van Pelt (SAL 1/1/21 to 12/31/21)	Grant	Full-time	\$43,876.43	37.8%	\$16,585.29
Victim Assistant	Cheryl Gafken (SAL	Grant	Full-time	\$43,876.43	37.8%	\$16,585.29

09/15/2020

2020 Victims of Crime Act Formula Grant (VOCA)
Personnel

1/1/21 to 12/31/21)						
Victim Assistant	New Position (SAL 1/1/21 to 12/31/21)	Grant	Full-time	\$43,876.43	37.8%	\$16,585.29
Victim Assistance Director	Teresa Deckard (SAL 1/1/22 to 9/30/22)	Grant	Full-time	\$38,568.54	33.7%	\$12,997.60
Victim Assistant	Dawn Van Pelt (SAL 1/1/22 to 9/30/22)	Grant	Full-time	\$34,479.57	37.8%	\$13,033.28
Victim Assistant	Cheryl Gafken (SAL 1/1/22 to 9/30/22)	Grant	Full-time	\$34,479.57	37.8%	\$13,033.28
Victim Assistant	New Position (SAL 1/1/22 to 9/30/22)	Grant	Full-time	\$34,479.57	37.8%	\$13,033.28
Victim Assistance Director	Teresa Deckard (MATCH 10/1/20 to 12/31/20)	Match	Full-time	\$8,254.61	8.44%	\$696.69
Victim Assistant	Dawn Van Pelt (MATCH 10/1/20 to 12/31/20)	Match	Full-time	\$7,379.47	9.45%	\$697.36
Victim Assistant	Cheryl Gafken (MATCH 10/1/20 to 12/31/20)	Match	Full-time	\$7,379.47	9.45%	\$697.36
Victim Assistant	New Position (MATCH 10/1/20 to 12/31/20)	Match	Full-time	\$7,379.47	9.45%	\$697.36

09/15/2020

**2020 Victims of Crime Act Formula Grant (VOCA)
Personnel**

Victim Assistance Director	Teresa Deckard (MATCH SAL 1/1/21 to 12/31/21)	Match	Full-time	\$49,079.79	8.44%	\$4,142.33
Victim Assistant	Dawn Van Pelt (MATCH SAL 1/1/21 to 12/31/21)	Match	Full-time	\$43,876.43	9.45%	\$4,146.32
Victim Assistant	Cheryl Gafken (MATCH SAL 1/1/21 to 12/31/21)	Match	Full-time	\$43,876.43	9.45%	\$4,146.32
Victim Assistant	New Position (MATCH SAL 1/1/21 to 12/31/21)	Match	Full-time	\$43,876.43	9.45%	\$4,146.32
Victim Assistance Director	Teresa Deckard (MATCH SAL 1/1/22 to 9/30/22)	Match	Full-time	\$38,568.54	8.44%	\$3,255.18
Victim Assistant	Dawn Van Pelt (MATCH SAL 1/1/22 to 9/20/22)	Match	Full-time	\$34,479.57	9.45%	\$3,258.32
Victim Assistant	Cheryl Gafken (MATCH SAL 1/1/22 to 9/30/22)	Match	Full-time	\$34,479.57	9.45%	\$3,258.32
Victim Assistant	New Position (MATCH SAL 1/1/22 to 9/30/22)	Match	Full-time	\$34,479.57	9.45%	\$3,258.32
Personnel Total:						\$161,943.53

09/15/2020

2020 Victims of Crime Act Formula Grant (VOCA)
Personnel

HOURLY

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Percentage</u> %	<u>COST</u>
						Personnel Total:	\$0

LAW ENFORCEMENT POOL

<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u> %	<u>COST</u>
			Personnel Total:	\$0

POOL

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u> %	<u>COST</u>
				Personnel Total:	\$0

VOLUNTEER

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Percentage</u> %	<u>COST</u>
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09/15/2020

2020 Victims of Crime Act Formula Grant (VOCA)
Personnel

Personnel Total: \$0

2020 Victims of Crime Act Formula Grant (VOCA)
Employee Benefits

<u>Name</u>	<u>Position</u>	<u>Employee Type</u>	<u>Fund Type</u>	<u>Benefit Type</u>	<u>Benefit Percentage</u> %	<u>Calculated Annual Cost of Benefit</u>	<u>COST</u>
Employee Benefits - Total:							\$0

2020 Victims of Crime Act Formula Grant (VOCA)
Supplies & Operating Expenses

<u>Supply Item</u>	<u>Fund Type</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Percentage</u>	<u>Cost</u>
				%	
Supplies Expenses - Total:					\$0

<u>Operating Expense</u>	<u>Fund Type</u>	<u>Amount</u>	<u>Percentage</u>	<u>Cost</u>
			%	
Operating Expenses - Total:				\$0

2020 Victims of Crime Act Formula Grant (VOCA)
Equipment

<u>Equipment Item</u>	<u>Fund Type</u>	<u>Number of Units</u>	<u>Price Per Item</u>	<u>Percentage</u> %	<u>COST</u>
Equipment - Total:					\$0

2020 Victims of Crime Act Formula Grant (VOCA)

Travel

<u>Number of Travelers</u>	<u>Purpose of Travel</u>	<u>Location of Travel</u>	<u>Travel Expense</u>	<u>Fund Type</u>	<u>Quantity Per Traveler</u>	<u>Cost Per Day, Item, or Mile</u>	<u>Percentage</u>	<u>Cost</u>
3	Travel/Conference	TBD	Registration Fee	Grant	1	\$550.00	100%	\$1,650.00
3	Travel/Conference	TBD	Lodging	Grant	1	\$600.00	100%	\$1,800.00
3	Travel/Conference	TBD	Airfare	Match	1	\$238.00	100%	\$714.00
3	Travel/Conference	TBD	Per Diem	Match	2	\$32.00	100%	\$192.00
Travel (Including Training) - Total:								\$4,356.00

2020 Victims of Crime Act Formula Grant (VOCA)
Consultants and Contractors

Consultants

<u>Name</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Percentage</u> %	<u>Cost</u>
Consultant - Total:						\$0

Contractors

<u>Name/Position</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Compensation</u>	<u>Percentage</u> %	<u>Cost</u>
Contractors - Total:					\$0

Will there be travel expenses for the consultants and contractors?

Yes No

Program Income

1. Will your program generate income? Yes ☐ No ☒

2. What is the estimated amount of Program Income?

3. Describe how your program will generate income.

4. What will the Program Income be used for?

EXHIBIT C
SPECIAL CONDITIONS

Exhibit C

VOCA Special Conditions

1. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

2. Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equals opportunity standards.

3. Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

4. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulations, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer),

they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. 11182(b); and VAWA, as amended, 34 U.S.C. 1229(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

5. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

6. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. 42.204(c), 205(c)(5)).

7. Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see

<https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

8. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

9. Requirements of the award; remedies for non-compliance or for materially false statements

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

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

10. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this FY 2018 and 2019 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 24, 2014. If this FY 2018 and 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 and 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

14. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are

to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the State in writing of the potential duplication, and, if so requested by State, must seek a budget-modification or change-of-project-scope project modification request (PMR) to eliminate any inappropriate duplication of funding.

15. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

16. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must –
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both –
 - (1) This award requirement for verification of employment eligibility, and
 - (2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

17. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any “subrecipient” at any tier) must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. All subawards (“subgrants”) must have specific federal authorization

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards (“subgrants”) must have specific federal authorization), and are incorporated by reference here.

19. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if the contract would exceed \$150,000)), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with

U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designated to ensure compliance with this condition.

4. Rules of construction

- A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project or activity (or to provide such goods or services) in future.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

22. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or any associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

24. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

25. OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgranteeshtm>.

26. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from subrecipient audits required by the Part 200 Uniform Requirements (or by the terms of this award),

or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

27. Potential imposition of additional requirements

The recipient or any subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as “high-risk” for purposes of the DOJ high-risk grantee list.

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain “education programs.”

30. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

31. Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

32. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various general provisions in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

33. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award — (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by — (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

34. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient (“subgrantee”) under this award or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to

an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both –

a. it represents that –

(1) it has determined that no other entity that the recipient’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontracted under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by the entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

35. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an

abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

36. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

37. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

- 38.** The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

39. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the condition of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) Be awarded only to eligible victims assistance organizations, 34 U.S.C. 20103(a)(2);
- b) Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following

categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

40. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

41. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

42. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et. seq.*) and other related Federal laws (including the National Historical Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through a subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

43. FFATA reporting: Subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, and its reporting requirements, does not apply to -- (1) an award of less than \$25,000, or (2) grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" – Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

45. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in accessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

46. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceeds to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

47. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2019, are available until the end of FY 2022).
48. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Parts 35, 42 and 54.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Parts 35, 42 and 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Parts 35, 42 and 54 that relate to an equal employment opportunity program or that relate to nondiscrimination on the basis of sex in certain "education programs."

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10-07-2020

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

Relification of contract between Underwood Construction, Inc. and the Board of Commissioners of Monroe County.

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Juvenile Per Diem

Fund Number: 4903

Amount: \$22,750

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

Executive Summary:

This request is to fund a contract that was written by Jeff Cockerill to complete the de-escalation path at the Youth Services Bureau. The existing path has eroded due to rainfall.

Person Presenting: V. Thevenow

Department: Youth Services Bureau

Attorney who reviewed: Jeff Cockerill

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

Submitted by: J Thompson

Date: 09/29/2020

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

Page 66 of 144

Form Approved 1/1/19

YSB DESCALATION PATH AGREEMENT.

Agreement made the 23 day of Sept, 2020, between Underwood Construction, Inc. ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** The undersigned Contractor, shall provide a walking path at the YSB facility, as outlined in Exhibit A.
2. **Term.** Work shall be completed within 30 days from the execution of this contract. Contractor shall work with the Victoria Thevenow for scheduling.
3. **Cost.** The total cost of the work shall be a \$22,750.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.
8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety,

State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

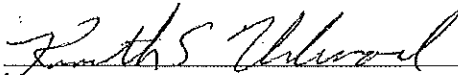
- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify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

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
11. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Underwood Construction, Inc.
"Contractor"

Board of Commissioners of Monroe County
"Board"


by _____

Date 9/30/2020

ATTEST: _____, 2020

Catherine Smith, Auditor

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 7, 2020

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Approval of updated Davey Resource Group Agreement
pertaining to the Community & Urban Forestry Assistance Grant

Vendor #

NEW

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☒

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☒

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency: USDA Forest Service Northeastern Area

Federal Program: Urban and Community Forestry Program

CFDA # 10.675

Federal Award Number and Year: Contract #41618 Yr:2019

Or other identifying number

Pass Through Entity Indiana Department of Natural Resources

Amount Received

Federal: \$10,000.00

State:

Local Match: \$10,000.00

Total Received: \$20,000.00

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

Fund Name: Comm. & Urban Forestry

Fund Number 8179

Amount: \$20,000.00

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

Executive Summary:

The Community and Urban Forestry Assistance Grant is administered by the Indiana Department of Natural Resources through funding from the USDA Forest Service. The objective of the CUF-A grant program is to inventory, manage, evaluate, and plant trees.

