



## **MONROE COUNTY BOARD OF COMMISSIONERS' AGENDA**

**JANUARY 6, 2021**

**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 GITHENS**
- III. ELECTION OF OFFICERS**
- IV. DEPARTMENT UPDATES**
  - Health – Penny Caudill
  - Emergency Management – Allison Moore
  - Highway – Lisa Ridge
- V. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
- VI. APPROVAL OF MINUTES**
  - DECEMBER 16, 2020
- VII. APPROVAL OF CLAIMS DOCKET**
  - ACCOUNTS PAYABLE – 1.6.2021
  - PAYROLL – 12.30.2020

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<b>VIII. REPORTS</b>	
• CLERK OF CIRCUIT COURT – NOVEMBER 2020	<b>14</b>
• TREASURER – NOVEMBER 2020	<b>16</b>
• WEIGHTS & MEASURES – NOVEMBER 16 – DECEMBER 15, 2020	<b>18</b>
<b>IX. NEW BUSINESS</b>	
<b>A. MOVE TO APPROVE: PROGRAM PARTNERSHIP AGREEMENT WITH MONROE COUNTY &amp; CITY OF BLOOMINGTON HUMAN RIGHTS COMMISSIONS.</b>	<b>19</b>
<b>FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A</b>	
Executive Summary: This agreement will allow the two commissions to combine efforts and collaborate regarding community outreach, education, advocacy and promotion of human rights laws and issues, and all related activities, while maintaining their separate and distinct identities.	
<b>Margie Rice, Attorney</b>	
<b>B. MOVE TO APPROVE: RATIFICATION WITH INDIANA DEPARTMENT OF HEALTH.</b>	<b>22</b>
<b>FUND NAME: EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTION DISEASES.</b>	
<b>FUND NUMBER: 8107 AMOUNT: \$120,960</b>	
Executive Summary: The MCHD has received funds to support COVID-19 vaccination clinics. The department requests ratification of this agreement.	
<b>Penny Caudill, Health</b>	
<b>C. MOVE TO APPROVE: RATIFICATION OF THE HEALTH FOUNDATION OF GREATER INDIANAPOLIS AGREEMENT.</b>	<b>31</b>
<b>FUND NAME: SYRINGE SERVICES FUND NUMBER: 9130 AMOUNT: \$25,000</b>	
Executive Summary: The MCHD has again been awarded funding from TGHFI for the syringe service program. The 2021 award is for \$25,000. These awards are usually \$10,000 - \$15,000. The award letter arrived 12/17/2020. The MCHD is requesting ratification of the agreement.	
<b>Penny Caudill, Health</b>	
<b>D. MOVE TO APPROVE: CASSADY ELECTRIC CONTRACTORS, INC RETAINER AGREEMENT.</b>	<b>36</b>
<b>FUND NAME: FUND NUMBER: AMOUNT:</b>	
Executive Summary: The Monroe County Parks and Recreation Board approved this Retainer Agreement on 12.09.20 for electrical services in the county parks and facilities. This agreement will allow the Parks Department to quickly respond to emergencies and needed small electrical projects. Agreement runs through 12.31.2022.	
<b>John Robertson, Parks &amp; Recreation</b>	