Davey Resource Group to complete the following:

- Hazard tree inventory of Monroe County greenways: \$13,500.00
- Hazard tree inventory of Karst Farm Park trails: \$1,690.00
- Hazard tree inventory of Will Detmer Park trails: \$1,015.00
- Tree Management Plan: \$3,795.00

UPDATE:

Monroe County Commissioners approved the original agreement with Davey Resource Group on 7/29/2020. Davey Resource Group requested changes to paragraphs 3 and 9 of the original agreement (see highlights in attachment). Monroe County Legal has reviewed and approved the change requests.

Person Presenting: John Robertson

Department: MC Parks & Recreation

Attorney who reviewed: Margie Rice

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

Submitted by: John Robertson

Date: 10/2/2020

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

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

Agreement for Professional Services

Agreement made between Davey Resource Group, Inc. ("Contractor") and the Monroe County Parks and Recreation Department and Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide independent, professional services in order to assist Monroe County with conducting a tree inventory and developing a tree management plan, along Monroe County trails and greenways. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to inventory trees along some of its greenways and trails and to develop a management plan for those trees. Monroe County has received a Department of Natural Resources grant to pay for one-half of the cost of the services and the Parks and Recreation Board approved the other one-half from Parks' funds. Monroe County wishes to retain the professional services of Contractor, as described in the attached *Tree Inventory, Planning, and Software*, Proposal, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

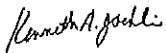
The total amount paid to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) without further written approval by Monroe County. Contractor shall submit invoices monthly, which shall be paid within forty-five (45) days of receipt.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before February 28, 2021. Details in Exhibit A shall govern the performance of all work under this Agreement. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
3. **Indemnity.** Contractor agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including reasonable attorneys' fees, caused by Contractor's negligent or willful acts or omissions during the performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees or a third party not controlled by Contractor. To the extent applicable, Contractor retains the right to select counsel reasonably acceptable to Monroe County, Monroe County will provide reasonable cooperation, and Monroe County will not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. This Section 3 shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. Notwithstanding anything to the contrary in this Agreement or elsewhere, in no event shall Contractor's total liability exceed the contract amount set forth in Section 1 above.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.

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

7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
 - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
 - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
 - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be a federal or state court with jurisdiction over Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.



By: Kenneth A. Joehlin, VP & GM, Environmental
Consulting & Business Development

Date: 9/10/2020

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

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor

Original Agreement. Signed 7/29/2020

Agreement for Professional Services

Agreement made between Davey Resource Group ("Contractor") and the Monroe County Parks and Recreation Department and Monroe County Board of Commissioners (collectively, "Monroe County"). Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide independent, professional services in order to assist Monroe County with conducting a tree inventory and developing a tree management plan, along Monroe County trails and greenways. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to inventory trees along some of its greenways and trails and to develop a management plan for those trees. Monroe County has received a Department of Natural Resources grant to pay for one-half of the cost of the services and the Parks and Recreation Board approved the other one-half from Parks' funds. Monroe County wishes to retain the professional services of Contractor, as described in the attached *Tree Inventory, Planning, and Software, Proposal*, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) without further written approval by Monroe County. Contractor shall submit invoices monthly, which shall be paid within forty-five (45) days of receipt.

2. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on or before February 28, 2021. Details in Exhibit A shall govern the performance of all work under this Agreement. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
4. **Worker's Compensation.** To the extent required by law, Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on the Agreement.
5. **Non-discrimination.** Contractor is aware of Monroe County's policy prohibiting harassment of any kind. If Contractor becomes aware of any harassment, Contractor shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

7. **Independent Contractor.** It is fully understood and agreed that Contractor and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
- Contractor is NOT performing this work under the supervision or direction of Monroe County.
 - Contractor shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - Contractor shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement. Contractor is not to receive direction or supervision from any Monroe County employee or representative. Monroe County will provide feedback to and review any drafts submitted by Contractor.
 - Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County for any purpose.
 - Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

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

9. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below and, if executed in two counterparts, each shall be deemed an original.

By: Aren Flint, Davey Resource Group

Date: _____

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this 29 day of July, 2020, pursuant to Monroe County Code Chapter 266-5.


"AYES"


Julie Thomas, President


Lee Jones, Vice President


Penny Githens, Member

ATTEST:


Catherine Smith, Auditor

"NAYS"

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Member

INVESTMENT

TREE INVENTORY

- | | |
|---|-----------------|
| <input type="checkbox"/> Computerized inventory data collection of hazard trees along approximately 8 miles of greenway trails for a cost of: | \$13,500 |
| <input type="checkbox"/> Computerized inventory data collection of hazard trees along approximately 1 mile of Karst Farm Park trails for a cost of: | \$1,690 |
| <input type="checkbox"/> Computerized inventory data collection of hazard trees along approximately 0.6 miles of Will-Detmer Park trails for a cost of: | \$1,015 |

TREEKEEPER® SOFTWARE - ONE-TIME, FREE ONE-YEAR TRIAL

- | | |
|--|-------------|
| <input type="checkbox"/> One-year subscription | Free |
|--|-------------|

During data collection, tree inventory data will be available for clients to view with compatible computer systems via our TreeKeeper® software. Clients agreeing to receive our promotional offer receive one free year of TreeKeeper® service beginning on the last day of the month of the inventory data release and ending 365 days later. DRG also supplies one year of telephone software support. DRG offers no discounts if Monroe County refuses the promotional software service offer.

PLANNING

- | | |
|---|----------------|
| <input type="checkbox"/> Tree Management Plan | \$3,795 |
|---|----------------|
- Data assessment with inventory findings, TreeKeeper® benefit summary, and recommendations for maintenance with a 5-year projected budget and an iTree Eco project file*

This proposal is valid for 60 days.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/07/2020

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

Licenses from Environmental Systems Research Institute, Inc. for arcGIS

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Cumulative Capital Development

Fund Number: 1138-30041

Amount: \$20,820

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

Executive Summary:

This agreement expands Monroe County's software license with Environmental Systems Research Institute, Inc. to allow for two staff members in the Auditor's office to have dedicated licenses. Fee is for the two licenses at \$17,820 and support option of \$3,000.

Person Presenting: Eric Evans

Department: TSD

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Eric Evans

Date: 10/02/2020

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

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

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Form Approved 1/1/19



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 12/29/2020*

Quotation # Q-425585

Date: September 30, 2020

Customer # 237722 Contract #

County of Monroe
Technical Services Dept
501 N Morton St Ste 200
Bloomington, IN 47404

ATTENTION: Eric Evans
PHONE: (812) 349-2522
EMAIL: eevans@co.monroe.in.us

Material	Qty	Unit Price	Total
122086	2	\$8,910.00	\$17,820.00
ArcGIS Desktop Advanced Single Use Perpetual License			

Subtotal:	\$17,820.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$17,820.00

The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit <http://www.esri.com/software/maintenance> to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

For software downloads and authorization numbers necessary to install and activate your product(s), go to MyEsri.com. If you require physical media, please work with your Esri representative to add the appropriate media kit to your quotation.

The ArcGIS Desktop license includes 100 service credits for the ArcGIS Online Creator entitlement. These service credits refresh annually with license renewal; unused entitlement service credits do not roll over. Additional service credits can be purchased in blocks of 1000 credits for \$100. For additional information regarding service credits please reference this link <https://www.esri.com/en-us/arcgis/products/arcgis-online/pricing/credits>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wes Jeter	Email: wjeter@esri.com	Phone: 909 793 2853 ext. 6402 x6402
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

JETERW

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 12/29/2020*

Quotation # Q-425585

Date: September 30, 2020

Customer # 237722 Contract #

County of Monroe
Technical Services Dept
501 N Morton St Ste 200
Bloomington, IN 47404

ATTENTION: Eric Evans
PHONE: (812) 349-2522
EMAIL: eevans@co.monroe.in.us

The following items are optional items listed for your convenience.

These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
122181	1	\$3,000.00	\$3,000.00
ArcGIS Desktop Advanced Single Use Primary Maintenance			
122183	1	\$1,200.00	\$1,200.00
ArcGIS Desktop Advanced Single Use Secondary Maintenance			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wes Jeter	Email: wjeter@esri.com	Phone: 909 793 2853 ext. 6402 x6402
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

JETERW

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMSS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/30/2020 To: 12/29/2020*

Quotation # Q-425585

Date: September 30, 2020

Customer # 237722 Contract #

County of Monroe
Technical Services Dept
501 N Morton St Ste 200
Bloomington, IN 47404

ATTENTION: Eric Evans
PHONE: (812) 349-2522
EMAIL: eevans@co.monroe.in.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Wes Jeter

Email:
wjeter@esri.com

Phone:
909 793 2853 ext. 6402 x6402

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

JETERW

This offer is limited to the terms and conditions incorporated and attached herein.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 7, 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

B-Tech, LLC

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: 2018 GO Bond

Fund Number: 4811-40015-0000

Amount: \$4,501.84

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

Executive Summary:

The Contract is for the installation of a Fire Alarm System for the "new" Emergency Operations Center.

In addition, there will be a \$40.95 monthly fee for Cellular and IP Communicator Services

Person Presenting: Eric Evans, Director

Department: Tech Services

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jill Newman, Financial Manager

Date: October 1, 2020

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

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



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

EM Building FA & FE

15411093020

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information	
Monroe County Hwy Department 2800 S Kirby Rd	
Bloomington IN 47404	
Phone: (812) 349-2522	Fax:
Alt Contact:	Alt Phone:
E-Mail: eevans@co.monroe.in.us	

Job Name
EM Building FA & FE

Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Sales Rep	Terms
	Net 25

Proposal #
15411093020

Scope of Work:

Install a Fire Alarm System

The building will be protected with smoke detectors throughout with Pull stations by the 2 exits
Audible visual devices will be installed throughout

\$40.95 per month with cellular & IP communicator (No Phone Lines)

Provide the required devices per the attached Bill of Material.

Performing the scope of work during normal working hours, Monday through Friday, 8:00 AM to 5:00 PM. Any work required to be performed at other than normal working hours will be invoiced accordingly.