- E. MOVE TO APPROVE: RESOLUTION 2021-03; PARKS SURPLUS PROPERTY. 40**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: The Parks and Recreation Board approved the following obsolete items as surplus: Roller, pump operated fertilizer sprayer, fertilizer tank & sprayer, and generator.  
**John Robertson, Parks & Recreation**
- F. MOVE TO APPROVE: PROPOSED CLAIMS FOR MONROE COUNTY ENTITY REIMBURSEMENT GRANT FOR COVID-19 EXPENSES. 44**  
Executive Summary: requesting approval of the claims submitted by local entities for eligible COVID-19 expenses.  
**Brianne Gregory, Financial Director**
- G. MOVE TO APPROVE: MONROE COUNTY RESTRICTED ADDRESSES POLICY. 45**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: Indiana Code 36-1-8.5-7 states, in part, "A unit that operates a public property data base Internet web site, directly or through a third party, shall establish a process to prevent a member of the general public from gaining access to the home address of a covered person by means of the public property data base Internet web site." This policy establishes that process.  
**Jeff Cockerill, Attorney**
- H. MOVE TO APPROVE: RESOLUTION 2021-01; REGARDING YSB SURPLUS PROPERTY. 52**  
**FUND NAME: N/A FUND NUMBER: N/A AMOUNT: N/A**  
Executive Summary: The Monroe County Youth Services Bureau has 17 Bed Rolls that need disposed of. These items have no resell value. This resolution will declare them as surplus and allow for their disposal.  
**Jeff Cockerill, Attorney**
- I. MOVE TO APPROVE: RESOLUTION 2021-02; REGARDING USE OF FOOD & BEVERAGE FUNDS. 54**  
**FUND NAME: FOOD & BEVERAGE TAX-COUNTY FUND NUMBER: 4932**  
**AMOUNT: BALANCE, CURRENTLY \$616,071.54**  
Executive Summary: This resolution requests the Food and Beverage Advisory Commission review the use of the County Food and Beverage fund for management and debt support for the Monroe Convention Center and the surrounding campus. The Innkeepers tax revenue has been lower than estimated due to the COVID-19 pandemic.  
**Jeff Cockerill, Attorney**
- J. MOVE TO APPROVE: RATIFICATION OF LAMBERT CONSULTING AGREEMENT. 56**  
**FUND NAME: CARES SAFETY AWARENESS (ANITICIPATED)**  
**FUND NUMBER: TO BE ESTABLISHED AMOUNT: EXPECTED \$120,000**  
Executive Summary: On November 20, a notice was sent to the BOC stating, the State of Indiana had allocated an additional \$20 Million from the State's Coronavirus Relief Fund for local governments to support public awareness, education, and compliance

with the implemented State restrictions specific to COVID-19. MCG is eligible to receive up to \$476,655.00. The use of the funds are restricted to mitigation of COVID-19 and community awareness, have to be the direct result of the public health emergency, and the expenditure was not accounted for in the 2020 budget. MCG can attest the proposed contract is specific to and the result of our public health emergency, was not accounted for in our 2020 budget, and it is specific to the education of our community.

**Angie Purdie, Commissioners' Administrator**

**K. MOVE TO APPROVE: INDOT AGREEMENT FOR PROJECT COORDINATION FOR THE SMITH PIKE/WOODYARD RD/CURRY PIKE INTERSECTION IMPROVEMENT. 59**

**FUND NAME: WESTSIDE ECONOMIC DEVELOPMENT AREA**

**FUND NUMBER: 4920 AMOUNT: \$2,608,187.80**

Executive Summary: The project originally had \$511,782.00 awarded through the MPO for federal funds. In speaking with INDOT and the project being ready for letting, INDOT was able to allocate more funding to the project. The additional amount is \$885,981.00. The project is set to let in February 2021.

**Lisa Ridge, Highway**

**L. MOVE TO APPROVE: IXOYE TRAIL & GREENWAYS ENGINEERING INC. SUPPLEMENTAL #5. 84**

**FUND NAME: CUMULATIVE CAP/ALTERNATIVE TRANSPORTION**

**FUND NUMBER: 1138 AMOUNT: \$1,500**

Executive Summary: This supplemental is for the additional Rule 5 Permit Fee processing for the Bicentennial Pathway project.

**Lisa Ridge, Highway**

**M. MOVE TO APPROVE: CHA CONSULTING, INC. SUPPLEMENTAL #2. 90**

**FUND NAME: CUMULATIVE BRIDGE FUND NUMBER: 1135 AMOUNT: \$10,800**

Executive Summary: This supplemental is to include the additional two parcels for the culvert replacement project on Lori Lane. These two parcels were omitted in supplemental #1.