B-Tech IS NOT responsible for the following:

Any cutting, painting or patching required to complete the scope of work.

Any required 120 VAC power required by proposed system.

Install (2) 5lb ABC in EM Building

Install (1) 5lb Halotron In server room

Item	
Notifier Fire Warden X 50pt Panel	1
Strobe Low Voltage	1
Horn/Strobe 2 Wire Low Voltage	4
Outdoor Wall Horn/Strobe	4
Onyx Flashscan Heat Detector	1
Onyx Smoke/Heat Detector Base	11
Onyx Flashscan Smoke Detector (Photo)	8

16/2 Red Fire Wire 1000ft per Foot	1
WIRE 18/2 Red Shielded 1000ft Box	1
Labor	1
5lb Halotron Extinguisher	1
5lb ABC Rechargeable Extinguisher	2
LTE IP Fire Communicator (Verizon)	1

Summary of Costs



Job Subtotal:	\$4,501.84
Tax	\$0.00
Total Due:	\$4,501.84

Payment Terms

Net 25

Acceptance

Customer Acceptance

9/30/2020

Date

B-Tech Representative

9/30/2020

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard:

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Vendor #

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

The Contract is for the installation of a Security System for the "new" Emergency Operations Center

Person Presenting:

Department:

Attorney who reviewed:

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

Submitted by:

Date:

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

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



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

EM Security

15412093020

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

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III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information		
Monroe County Hwy Department 2800 S Kirby Rd		
Bloomington IN 47404		
Phone:	(812) 349-2522	Fax:
Alt Contact:		Alt Phone:
E-Mail:	eevans@co.monroe.in.us	

Job Name
EM Security

Proposal #
15412093020

Scope of Work:

Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Sales Rep	Terms
	Net 25

Item	
Security System	1
70 D 360* Ceiling Motion Tri-Tech	3
3/4" Steel Door Contact White	2
Garage Door Armored Cable Contacts	2
Unlimited Zone Wireless Receiver	1
Door/Window Contact with Battery & Magnet	2
Vista 20 Expand 8 Zone Series Panel	1
Alpha Keypad	1
6160	
Alarmnet IP/GSM Path Communicator Verizon	1

Summary of Costs



Job Subtotal:	\$999.00
Tax	\$0.00
Total Due:	\$999.00

Payment Terms

Net 25

Acceptance

Customer Acceptance

9/30/2020

Date

B-Tech Representative

9/30/2020

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/07/2020

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

Rectification of agreement with Smithville Digital to provide a direct fiber circuit to the County Courthouse.

Vendor #

001922

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: County General

Fund Number 1000-30025

Amount: \$1050 monthly / \$500 non-recurring

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

Executive Summary:

This is a ratification of an agreement that was signed by the Board of Commissioners on September 16, 2020 to provide a direct fiber circuit to the County Courthouse.

Person Presenting: Eric Evans

Department: TSD

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Eric Evans

Date: 10/02/2020

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

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



ENTERPRISE SERVICES CONTRACT

Customer:	MONROE COUNTY GOVERNMENT
Billing Address:	100 W KIRKWOOD AVE, BLOOMINGTON IN 47404-5143
Contract Term:	60 months
Contract No.:	00027010

SERVICES:

Line Item	Quantity and Detail	First Location	Second Location	Non-Recurring Charges	Monthly Recurring Charges
1.	1 Point to Point Circuit, 1000 Megabits Per Second	Telecom Hotel: 302 N Walnut St, Bloomington IN 47401	Monroe County Courthouse: 100 W Kirkwood Ave, Bloomington IN 47404	\$500.00	\$1,050.00
Totals				\$500.00	\$1,050.00

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

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

Article 1 Scope of Services

Section 1.1 Service Provisioning, Estimated Installation and Right of Way

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

Customer acknowledges and agrees that the Estimated Installation Date is merely an estimate and subject to change, and in no event will Smithville Telecom be responsible for any delays in

installation or failure to complete installation by the Estimated Installation Date.

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

Section 1.2 Alterations to Services

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

Section 1.3 Service Level Agreement

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

Article 2: Term of Agreement

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

Article 3: Payment Procedures

Section 3.1 Payment

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

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

Section 3.2 Cancellation of Services by the Customer

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

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

Section 3.3 Termination by Smithville Telecom

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

Section 3.4 Warranties and Disclaimers

The Customer warrants and represents that (a) the Customer is free lawfully to enter into this Agreement, (b) if the Customer delivers any materials to Smithville Telecom hereunder, such materials and the use thereof by Smithville Telecom do not infringe or violate any copyright,

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

Section 3.5 Indemnification

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

Section 3.6 Limitation of Liability

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

Article 4: Miscellaneous Provisions

Section 4.1 Limitations on Remedies

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

Section 4.2 Force Majeure

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

Section 4.3 Arbitration and Venue

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

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

Section 4.4 Entire Agreement

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

Section 4.5 Severability

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

Section 4.6 Survival of Provisions

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

Section 4.7 Assignment; Burden and Benefit of Successors and Assigns

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

Section 4.8 Waiver

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

Section 4.9 Headings

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

Section 4.10 Applicable Law

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

Section 4.11 Execution and Counterparts

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

Section 4.12 Additional Documents and Actions

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

Section 4.13 Notices

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

Section 4.14 Confidential Information

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

Section 4.15 Ownership of Confidential Information

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

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

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

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

Section 4.17 Ownership of Equipment

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

Article 5: Customer Responsibilities and Acceptable Use Policy

Section 5.1 Customer Responsibilities

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

Section 5.2 Acceptable Use Policy

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

Article 6: Modifications

Section 6.0 Modifications

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

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

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

Smithville Telecom, LLC

MONROE COUNTY GOVERNMENT

By:

Paul Quick

Paul Quick (Sep 16, 2020 16:09 EDT)

By:

Lee Jones

Digitally signed by Lee Jones
DN: cn=Lee Jones, o=Monroe County Board of
Commissioners, ou=Monroe County Government,
email=commissionersoffice@co.monroe.la.us, c=US
Date: 2020.09.16.09:29:14 -0400

Printed:

Paul Quick

Printed:

Title:

President

Title:

Vice President

Date:

Sep 16, 2020

Date:

Needs Countered Contract 00027010 Monroe County Government 1Gbps PTP Courthouse Sept'20

Final Audit Report

2020-09-16

Created:	2020-09-16
By:	Jennifer Peyton (jennifer.peyton@smithville.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANhMrOn27ZLbTbPqz1FM9dQ9TMjQBpGR_

"Needs Countered Contract 00027010 Monroe County Government 1Gbps PTP Courthouse Sept'20" History

-  Document created by Jennifer Peyton (jennifer.peyton@smithville.com)
2020-09-16 - 7:11:43 PM GMT- IP address: 68.50.191.230
-  Document emailed to Paul Quick (paul.quick@smithville.com) for signature
2020-09-16 - 7:12:30 PM GMT
-  Email viewed by Paul Quick (paul.quick@smithville.com)
2020-09-16 - 8:48:58 PM GMT- IP address: 45.41.142.23
-  Document e-signed by Paul Quick (paul.quick@smithville.com)
Signature Date: 2020-09-16 - 8:49:41 PM GMT - Time Source: server- IP address: 66.244.89.97
-  Agreement completed.
2020-09-16 - 8:49:41 PM GMT

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/7/2020

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

Resolution 2020-44 regarding the approval of the issuance of
Monroe County General Obligation Bonds

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: TBD

Fund Number: TBD

Amount: Not to Exceed \$3.1 million

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

Executive Summary:

This resolution is a required step in the County issuing General Obligation Bonds. The Council also is required to take action. The projects include trucks and heavy equipment necessary for highway operations; support vehicles for the Highway Department; parks ADA projects identified in the County ADA Transition Plan; replacement of core switches in the Justice Building; Sheriff Department radios and narcotics analyzer; relocation of Highway and Surveyor office; furniture; trail connection; and all related improvements and the incidental expenses in connection with these projects.

Person Presenting: Jeff Cockerill/Angie Purdie

Department:

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

Submitted by: Jeff Cockerill

Date: 10/2/20

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

RESOLUTION NO. 2020-44

RESOLUTION OF THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA REGARDING APPROVAL OF ISSUANCE OF MONROE COUNTY GENERAL OBLIGATION BONDS AND, IF NECESSARY, BOND ANTICIPATION NOTES

WHEREAS, the Board of Commissioners of Monroe County, Indiana (the "Board" and the "County", respectively) has considered undertaking certain public improvement projects in the County as more fully set forth in summary fashion on Exhibit A hereto (collectively, the "Projects") and hereby determines that it would be of public utility and benefit and in the best interests of the citizens of the County to proceed with the acquisition and construction of the Projects and the financing thereof through the issuance of general obligation bonds of the County (the "Bonds") and, if necessary, bond anticipation notes (the "BANs"), pursuant to Indiana Code 36-2-6, as amended, and other applicable provisions of the Indiana Code (collectively, the "Act"); and

WHEREAS, the estimated costs of the Projects, including engineering, municipal advisory and legal fees, is in the estimated amount of not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000); and

WHEREAS, the Projects and the financing by the County of the Projects, together with expenses incidental thereto, are necessary, are authorized by the Act and will be of public utility and benefit to the County and its citizens; and

WHEREAS, the Board finds that the County does not have sufficient funds available or provided for in the existing budgets and tax levies that may be applied to the costs of the Projects and that it is necessary to finance the entire costs of the Projects by the issuance of the Bonds in one or more series, payable from *ad valorem* taxes to be levied upon all of the taxable property located in the County, in an aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) and, if necessary, BANs; and

WHEREAS, prior to the issuance of the Bonds and, if necessary, BANs, the County Council will adopt an ordinance approving the issuance of such Bonds and, if necessary, BANs (such ordinance, herein the "Bond Ordinance"); and

WHEREAS, the Act requires that the Bonds and, if necessary, BANs, when issued, be executed by the Board and the Board finds that it should provide its approval for the issuance of the Bonds and, if necessary, BANs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA:

Section 1. The Board does hereby approve the issuance of the Bonds and, if necessary, BANs of the County pursuant to the provisions of the Act in an aggregate principal amount not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000), for the purpose of

procuring funds to apply to the costs of the Projects, together with expenses on account of the issuance thereof. The terms of the Bonds shall be as set forth in the Bond Ordinance approved by the Council.

Section 2. This resolution shall be in full force and effect immediately upon its passage.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA THIS _____ DAY OF OCTOBER, 2020.

BOARD OF COMMISSIONERS OF
MONROE COUNTY, INDIANA

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

EXHIBIT A

Description of Projects

The projects include trucks and heavy equipment necessary for highway operations; support vehicles for the Highway Department; parks ADA projects identified in the County ADA Transition Plan; replacement of core switches in the Justice Building; Sheriff Department radios and narcotics analyzer; relocation of Highway and Surveyor office; furniture; trail connection; and all related improvements and the incidental expenses in connection with these projects.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 10/7/2020

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

MOU Agreement between the Monroe County Board of Commissioners and the City of Bloomington

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

Monroe County will be submitting a Community Crossing Grant Application for paving projects. One road that will be submitted will be S. Cory Lane, from W. 3rd Street to Bloomfield Road, for a total length of approximately .52 miles. Approximately 667' is within the City of Bloomington jurisdiction. We would like to include this piece into the paving of the overall project. The City of Bloomington had completed paving on Arlington Road a couple of years ago and also included the small piece that was under the county jurisdiction. The MOU is on the Public Works Board meeting for October 13th.

Person Presenting: Lisa Ridge

Department: Highway

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

Submitted by: Lisa Ridge

Date: September 30, 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONROE, INDIANA
AND
THE CITY OF BLOOMINGTON, INDIANA

This Memorandum of Understanding (hereinafter "MOU") between the County of Monroe (hereinafter "County") and the City of Bloomington (hereinafter "City"), is made and entered into this _____ day of _____, 20____, by and between the Highway Director of the County and the Public Works Director of the City, and outlines the agreement and terms regarding County's willingness and the City's acceptance of the County's paving of a portion of S. Cory Lane, which portions are owned and under the maintenance responsibility of the City. The paving described herein shall occur only upon the County's receipt of funding from INDOT through its Community Crossings Grant Program.

WITNESSETH:

1. The County is preparing an application for Community Crossings Grant funding by INDOT for multiple projects, including the paving of S. Cory Lane, from W. 3rd Street to W. Bloomfield Road.
2. A portion of this road is owned and maintained by the City.
3. The City authorizes the paving of its portion of S. Cory Lane by the County, upon the County's receipt of grant funding described above, and will accept all paving work performed in accordance with this MOU.
4. The City's portion of S. Cory Lane to be paved is .13 miles in length, as depicted in Attachment A, attached and incorporated herein.
5. S. Cory Lane paving shall cover the roadway from the end of the roadway maintained by the County to the end of the roadway maintained by the City.
6. The County shall perform the paving work in accordance with INDOT's 2020 Standard Specifications and current supplements thereto, to be used with this project, Section 400 – Asphalt Pavements, which include milling existing asphalt surface 1.5", applying tack, resurfacing 1.5" with HMA Type B surface, and replacing pavement markings.
7. This MOU reflects the entire understanding between the County and the City regarding the paving of S. Cory Lane, should the County receive funding via a Community Crossings Grant from INDOT.

8. The County will inform the City of dates for project work so that the City is informed of the status of the paving work, and the City may inspect the work after completion of the paving work.
9. Any amendment or modification of this MOU must be in writing and be signed by duly authorized representatives of the County and the City.
10. The County and the City agree that this MOU shall be presented to the Monroe County Board of Commissioners, the Board of Public Works and to the Mayor of the City of Bloomington for their concurrence regarding this MOU.
11. The signatories for the County and the City warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

COUNTY OF MONROE
Highway Department

Lisa Ridge, Director

Board of Commissioners

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

CITY OF BLOOMINGTON
Department of Public Works

Adam Wason, Director

Board of Public Works

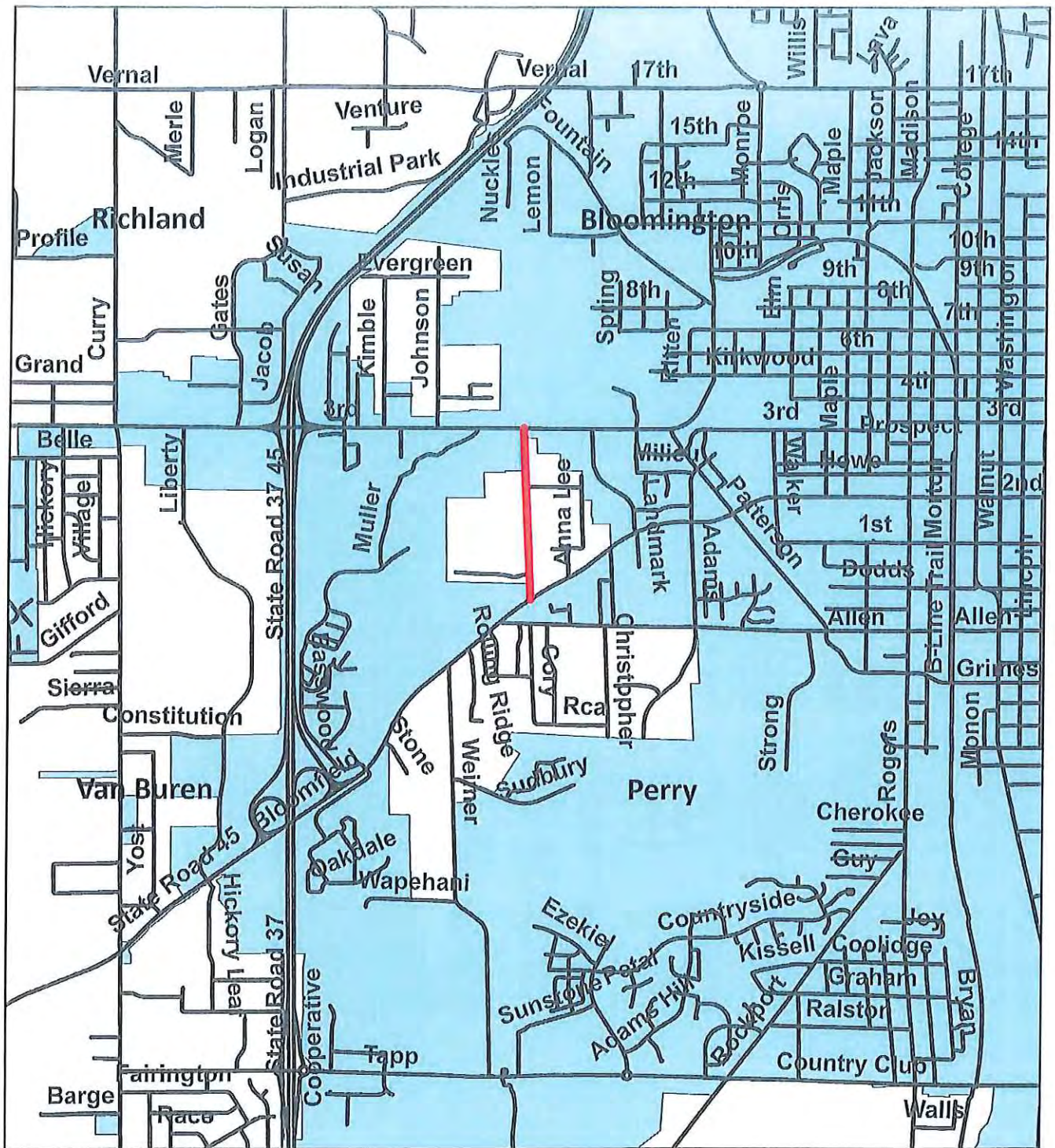
Kyla Cox Deckard, Member

Beth H Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor

Attachment A1



Legend

-  Road Centerline
-  Municipal Boundaries
-  Townships
-  City of Bloomington Jurisdiction



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard:

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

OR

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

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

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

Monroe County will be submitting a Community Crossing Grant Application for paving projects. One road that will be submitted will be Ratliff Road. Monroe County will be submitting to pave from Loudon Road to Hartstrait Road, for a length of approximately 1.62 miles. A portion between Hartstrait Road and Thomas Road is under the jurisdiction of the Town of Ellettsville, .26 miles or 1,400'. We would like to include that portion in our application. We believe that this is a benefit to pave the whole road, with the permission of all parties involved.

Person Presenting:

Department:

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

Submitted by:

Date:

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONROE, INDIANA
AND
THE TOWN OF ELLETTSVILLE, INDIANA

This Memorandum of Understanding (hereinafter "MOU") between the County of Monroe (hereinafter "County"), and the Town of Ellettsville (hereinafter "Town") is made and entered into this _____ day of _____, 20____, by and between the Highway Director of the County and the Highway Superintendent of the Town, and outlines the agreement and terms regarding the County's willingness and the Town's acceptance of the County's paving of a portion of W. Ratliff Road, which portions are owned and under the maintenance responsibility of the Town. The paving described herein shall occur only upon the County's receipt of funding from INDOT through its Community Crossings Grant Program.

WITNESSETH:

1. The County is preparing an application for Community Crossings Grant funding by INDOT for multiple projects, including the paving of portions of W. Ratliff Road.
2. A portion of these roads is owned and maintained by the Town.
3. The Town authorizes the paving of its portions of W. Ratliff Road by the County, upon the County's receipt of grant funding described above, and will accept all paving work performed in accordance with this MOU.
4. The Town's portion of W. Ratliff Road to be paved is .26 miles in length, as depicted in Attachment A1, attached and incorporated herein.
5. W. Ratliff Road paving shall cover the roadway from Loudon Road to Hartstrait Road with Town maintenance portion falling within this parameter.
6. The County shall perform the paving work in accordance with INDOT's 2018 Standard Specifications, Section 400 -- Asphalt Pavements, which include milling existing asphalt surface 1.5", applying tack, resurfacing 1.5" with HMA Type B surface, and replacing pavement markings.
7. This MOU reflects the entire understanding between the County and the Town regarding the paving of W. Ratliff Road, should the County receive funding via a Community Crossings Grant from INDOT.

8. The County will inform the Town of dates for project work so that the Town is informed of the status of the paving work, and the Town may inspect the work after completion of the paving work.
9. Any amendment or modification of this MOU must be in writing and be signed by duly authorized representatives of the County and the Town.
10. The County and the Town agree that this MOU shall be presented to the Monroe County Board of Commissioners and the Ellettsville Town Council for their concurrence regarding this MOU.
11. The signatories for the County and the Town warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

TOWN OF ELLETTSVILLE
Ellettsville Street Department

Danny Stalcup, Superintendent

Town Council of Ellettsville

Dan Swafford, President

Scott Oldham, Vice President

William Ellis, Member

Trevor Sager, Member

Pamela Samples, Member

COUNTY OF MONROE
Monroe County Highway Dept.