**Lisa Ridge, Highway**

**N. MOVE TO APPROVE: INDOT AGREEMENT FOR COMMUNITY CROSSING MATCHING GRANT PROGRAM. 97**

**FUND NAME: MOTOR VEHICLE HIGHWAY FUND NUMBER: 1176**

**AMOUNT: \$1,233,658.40**

Executive Summary: Monroe County was awarded \$616,829.20 in the December 2020 call of the Community Crossing Matching Grant Program. This is a 50/50 split for the paving projects that were submitted. Total mileage 8.198 miles. We will advertise the bids and open them at a public meeting for the following paving projects:

- Cory Lane
- Ratliff Rd, Thomas Rd to Hartstrait Rd
- Anderson Rd, Shiloh Rd to Low Gap Rd
- Old SR 37 North, Chambers Pike to Anderson Rd

**Lisa Ridge, Highway**

- X. APPOINTMENTS
- XI. ANNOUNCEMENT
- XII. ADJOURNMENT



**MONROE COUNTY BOARD OF COMMISSIONERS'  
MEETING MINUTES SUMMARY\*  
DECEMBER 16, 2020  
10:00 am  
VIA ZOOM**

<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 THOMAS**
- III. DEPARTMENT UPDATES**
  - Health – Penny Caudill
  - Emergency Management – Allison Moore
  - Highway – Lisa Ridge
  - Veteran's Affairs – Mary Elftman
  - Washington Twp Trustee – Barb Ooley
- IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA, LIMITED TO 3 MINUTES**
  - Jim Shelton - CASA
- V. APPROVAL OF MINUTES**
  - DECEMBER 9, 2020

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

**VI. APPROVAL OF CLAIMS DOCKET**

- **ACCOUNTS PAYABLE – DECEMBER 16, 2020**
- **PAYROLL – DECEMBER 18, 2020**

Jones made motion to approve. Githens seconded.

Public comment – None.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**VII. NEW BUSINESS**

- A. MOVE TO APPROVE: (A) PUBLIC HEARING REGARDING WASHINGTON TOWNSHIP ENTERING MONROE FIRE PROTECTION DISTRICT AND (B) ORDINANCE 2020-51; MONROE FIRE PROTECTION DISTRICT ADDITION OF WASHINGTON TOWNSHIP.**

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

Thomas opened public hearing.

Public comments:

- Dustin Dillard – Monroe Fire Protection District Chief
- Barb Ooley – Washington Twp Trustee

Public comment: None

Thomas asked to close the meeting. No objections.

Thomas closed public hearing.

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

- B. MOVE TO APPROVE: ONLINE RESOURCES, INC REGARDING THE ALEXANDER MEMORIAL RESTORATION.**

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

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.



**C. MOVE TO APPROVE: DEREK MILLER CONTRACT REGARDING THE ALEXANDER MEMORIAL RESTORATION.**

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

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**D. MOVE TO APPROVE: MONROE COUNTY ENTITY REIMBURSEMENT GRANT COVID-19 EXPENSES.**

**FUND NAME: COUNTY GENERAL      FUND NUMBER: 1000**

**AMOUNT: \$143,600.98**

Jones made motion to approve. Githens seconded.

Public comment

- Jim Shelton – Bloomington Chamber of Commerce.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**E. MOVE TO APPROVE: UPDATED MONROE COUNTY PERSONNEL POLICY HANDBOOK.**

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

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**F. MOVE TO APPROVE: MOU BETWEEN PROBATION AND COMMUNITY JUSTICE MEDIATION CENTER (CJAM).**

**FUND NAME: LIT SPECIAL PURPOSE      FUND NUMBER: 1114-0273**

**AMOUNT: NOT TO EXCEED \$32,000**

Jones made motion to approve. Githens seconded.

Public comment:

- Liz Grenat - CJAM

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes



Githens – yes  
Motion carried 3-0

**G. MOVE TO APPROVE: CALENDAR YEAR 2021 DEPARTMENT OF CORRECTION COMMUNITY CORRECTIONS GRANT CONTRACT.**

<b>FUND: DRUG COURT</b>	<b>FUND NUMBER: 9147</b>	<b>AMOUNT: \$78,855.50</b>
<b>FUND: MENTAL HEALTH COURT</b>	<b>FUND NUMBER: 9149</b>	<b>AMOUNT: \$24,688.00</b>
<b>FUND: COMMUNITY CORRECTIONS</b>	<b>FUND NUMBER: 9141</b>	<b>AMOUNT: \$574,346.50</b>

Jones made motion to approve. Githens seconded.