Lisa Ridge, Director

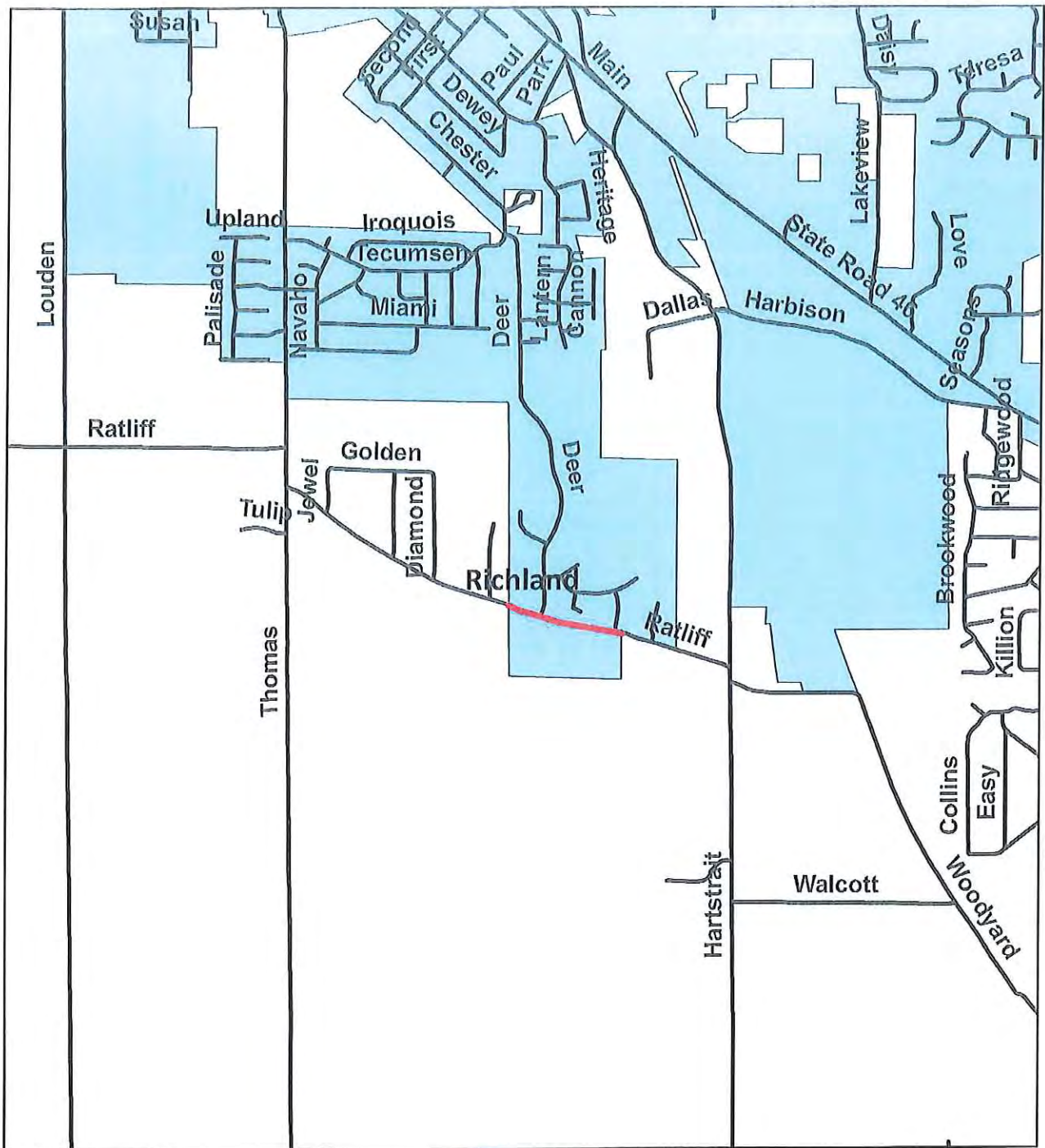
Board of County Commissioners

Julie Thomas, President

Lee Jones, Commissioner

Penny Githens, Commissioner

Attachment A1



Legend

-  Road Centerline
-  Municipal Boundaries
-  Townships
-  Town of Ellettsville Jurisdiction



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: October 7, 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

Axenic-UV Disinfection Solutions

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Rainy Day Fund / Cum Cap

Fund Number 1186-36999-000 / 1138-30006-0000

Amount: \$220,701.00

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

Executive Summary:

Axenic-UV Disinfection Solutions will install the following systems:

Hover - LED UV Air Disinfection System
Stalwart Pro Mobile Surface & Air UVC Light Disinfection
Aeromaxe - Air Disinfection for Large Spaces

To the following County Buildings:

Charlotte Zietlow Center (Justice Building)
Courthouse Health Building
Showers Building
Curry Building
Johnson Hardware Building
YSB

Person Presenting: Angie Purdie, Commissioners' Admin

Department: Commissioner's Office

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

Attorney who reviewed: Jeff Cockerill

Submitted by: Jill Newman, Financial Manager

Date: 10/5/2020

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

GOODS AND INSTALLATION SERVICES AGREEMENT

THIS GOODS AND INSTALLATION SERVICES AGREEMENT is entered into by and between **TJJ LED, LLC** d/b/a LED INDY (hereafter called "Contractor" and **MONROE COUNTY, INDIANA** (hereafter called "Owner").

RECITALS

1. Contractor is engaged in the commercial lighting and disinfection systems industry and offers both free-standing and installed disinfection solutions.
2. Owner desires to purchase portable and installed disinfection solutions as part of its response to and prevention of COVID-19.
3. Owner and Contractor each wish to enter into a contract under which terms Contractor shall provide portable UV-C disinfection systems, and mobile as well as installed air disinfection systems to Monroe County government locations describes herebelow and to provide all equipment, labor and services as set forth in the Contractor's Proposal dated September 23, 2020, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Services.** Contractor agrees to provide all labor, equipment, and materials more specifically described in Contractor's Proposal dated September 23, 2020, attached and made a part of this Agreement (the "Services") as ***Schedule I***.
2. **Location of delivery or installation.** The goods and services to be provided will be delivered to or installed in the following departments:

Justice Center

- a. **Monroe County Justice Center, Rm 103, Squad Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- b. **Monroe County Justice Center, Sheriff's 2nd office area:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- c. **Monroe County Justice Center, Sheriff's Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- d. **Monroe County Justice Center, Detective Interview rooms :** two (2) Axenic-UV Hover Air Disinfection units, installed. (One in each).
- e. **Monroe County Justice Center, Sheriff's Training Room:** two (2) Axenic-UV Hover Air Disinfection units, installed.
- f. **Monroe County Justice Center, Sheriff's Financial Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.

- g. **Monroe County Justice Center, 301 Courtroom:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- h. **Monroe County Justice Center, 307 Courtroom:** two (2) Axenic-UV Hover Air Disinfection units, installed.
- i. **Monroe County Justice Center, 309 Courtroom:** two (2) Axenic-UV Hover Air Disinfection units, installed.
- j. **Monroe County Justice Center, 311 Courtroom:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- k. **Monroe County Justice Center, 313 Courtroom:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- l. **Monroe County Justice Center, Court Admin area lobby:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- m. **Monroe County Justice Center, Clerk's Office:** five (5) Axenic-UV Hover Air Disinfection units, installed.
- n. **Monroe County Justice Center, Clerk's Extension:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- o. **Monroe County Justice Center, Court 204:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- p. **Monroe County Justice Center, Court 205:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- q. **Monroe County Justice Center, Court 213:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- r. **Monroe County Justice Center, Court 212:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- s. **Monroe County Justice Center, Court 209:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- t. **Monroe County Justice Center, Court 211:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- u. **Monroe County Justice Center, Clerk's Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.

Curry Building

- a. **Curry Building, Room 110 Child Services:** two (2) Axenic-UV Hover Air Disinfection units, installed.
- b. **Curry Building, Curry Atrium:** one (1) Axenic-UV Hover Air Disinfection units, installed.
Monroe County Justice Center, Commissioner's Court: two (2) Axenic-UV Hover Air Disinfection units, installed.
- c. **Curry Building, Courtroom Large Waiting Area:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- d. **Curry Building, Conference Room B&C:** two (2) Axenic-UV Hover Air Disinfection units, installed. (One in each).
- e. **Curry Building, Room 100 office/Conf:** one (1) Axenic-UV Hover Air Disinfection units, installed.

Johnson Hardware Building

- a. **Johnson Hardware Building, Voter Registration:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- b. **Johnson Hardware Building, Community Corrections Entry:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- c. **Johnson Hardware Building, Rm 18 Community Corrections Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- d. **Johnson Hardware Building, Rm 1 Community Corrections Field Staff:** one (1) Axenic-UV Hover Air Disinfection units, installed.

Youth Services Bureau Building

- a. **YSB, Dining and recreation room:** one (1) Axenic-UV Aeromaxe Air Disinfection unit, delivered.
- b. **YSB, Visitation Rooms 117 and 116:** two (2) Axenic-UV Hover Air Disinfection units, installed.
- c. **YSB, Bunkrooms 1 through 8:** eight (8) Axenic-UV Hover Air Disinfection units, installed.
- d. **YSB, Rear Entrance Area:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- e. **YSB, Conference room 112:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- f. **YSB, Classroom room 120:** four (4) Axenic-UV Hover Air Disinfection units, installed.
- g. **YSB, Conference room 110:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- h. **YSB, For the facility:** one (1) Axenic-UV Stalwart Pro UV-C Disinfection unit, delivered.

Monroe County Courthouse Building

- a. **Courthouse, Room 112 Maintenance office:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- b. **Courthouse, Room 122 Recorder's Office:** five (5) Axenic-UV Hover Air Disinfection units, installed.
- c. **Courthouse, Room 220 Legal:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- d. **Courthouse, Room 215 Legal Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- e. **Courthouse, Large Office used as conference room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- f. **Courthouse, Auditor Area:** three (3) Axenic-UV Hover Air Disinfection units, installed.
- g. **Courthouse, Treasury Area:** five (5) Axenic-UV Hover Air Disinfection units, installed.
- h. **Courthouse, HR Director Office used for meetings:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- i. **Courthouse, Room 322 Meeting room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- j. **Courthouse, Angie's office/conference room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- k. **Courthouse, Two story large meeting room:** one (1) Axenic-UV Aeromaxe Air Disinfection units, delivered.
- l. **Courthouse, For the facility:** one (1) Axenic-UV Stalwart Pro UV-C Disinfection unit, delivered.