Public comment:

- Jim Shelton – CASA, and Bloomington Chamber of Commerce.

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**H. MOVE TO APPROVE: CONTRACT BETWEEN CITY OF BLOOMINGTON AND BTCC, A SUB COMMITTEE OF YSB.**

<b>FUND NAME: DONATIONS BTCC</b>	<b>FUND NUMBER: 4111</b>	<b>AMOUNT: \$10,000</b>
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Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**I. MOVE TO APPROVE: NATIONAL CENEMEDIA HOLIDAY CAMPAIGN.**

<b>FUND NAME: SAFE PLACE</b>	<b>FUND NUMBER: 9103</b>	<b>AMOUNT: \$1,000</b>
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Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**J. MOVE TO APPROVE: JAIL COLLECTIVE BARGAINING UNIT AGREEMENT**

<b>FUND NAME: VARIOUS</b>	<b>FUND NUMBER: VARIOUS</b>	<b>AMOUNT: ESTIMATED \$80,400 OVER BUDGET.</b>
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Jones made motion to approve. Githens seconded.

Public comment

- Sam Crowe – Jail Commander

Attorney Jeff Cockerill called roll.

Thomas – yes  
Jones – yes  
Githens – yes  
Motion carried 3-0.

**K. MOVE TO APPROVE: GRANT OF EASEMENT TO DUKE ENERGY.**

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

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – no

Motion carried 2-1.

**L. MOVE TO APPROVE: RESOLUTION 2020-57 TO PROVIDE FINANCIAL SUPPORT FOR HOOSIER HILLS FOOD BANK (\$10,000) AND MOTHER HUBBARD'S CUPBOARD (\$5,500)**

**FUND NAME: COUNTY GENERAL                      FUND NUMBER: 1000                      AMOUNT: \$15,500**

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**M. MOVE TO APPROVE: ADDENDUM LANGUAGE TO MONROE COUNTY GOVERNMENT CONTINUITY OF OPERATIONS INFECTIOUS DISEASE PREPAREDNESS AND RESPONSE PLAN.**

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

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**N. MOVE TO APPROVE: REVISED INDOT AGREEMENT FOR HUNTERS CREEK ROAD PROJECT PH II & III.**

**FUND NAME: LOCAL ROAD AND STREET                      FUND NUMBER: 1169**

**AMOUNT: \$8,600,000**

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes



Jones – yes  
Githens – yes  
Motion carried 3-0.

**O. MOVE TO APPROVE: LOCMUELLER GROUP, INC AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES FOR THE BICENTENNIAL PATHWAY PROJECT.**

**FUND NAME: CUMULATIVE CAPITAL/ALTERNATIVE TRANSPORTATION**

**FUND NUMBER: 1138      AMOUNT: \$235,700**

Jones made motion to approve. Githens seconded.

Public comment - None

Attorney Jeff Cockerill called roll.

Thomas – yes

Jones – yes

Githens – yes

Motion carried 3-0.

**VIII. APPOINTMENTS**

- NONE

**IX. ANNOUNCEMENTS**

- All Monroe County Government offices will be closed December 24, 25 and 31, 2020 and January 1, 2021 for the holidays
- Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information and the application.
- Monroe County Commissioners are sponsoring a **BLOOD DRIVE**, on the following dates:
  - **Monday, December 21**
  - **Wednesday, December 23, 2pm-7pm\***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](http://www.redcross.org)
- Commissioners' Meeting will remain on Zoom through January 2021.
- 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.

- 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](http://www.co.monroe.in.us)
- 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	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>

- The next Commissioners' Meeting: Wednesday, January 6, 2021 at 10am via Zoom.

## X. ADJOURNMENT

The minute's summary of the December 16, 2020 Board of Commissioners' meeting were approved on, January 6, 2021.