Showers Building

- a. **Showers Building, 100A Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- b. **Showers Building, 100B Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- c. **Showers Building, Public Defender Conf Rm 106J:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- d. **Showers Building, Public Defender Conf rm 106D:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- e. **Showers Building, Building Department 220:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- f. **Showers Building, Building Department Conf room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- g. **Showers Building, General Conference Room Rm 211:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- h. **Showers Building, Planning Department Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.

New Health Building

- a. **New Health Building:** one (1) Axenic-UV Hover Air Disinfection units, installed.

Crisis Diversion Center Building

- a. **Stride Conference Room:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- b. **Nurse's Office:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- c. **Flex Office:** one (1) Axenic-UV Hover Air Disinfection units, installed.
- d. **Recreation/Living Area:** one (1) Axenic-UV Aeromaxe Air Disinfection units, delivered.
- e. **Crisis Diversion Center Building, for the facility:** one (1) Axenic-UV Stalwart Pro UV-C Disinfection unit, delivered.

- 3. **Contract Price.** The price for the Services to be provided under this Agreement is the fixed sum of two hundred and twenty thousand six hundred and one and 00/00 dollars (\$220,701.00)
- 4. **Payment.** The Contract price is payable, Half of the equipment up front: ninety eight thousand sixty eight and 50/100 dollars (\$98,068.50), and the remainder, one hundred and twenty two thousand six hundred thirty two and 50/100 dollars (\$122,632.50) shall be payable upon completion, inspection and approval of the Work, and following submission of the claim and any advertisement as required under Indiana law for payment of claims by the County.
- 5. **Compliance with Laws.** The Work shall be undertaken and constructed in complete accordance with all applicable laws, ordinances, rules, and regulations of all governmental agencies and in complete accordance with all applicable codes and regulations.
- 6. **Completion of Work.** The parties acknowledge that time is of the essence in the performance of the Work under this Agreement but that delivery and installation both are dependent upon supplier manufacturing schedule. Contractor shall notify the County , pass through the County's claims process, and be paid within 30 days of completion.
- 7. **Conditions of Work.** Contractor agrees that all Work shall be conducted during the regular business hours of the Monroe County Courthouse, Justice Center, Johnson Hardware Building, Curry Building, Showers Building, Crisis Diversion Center Building, and the New Health Building; provided, however, Contractor may undertake work outside of regular business hours with the written consent of the Building Superintendent.
- 8. **Warranties:** Contractor assigns and transfers to Owner, and Owner shall have the benefit of all warranties provided by any manufacturers and/or distributors of the equipment to be provided by Contractor under this Agreement. Contractor expressly warrants that all of the workmanship shall be of good workmanlike quality and that the Work shall be free from sub-quality workmanship. Contractor warrants its Work for a period of One (1) year following acceptance of the Work. In the event Owner discovers a defect or substandard workmanship in the Work within the warranty period, Owner shall promptly notify the Contractor in writing of such defect or substandard workmanship, and upon notification Contractor shall work diligently to correct or repair such defect or substandard workmanship.

9. **No Lien Contract.** This Agreement constitutes a “no lien” contract. Contractor shall fully comply with all applicable Mechanic’s Liens Laws of the State of Indiana and shall deposit with the County its Affidavit of Contractor in form satisfactory to County proving that all labor, subcontractors, contractors, and material men who have performed labor or furnished material for or to said Real Estate been paid in full. Contractor shall further cause all subcontractors and material men to execute waivers of lien for work performed or materials provided. Contractor shall and does hereby indemnify and save harmless the County from and against all loss, cost, and expenses, including attorney’s fees, which may at any time arise due to any threatened liens or claims against the Property due to Contractor’s performance of this Agreement.
10. **Insurance.** Contractor shall maintain and provide evidence to County of worker compensation insurance coverage, and in addition general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limit, insuring against risk of injury to persons and damage to property.
11. **Indemnity.** Contractor shall indemnify and hold harmless County from and against all damages, claims, and liability arising from or connected t with Contractor’s performance under terms of this Agreement, including without limitation, any damage or injury to person or property. The indemnification provided by this Section shall include the County’s legal costs and fees in connection with any such claim, action or proceeding.
12. **No Assignment.** This Agreement shall not be assigned by Contractor without the prior written consent of Owner.
13. **Taxes.** Owner shall provide proof to Contractor of its exemption from sales taxes, sales use, or other similar taxes which may be assessed to Contractor in connection with the Services provided under this Agreement.
14. **Capacity/Independent Contractor.** It is expressly agreed that is acting as an independent contractor and not as an employee in providing the equipment, labor and services hereunder. Contractor and Owner acknowledge that this Agreement does not create a partnership or joint venture.
15. **Modification.** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
16. **E-Verify Certification.** Pursuant to IC 22-5-1.7-11, the undersigned, on behalf of Contractor, affirms under the penalties for perjury that it does not knowingly employ an unauthorized alien. Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program. Contractor understands that it is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Owner may terminate this Agreement for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State of Indiana.
17. **Default/Remedies.** In the event either party fails to perform as required by this Agreement, the non-breaching party shall have the right to cancel this Agreement Thirty (30) days after written notice has been given and there is a failure to cure such breach. In the event of a breach of this

Agreement, the nonbreaching party shall be entitled to recover damages, and in addition, reasonable attorney fees incurred in the enforcement of this Agreement.

18. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understandings of the parties. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than what is expressly stated herein.
19. **Governing Law.** This Agreement has been executed and delivered in the State of Indiana and shall be governed and construed in accordance with the Laws of the State of Indiana.
20. **Notices.** Any and all notices required under this Agreement shall be delivered or sent, by certified mail, return receipt requested as follows: To Owner: Monroe County Auditor, Monroe County Courthouse, Bloomington, IN 47404; and to Contractor at: 5855 W 74th Street, Indianapolis, IN 46278. Notices shall be deemed sent on the date of delivery or of mailing.

21. **Authority to Execute.** The signatories herein represent and warrant that they are each authorized to execute this Agreement for and on behalf of the principals they respectfully represent.

IN WITNESS WHEREOF, the County has herunto set its hand and seal on this 24th day of September 2020.

BOARD OF COMMISSIONERS OF THE
COUNTY OF MONROE, INDIANA, by:

Julie Thomas, President

Lee Jones, Vice President

Penny Githens, Commissioner

Attest:

Catherine Smith, Auditor

IN WITNESS WHEREOF, the County has herunto set its hand and seal on this 24th day of September 2020.

TJJ, LED LLC by:

Tracy Clifford, Manager



Proposal For
Monroe County
Axenic-UV Disinfection Solutions

Dated
September 22, 2020





Table of Contents

- Executive Summary
- LED Indy and AXENIC-UV Difference
- Overview
 - Hover – LED UV Air Disinfection
 - Stalwart Pro Mobile UVC Surface and Air Disinfection
 - Aeromaxe – Air Disinfection for Large Spaces
- LED Indy and AXENIC-UV Support Team
- Quote
- Appendix
- Detailed discussion. Science/Use/Benefits/Value
 - Hover
 - Stalwart Pro
 - Aeromaxe
 - Specifications Sheets
 - Spreadsheet of locations of buildings/rooms for all solutions.

Executive Summary

Goal: A solution to mitigate SARS-Cov-2 (Covid-19) transmission

Focus: Dramatically reduce risk of Monroe County high risk locations for employees/public.

Added benefit:

- Eliminate other common or new aerosolized and surface pathogens

- Improving employee productivity, well being, and public safety

- Eliminate mold and VOCs, improving employee well being, attraction and retention.

- Monroe County is ready for new pathogens that emerge

Solution: Hover air disinfection, Stalwart Pro mobile air/surface disinfection and Aeromaxe large space air disinfection unit – kills SARS-CoV-2 in the immediate space where people may be infected.

Logistics Benefit: No touch automatic operation or mobile self running solutions to reduce impact to facilities staff

What is being deployed:

- 114 In-room Axenic-UV Air Disinfection systems
- 3 Large Space Air Disinfection systems,
- 4 Air/Surface high powered UV-C light disinfection mobile units.



HOVER – LED UV Air Disinfection System

A solution to mitigate COVID-19 and other diseases caused by microbial transmission (Flu, Mold, Measles, Tuberculosis)

Delivers on average 2 disinfected air changes per hour (ACH) in a space.

It fits in a 2 foot by 2 foot hung ceiling panel. Or can be mounted to drywall/plaster ceilings.

Runs when lights are on in a space.

Complete safety and use when people are in the room.

Eliminated Mold, VOCs, mVOCs and mycotoxins.

3 year warranty.

Stalwart Pro Mobile Surface and Air UVC Light Disinfection



Air and Surface Disinfection with high powered UVC light

Stalwart Pro kills: Coronavirus, Hepatitis B&C, Staph, MRSA, C.Diff, Novovirus, Salmonella, etc.

Mobility and automation increase productivity. Encloses for easy storage/transport.

Runs automatically on a timer.

LED UVC – no maintenance, no replacement tube purchases, no breakage of tubes. 3 year warranty.

Financial Benefit - Reduce productivity losses due to employee sickness and reduce potential high expense of healthcare / Emergency Room visits for the Correctional Center. On average we pay \$2,200 for every worker's emergency room visit in Indiana (Employer's Forum of Indiana).

AXENIC-UV Stalwart Pro UV-C units can be used to disinfect the surfaces and air in rooms, offices, courtrooms, vans, rest rooms, ambulances, jail facilities, and various areas.

3 year warranty.

Aeromaxe - Induction Air Disinfection for Large Spaces



Kills aerosolized disease causing pathogens in 2000 square feet area to 99.91% in 30 minutes

Viruses, Bacteria, Mold

Eliminates Odors and VOCs

Easy to operate and maintain

Solid. Stainless steel.

Mobile for use in various rooms, or for public or offsite meetings

3 year warranty



One-Stop Destination for Smart Disinfection & Detection Solutions



Contactless Disinfection Systems that destroy disease-causing pathogens



Disinfection Solutions with UVC technology that kills 99.9% of germs



Detection Solutions with Thermal Imaging that detects visitors with elevated temperatures

AXENIC-UV IS A LEADING AMERICAN DISINFECTION SOLUTIONS PROVIDER

We are the home to a comprehensive range of Disinfection and Fever Detection Solutions. Our contactless pathogen prevention solutions use innovative and proven technologies for surface disinfection, air sterilization and elevated temperature detection.

Our exhaustive range includes UVC Germicidal lamps, UVC Light Sterilizers, UVC Bars, UVC Mobile Sterilizers, Intelligent UVC, Spray Disinfection robots, Microwave Ultraviolet Sterilizers, Induction Air Sterilizers and Door Frame Thermal Imaging Devices.