Monroe County Commissioners

Ayes:

Nays:

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor

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

**MONTHLY REPORT - CLERK OF THE CIRCUIT COURT**  
Required by IC 33-17-2-8

**FILED**

JAN 24 2021

*Catherine Smith*

**MONTHLY REPORT NOVEMBER 2020**

**Charges:**

1	Fees payable to the State	\$	398,786.97	Agg. Monroe County, Indiana
	JC - Reimbursements	\$	-	
	FSSA Support			
2	Fees payable to the county	\$	65,058.84	
3	Bank Discrepancy	\$	16,854.76	
4	Trust Funds (Bonds/Other)	\$	1,721,407.20	
5	Trust, Refunds	\$	1,542.48	
6	Trust, Judgment Collections	\$	23,848.45	
	ISETS Child Support Collections	\$	9,961.79	
	Interest-bearing Accounts Payables	\$	74,013.42	
	Cash on Hand	\$	1,500.00	
7	Total Charges	\$	<u>2,312,973.31</u>	

**Credits**

8	Certificate of deposit			
9	Certificate of deposit			
10	Certificate of deposit			
11	Monroe County Bank Account	\$	2,227,498.10	
	Monroe Bank Account - Ledger			
	Old Judgment Collections			
	ISETS Child Support	\$	9,961.79	
	Interest-Bearing Saving Account	\$	74,013.42	
12	Subtotal: Daily Balance Record (Lines 8-11)			
13	ISETS Monthly Clerk's Support Record	\$	-	
14	Total Depository Balances as shown by Records	\$	<u>2,311,473.31</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>2,312,973.31</u>	\$ <u>2,312,973.31</u>

21	Balance in All Depositories	\$	2,646,503.67	
22	Deduct: Outstanding Checks	\$	(373,285.39)	



23	Net Depository Balance		
24	Deposits in Transit	\$	27,164.32
25	Bank Fees	\$	120.00
26	Interest		
27	Miscellaneous Adjustments (explain fully)	\$	9,777.71
28	Participant recoupments	\$	1,130.00
29	Agency recoupments	\$	63.00
30	Balance in all Depositories (line 14)	\$	2,311,473.31
31	PROOF	\$	2,311,473.31

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.

(SEAL) Yvette Lynn Browne  
Clerk, Monroe Circuit Court

SETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	17,113.91
Credit Card deposited in Bank	-3,888.00
ACH ST of IN Payables	-2,949.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	-360.00
Other Adjustments	
Total Misc Adjustments	9,777.71

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

## COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending

November

2020 MONROE COUNTY

## CHARGES:

1 Total Taxes Collected (Not Receipted to Ledger or Refunded).....	\$ 74,511,224.51
2 Advance Collection of Taxes.....	0.00
3 Bank, Building and Loan and Credit Union.....	0.00
4 Barrett Law Collections.....	0.00
5 Cash Change Fund.....	1,000.00
6 Conservancy District Collections.....	0.00
7 Demand Fees.....	0.00
8 Advance Tax Draws (neg).....	(3,937,719.15)
9 Drainage Assessments.....	0.00
10 Excess Tax Collections.....	0.00
11 Gross Income Tax on Real Estate.....	0.00
Wheel & Surtax.....	319,169.00
12 Vehicle license Excise Tax.....	6,128,954.64
13 Sewage Collections.....	0.00
14 Tax Sale Costs.....	0.00
15 Aircraft License Excise Tax.....	978.23
16 Auto Rental Excise Tax.....	303,311.16
17 Watercraft Title and Registration Fees (Boat Excise Tax).....	162,009.85
18 Lotto Excise Tax Cut.....	1,864,310.63
19 Heavy Equipment Rental.....	245,439.78
20.....	
21 Total Balances of all Ledger Accounts - Cash.....	77,916,086.71
22 Total Balances of all Ledger Accounts - Investments.....	0.00
23 Total Charges.....	\$ 157,514,765.36