With constant innovation, we aim to leverage the advancing possibilities of the latest Germicidal Technologies and lead the industry in eradicating harmful pathogens – ensuring safer and disease-free environments at all times.

A COMPANY WITH A PURPOSE

Our purpose is to unlock the extraordinary potential of UVC based disinfection systems for a disease-free world, that doesn't have to come to a grinding halt.

We aim to achieve this through groundbreaking innovations, a passion for clean and germ-free environments and the desire to transform people's lives.



BACKED UP BY A BIG SHOT

Axenic-UV enjoys the strong support of the IKIO Group. With over 3 decades of experience in innovation and manufacturing, the company has been growing in repute as a leader in the LED lighting industry with its steady track record in innovation and grand investments in R&D. This influential support assures that Axenic-UV is always at the forefront of technological developments and industry-relevant solutions that take the future of disinfection technology to the next level.

LED Indy and AXENIC-UV Difference

LED Indy, IKIO LED Lighting, and AXENIC-UV are all **Indiana based companies**.



5855 W. 74th Street, Indianapolis, IN 46268



8470 Allison Pointe Blvd #128, Indianapolis, IN 46250



8470 Allison Pointe Blvd #128, Indianapolis, IN 46250

LED Indy – *We follow up and Follow Through*. Our main aim is to make our clients successful, and safe.

LED Indy and AXENIC-UV Support Team

John Melind

Vice President of Operations, LED Indy

john@ledindy.com

317-417-0823

Ekam Singh

CEO AXENIC-UV and IKIO LED Lighting

esingh@ikioledlighting.com

844-533-4546

Bill Melind

Account Manager, LED Indy

bill@ledindy.com

317-432-4360

Chris Tomalewski

Senior Sales Manager, AXENIC-UV

ctomalewski@ikiolighting.com

317-752-6915

Customer Service:

AXENIC-UV telephone technical support 24 x 7 833-329-3652

AXENIC-UV technical support email info@axenic.com

AXENIC-UV technical support live chat <https://axenic-uv.com/contact#>

Hover LED UV Disinfection solution

Benefits to Monroe County

Health, Safety and Financial

- Improved safety of employees and the public

- Improved employee productivity due to reduced sick time

- Addresses more than COVID (Flu, Measles, Tuberculosis, other pathogens.)

- Eliminates VOCs, mVOCs, mycotoxins, Mold – which can cause health issues

- Solution already in place for any new pathogens down the road.

- Reduced healthcare expense for emergency room or hospital

- No facilities maintenance expense

- 3 year warranty

Responsiveness – LED Indy and Axenic-UV are Indiana companies focused on our customers success.

Quote



5855 W 74th St
Indianapolis, IN 46278
Phone: (317) 432-4360
Alt Phone: (317) 797-4100
Bill@ledindy.com

Quote

Date 09/23/20
Invoice # BM092220

For: Monroe County Axenic-UV Disinfection solutions

Quantity ▼	Description ▼	Unit price ▼	Amount ▼
114	Axenic-UV HOVER LED UV Disinfection solutions	\$1,250.00	\$142,500.00
4	Stalwart Pro mobile UVC Disinfection solution	\$4,231.00	\$16,924.00
3	Aeromaxe Air Disinfection	\$13,721.00	\$41,163.00
1	Labor and Installation for HOVERS		\$29,014.00
Subtotal			\$229,601.00

Special discount for Hovers over quantity of 25 \$100 each

\$8,900.00

Terms:

*Payment terms in Contract
*Delivery & Lead time: 5 to 8 weeks after receipt of order
Warranty Information: Initial 36 months of warranty are included with the purchase on Hover, Stalwart Pro and Aeromaxe.
Quote valid through October 20, 2020

Tax	none
Shipping	included
Total	\$220,701.00

Appendix

Monroe County UV air and surface disinfection locations reviewed as high risk

	Hover	Aeromaxe	Stalwart Pro Mobile unit
Showers Building			
Parks and Recreation			
100A conference room	1		
100B conference room	1		
Animal Control			
Public Defender Conf Rm			
106J	1		
Public Defender Conf Rm 106D	1		
201 Health Department			
216 Highway Department			
220 Bldg Dept Conf Room	1		
220 Bldg Dept	1		
211 General Conf room	1		
TSD Warehouse			
Adult Protective Services			
Planning Dept Conf room	1		
YSB			
YSB Monitoring	0		
YSB Dining Recreation room		1	
YSB Gym			1
YSB 2 visitor rooms	2		
YSB bunkrooms 8	8		
YSB Rear entrance area	1		
YSB Conf Rm 110	1		
YSB Conf Rm 112	1		
YSB bunkroom bathrooms 2	0		
YSB classroom	4		
Justice Building			
103 Squad Room	1		
Detectives Area			
Sheriff's 2nd office area	1		
Sheriff's Conf room	1		
Detective Interview rms 2	2		

Sheriff Training Room	2
Sheriff Kirstie Kelsey Rm	1

301 Courtroom	3
307 Courtroom	2
309 Courtroom	2
311 Courtroom	3
313 Courtroom	3
Court Admin area	1
Clerk's office	5
Clerks extension	1
Court 204	3
Court 205	3
Court 213	3
Court 212	3
Court 209	1
Court 211	3
Clerks Conf Room	1

Curry Building

Commissioner's Court	2
Courtroom Waiting area	3
Conference room B&C	2
Room 100 office used for meetings	1
Room 110 Child Services	2
Room 110 Child Services entry	
Curry Atrium	1

Johnson Hardware Building

Voter Registration	3
Community Corrections Entry	3
Rm 18 Comm corrections conf room	1
Rm 1 Comm corrections field staff	1

Courthouse

Rm 112 Maintenance office	1
Rm 122 Recorder's office	5
Rm 220 Legal	1
Rm 215 Legal Conf room	1
Large office used as conf room	1
Auditor area	3
Treasury area	5
Rm 306 County Council Boardroom	0
County Council large meeting room	1

1

HR dir office used for meetings	1		
Large 2 story commissioner mtg room		1	
rm 322 meeting room	1		
Angie's offices/meeting room	1		
Courthouse restrooms	0		
Crisis Diversion Center			1
Stride Conf room	1		
Nurse's office	1		
Flex Office	1		
Recreation room		1	
New Health Building	1		1
Totals	114	3	4

Hover

Aeromaxe

Stalwart Pro

Air Disinfection

Air Disinfection

UV Surface and Air
Disinfection

HOVER LED UV Disinfection System

Overview: In an office, conference room, customer service counter, or lobby area where you have high people density, HOVER continuously disinfects the air. UVA light in the unit shines on a Silver/Titanium Dioxide nano matrix which releases hydroxyl radicals which kill viruses and bacteria. Any viruses / bacteria / mold spores which hit the electrified matrix are also killed on contact. The Hover then expels clean air and a small amount carbon dioxide water vapor.

The process killing the viruses and bacteria is called Photo Catalytic Oxidation (PCO). The technology has existed for over 20 years. Based originally with titanium dioxide and UV light, the Hover uses silver “doped” titanium dioxide increasing its efficacy by 5 times.

Since 2009 NASA has used the technology on Space Shuttle and the International Space Station. In 2014 silver doping and the development of nanotubes has increased effectiveness by 5-6 times.

VOCs: The Hover also eliminates VOCs (Volatile Organic Compounds)

Reduce possibility of Sick Building Syndrome - From indoor sources: The most common contaminant of indoor air includes the volatile organic compounds (VOC). The main sources of VOC are adhesives, upholstery, carpeting, copy machines, manufactured wood products, pesticides, cleaning agents, etc. Environmental tobacco smoke, respirable particulate matter, synthetic fragrances in personal care products or in cleaning and maintenance products also contribute to the contamination. Depending on the particular VOC, the Hover will reduce air concentration between 20% and 80%.

Mold: The Hover will also kill mold, mVOCs released by mold, and mycotoxins released from mold.

Other Aerosolized pathogens beyond Covid-19/SARS-CoV2. Hover will kill all of these.

SARS – the original SARS from 2003

MERS (Middle East Respiratory Syndrome) – which emerged in 2012

Chickenpox, Measles, Tuberculosis, Smallpox

Influenza

Legionella (Legionnaire’s Disease)

MRSA

Future pathogens

Hover - Simple to use

Install at the ceiling

Link the HOVER to main light switch in the room.

Turn on the lights. Hover disinfects continuously.

Features

- 99.99% of viruses are eliminated in 20 minutes
- Silent fan operates at 25db equivalent to a whisper

Stalwart Pro UV-C Surface and Air Disinfection Solution

Improved Productivity and Effectiveness for Disinfection

With the variety of spaces to be disinfected, the team at the Monroe County can set a plan for a whole building that leaves personnel free to complete other tasks during the disinfection process. Four Stalwart Pros are currently in use at the Monroe County Jail. Other Indiana Counties have them in use. Vans or Ambulances can also be disinfected

Multiple hospital studies have shown that with trained cleaning/disinfecting crews, 27% to 40% of surfaces still have pathogens after disinfection with liquid cleaners/disinfectants.

Examples for Stalwart Pro

40foot by 40 foot room 99.9% disinfected in 2 hours. With one Stalwart Pro.

20foot by 20 foot room 99.9% disinfected in 1 hour. With one Stalwart Pro

12ft by 8 foot room 99.9% disinfected in 15 minutes. With one Stalwart Pro

Advantages of Mobility

Based on their daily plan, the team managing disinfection can easily move the lightweight Stalwart Pro on its built in wheels, down the hall, up an elevator, to a parking garage to handle disinfection of a Vehicle, or transport to another building.

Light weight, and compact size allow it to be moved easily with any amount of foot traffic in the building by one person. Enclosed case protects Stalwart Pro and makes it very easy to store.

Ease of Use

Turn it on.

Close the door. UVC does not penetrate glass, Plexiglas or Lexan.

Do something else while the Stalwart Pro does its job.

Timer automatically shuts Stalwart Pro off.

Motion detection will automatically turn off Stalwart Pro if you walk into the area while in operation.

Beyond Covid - Stalwart Pro UVC can protect against...

Targets for other pathogens:

CDC suggests:

Hepatitis B can survive outside the body for at least 7 days. Typically only contraction from a surface s through sharing of personal items – toothbrushes, razors, syringes... that have microscopic amounts of blood on them.