## CREDITS:

24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side).....	\$ 136,874,941.45
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41.....	\$ 20,638,823.91
26 Total Cash on Hand at Close of Month:	
Currency.....	\$ 900.00
Coins.....	100.00
Checks, Money Orders, etc.....	0.00
Total.....	\$ 1,000.00
27.....	
28.....	
29.....	
30 Total.....	\$ 157,514,765.36
31 Cash Short (add).....	0.00
32 Cash Long (Deduct).....	0.00
33 Proof.....	\$ 157,514,765.36 \$ 157,514,765.36
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above).....	\$ 136,874,941.45
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side).....	(1,539,994.61)
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side).....	\$ 142,384,042.38
37 Deposits in Transit (Detail on Reverse Side).....	(3,969,106.32)
38 Proof.....	\$ 142,384,042.38 \$ 142,384,042.38

## ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(a) Cash Change Fund Advanced by County.....	\$ 1,000.00
(b) Receipts Deposited in Depositories.....	
(c) Uncollected Items on Hand (List on Reverse Side).....	
(d) Total (Must Agree With Line 26 Above).....	\$ 1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 15th day of December 2020

*Jessica McEllon*  
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.

Original (White) --To be filed with County Auditor for Board of Finance.

Duplicate (Blue) --To be filed with County Auditor for Board of Commissioners.

Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.

Quadruplicate (Canary) --To be retained by County Treasurer.

FILED

DEC 10 2020

*Catherine Smith*  
Auditor Monroe County, Indiana

COUNTY TREASURERS

Required by IC 36-2-10-16  
and IC 5-13

MONROE COUNTY  
Month ending  
**November 30, 2020**

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH  
deposits+outstanding+BB balance=CB bal come back to cashbook balance

Nov-20

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balance Cash & Depositories
001 - FFB Operating 1242	\$24,614,591.39	(\$3,952,144.84)	(\$1,538,682.21)	\$19,123,764.34
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$1,312.40)	(\$1,312.40)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PERF 5596	\$0.00	\$0.00	\$0.00	\$0.00
005 - FFB Credit Card 5324	\$112,910.80	(\$17,841.00)	\$0.00	\$112,892.96
006 - FFB General 5535	\$110,471,724.49	(\$16,740.78)	\$0.00	\$110,454,983.71
013 - German American 3108	\$29,527.01	(\$3,341.00)	\$0.00	\$29,523.67
014 - TI TRECOS 0001	\$2,024,293.57	(\$155.45)	\$0.00	\$2,024,138.12
016 - Redev-80-0306-02-9	\$0.00	\$0.00	\$0.00	\$0.00
027-ONB MC 20 Cap 80-0424-04-6	\$5,130,995.12	(\$44.07)	\$0.00	\$5,130,951.05
<b>Depository Totals</b>	<b>\$142,384,042.88</b>	<b>(\$3,969,106.32)</b>	<b>(\$1,538,994.61)</b>	<b>\$136,874,941.45</b>
007 - MS7203004 road & street	\$2,150,878.96	(\$52.89)	\$0.00	\$2,150,826.07
008 - MS7203017 cum bridge	\$3,227,975.43	(\$79.37)	\$0.00	\$3,227,896.06
009 - MS7202940 aviation gen	\$192,715.80	(\$4.73)	\$0.00	\$192,711.07
010 - MS7202979 aviation constr	\$427,843.01	(\$10.52)	\$0.00	\$427,832.49
011 - MS7202924 aviation building	\$640,903.92	(\$15.76)	\$0.00	\$640,888.16
012 - MS7202963 property re-assesmt	\$526,237.74	(\$12.94)	\$0.00	\$526,224.80
017 - Redev-80-0267-02-3	\$57,584.20	(\$0.49)	\$0.00	\$57,583.71
018 - Redev-80-0267-01-5	\$304.24	\$0.00	\$0.00	\$304.24
019 - Redev-80-0306-01-1	\$433.48	\$0.00	\$0.00	\$433.48
020 - Redev com 80-0306-03-7	\$297,329.92	(\$2.53)	\$0.00	\$297,327.39
021 - Bank of New York Mellon/Holdings	\$10,137,934.52	(\$37,548.87)	\$0.00	\$10,100,385.65
022-ONB MC18 Bond Int 80-0386-01-3	\$43.91	\$0.00	\$0.00	\$43.91
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00
025-ONB MC 20 P&I 80-0424-01-2	\$22.25	\$0.00	\$0.00	\$22.25
026-ONB MC 20 Debt 80-0424-03-8	\$516,349.02	(\$4.39)	\$0.00	\$516,344.63
028-FFB COD 1740030729	\$2,500,000.00	\$0.00	\$0.00	\$2,500,000.00
<b>Investment Totals</b>	<b>\$20,676,556.40</b>	<b>(\$37,732.49)</b>	<b>\$0.00</b>	<b>\$20,638,823.91</b>
<b>Totals</b>	<b>\$163,060,598.78</b>	<b>(\$4,006,838.81)</b>	<b>(\$1,539,994.61)</b>	<b>\$157,513,765.36</b>
* Interest				
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				
<b>Warrants &amp; Deposits in Transit</b>				<b>\$5,546,833.42</b>