Hepatitis C can survive, at room temperature for up to 3 weeks. (but typically 16 hours to 4 days)

HIV cannot survive outside the body

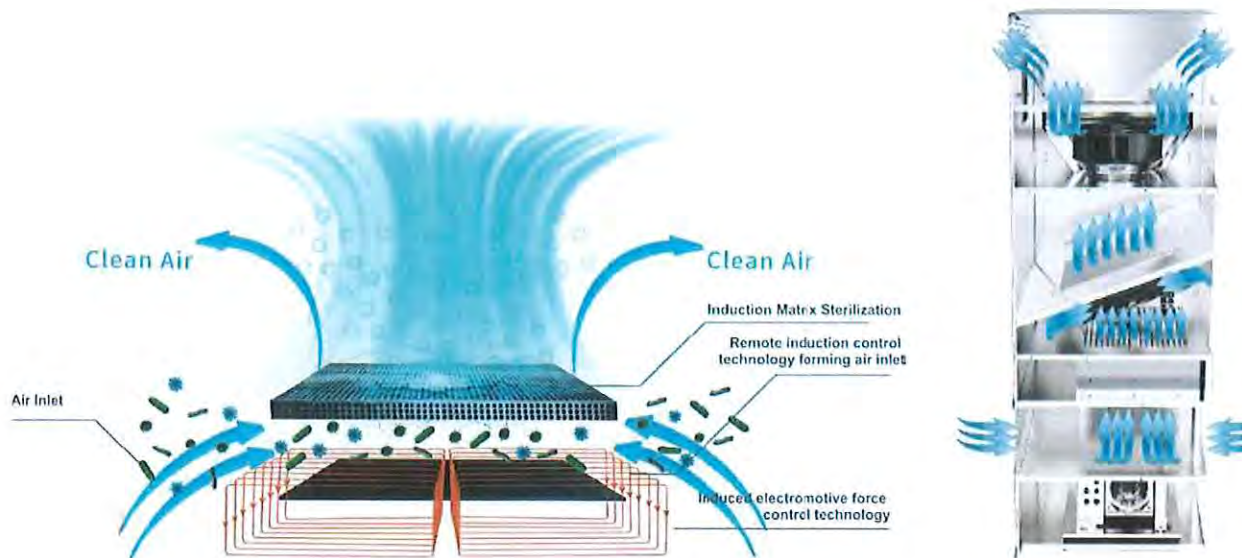
MRSA and Other Staph– can survive on some surfaces like, towels, razors, furniture and athletic equipment for hours, days or even weeks.

Varicella – Zostervirus - primarily transmitted via direct contact, droplet or airborne spread or indirectly via surfaces. DNA has persisted for 4 to 7 days on surfaces.

Influenza A – can survive on hard surfaces for 24 to 48 hours.

AEROMAXE Air Disinfection for Public Spaces

Large spaces, that are also crowded spaces or spaces with personnel close for long periods of time are the environment for Aeromaxe.



Protecting an area of 2000 square feet up to 99.91% disinfection in 30 minutes, the Aeromaxe is backed by three major patents. Matrix sterilization technology, remote induction control technology and induced electromotive force control technology.

When viruses, bacteria, mold, or VOCs /mVOCs / odor pass through the matrix, Aeromaxe creates a micro-explosion killing the microbes or breaking down VOCs to carbon dioxide and water vapor. This allows you to protect employees and the public in real time. Being eliminated, you've cut off the transmission path immediately, in the room.

Sterilized air will be supplied to the "breathing zone" at first – four feet. The design of the technology, aerodynamic design, and the ebmpapst large volume high-performance fan from Germany allow the Aeromaxe to protect such a large area.

Being mobile, on four industrial wheels, you can move the Aeromaxe between locations.

Simple operation.

Stainless Steel and Aluminum pre filters are cleanable with water at 6 months if you are running the Aereomaxe 14 hours per day.

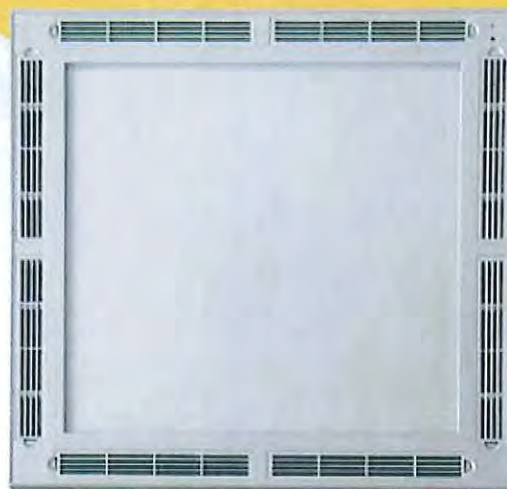


UV LIGHT DISINFECTION SYSTEMS

HOVER

LED UV DISINFECTION PANEL LIGHT

Who could have thought that there would be an LED Panel Light with antiseptic and antiviral nanomaterial/s? With Axenic-UV it is possible now. HOVER, our new LED Panel Light comes with a Centrifugal Industrial Fan that cleanses the air of bacteria and pathogens. Its silver ions that are widely used in disinfection and sterilization processes, react with hydrogen sulfide ions in bacteria and damage their DNA along with their protein structure, thus inhibiting their reproduction. The material surface with electric charge pulls membranes of bacteria, ruptures them and brings the deadly bacteria to death.



PRODUCT FEATURES

- Air Circulation Purification
- Damages pathogens DNA & protein structure
- Inhibits reproduction of bacteria
- Reduces floating particles in the air
- Eliminates the TVOC concentration in the air
- Saves installation space
- High-tech optical design
- Widely used for ambient lighting application

APPLICATION AREAS

- Offices
- Hospitals
- Factories
- Laboratories
- Shopping Malls
- Restaurants
- Schools

PRODUCT SPECIFICATIONS

PARAMETERS

Rated Power

Coverage Area

Dimension

Weight

Operating Temperature

Disinfection Time

Radiant Flux

Wavelength

Rated Voltage

Power Factor

Operating Hours

Life to L80

INDEX

44 W

45 Cubic meter/hour

600.92 X 600.92 X 172.2 (MM)

15 KG

Ambient operating temperature: -20°C to 50°C

99.99%* Pathogens are eliminated in 20 minutes

130 lm/w

275 nm

120 V

> 0.95

Over 50,000 hrs

L70 >100,000 hours @ 25°C

*Subject to other factors

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AIR STERILIZATION SYSTEMS

AEROMAXE

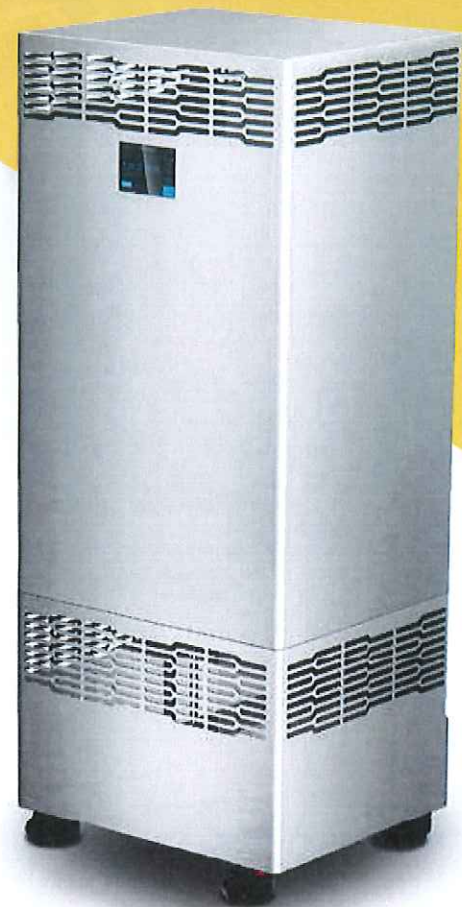
INDUCTION AIR STERILIZER

The Aeromaxe Air Sterilizer is a disinfection system that is designed to operate in the presence of human beings unlike most UVC based systems. It makes use of state-of-the-art patented electromagnetic Induction Technology to sterilize air. Its mode of operation completely negates the inefficiencies that lags most of the filter screen based air purifiers. It features a TFT touch screen display panel which can be used to set various disinfection modes for the space.

PRODUCT FEATURES

- + Kills most disease causing pathogens like bacteria and viruses.
- + Uses patented Electromagnetic Induction Technology for disinfection.
- + Reduces the risk of irradiation from UV based disinfection systems.
- + More effective than filter screen based air purifiers.
- + Produces zero VOCs as in the case of spray disinfectants.
- + Easy to operate and maintain.

PRODUCT SPECIFICATIONS



PARAMETERS	INDEX
Power	2300 W
Voltage	110 - 220 V, 50/60 Hz
Dimension	24 x 20 x 58 in
Weight	187 lbs
Operating Temperature	5 °F and 113 °F
Air Volume	42370 ft ³ /hr
Effective Operation Area	2000 sqft
Sterilization Efficiency	89.26% in 15 minutes and 99.91% in 30 minutes
Major Function	Running Time Setup, Environment Setup, Running Mode Setup, Warning for Cleaning (Air Sterilization Purifier)
Sterilization Technology	Induction Matrix Air Sterilization Technology
Housing	High Quality Stainless steel



UV LIGHT DISINFECTION SYSTEMS

STALWART PRO

UVC DISINFECTION HIGH BAY

The Stalwart Pro is a UVC Sterilizer that is easy to operate and maintain. Its practical design offers a greater degree of versatility to its operators, enabling them to redirect the UVC rays to any direction in their space. With its powerful sensors, this potent disinfection unit reduces irradiation hazards by turning off the UVC lamp when it detects humans in its vicinity. Additionally, it features an integrated alarm that notifies occupants before the UVC lights are activated.

PRODUCT FEATURES

- + Reduced Operational Costs in comparison to legacy UV fluorescent lamps.
- + Unique design allows flexibility in its applications.
- + Integrated alarm to notify users before it turns on to avoid UVC radiation.
- + Powerful sensors that turn-off the UVC lamps when it detects humans.
- + Devoid to mercury and ozone emissions.
- + Allows pathogen free environment at the flick of a switch.
- + Silent disinfection operation without any indoor pollution.

PRODUCT SPECIFICATIONS

PARAMETERS

Power
Voltage
Power Factor
Dimension
Weight
Coverage Area
Radiant Flux
Wavelength
Spectral Wavelength
Sterilization Efficiency
Driving Current
Sterilization Technology
Housing
IP Rating
Warranty
Vertical Rotation
Horizontal Rotation
Limiting Altitude

INDEX

50 W, 100 W, 150 W, 200 W
110 - 220 V, 50/60 Hz
> 0.90
19 x 12 x 41 in
39 lbs
400 sq ft
595 - 2380 mW (UVC)
265 - 275 nm
200 - 280 nm
>99.99%
100 mA
UVC
Aluminum cooling fin
IP 20
3 Years
Y - 180°
X - 360°
60 in