ADVANCE CKS FOR SETTLEMENT

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount
Total						



WEIGHTS AND MEASURES MONTHLY REPORT  
State Form 44196 (R2/10-99)



Inspector: Scott A Sowder

Jurisdiction: Monroe

Indiana Division of Weights & Measures  
Shadeland Ave., Ste D3, Indianapolis, Indiana 461  
Office: (317) 356-7078 \* Fax: (317) 351-2878  
[www.in.gov](http://www.in.gov)

Date: 16-Nov to 15-Dec 2020

NARRATIVE  
(Explain Miscellaneous Tests and Activities)

This year has been different to say the least. Even with no inspections being completed from March 17th through May 15th, I was still able to complete approximately 230 inspections in the last 12 months. With all of this hard work I still have about 15 stops left for the year. Due to the changing weather and state recommendations I will be postponing most of these until 2021. I should be able to work these in as weather allows and directives are lifted.

The State Director of Weights & Measures has issued a directive for the county inspectors to avoid high traffic indoor locations. He is recommending working more on spot checks, and complaint response. This is to limit our amount of time inside indoor locations to help lessen our chances of contracting the COVID virus. Basically he is saying if you can get in and out of a location, then postpone it. Unfortunately I haven't been able to do any package checking this month due to these restrictions.

I have been keeping myself busy this month by getting settled into the new office. I spent the better part of a week straddling inspection reports dating as far back as 1992. The network is finally in place and all we are waiting on now is phones. My work phone is normally forwarded to my cell phone so this hasn't been much of an issue.

As weather allows, I will be doing some LP Cylinder and bagged ice inspections in the next month. These are both commodities that can be inspected outside which limits my exposure.

I will most likely be taking the 3 days off between Christmas weekend and the New Year's holiday. This way I can be well rested and ready to get things back on track in the New Year.

DEC 23 2020

FILED

*Christine Smith*  
Auditor Monroe County, Indiana

INSPECTION ACTIVITIES	STATISTICAL			TOTAL
	Correct	Rejected	Confiscated	
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Domestic Scales	9	2		11
Hopper Scales				
Computing Scales	16	3		19
Suspension Scales				
Prescription Scales				
Grain Scales				
Non-Commercial Scales	1	1		2
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	57	10		67
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Oxide samples				
Measurements				
Misc. Determinations	83	2		2
GRAND TOTAL	83	18		101

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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*

Program Partnership Agreement between the  
Monroe County & City of Bloomington Human  
Rights Commissions

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name:

Fund Number:

Amount:

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

Executive Summary:

This Program Partnership Agreement between the Monroe County Human Rights Commission and the City of Bloomington Human Rights Commission will allow the two Commissions to combine efforts and collaborate regarding community outreach, education, advocacy and promotion of human rights laws and issues, and all related activities, while maintaining their separate and distinct identities.

Person Presenting: Margie Rice & Kathleen Sideli

Department: Legal

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

Attorney who reviewed: Margie Rice

Submitted by: Margie Rice

Date: December 17, 2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## **Program Partnership Agreement between the Monroe County Human Rights Commission and the City of Bloomington Human Rights Commission**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Monroe County Board of Commissioners ("Commissioners"), on behalf of the Monroe County Human Rights Commission ("County HRC") and the Mayor of the City of Bloomington ("Mayor"), on behalf of the City of Bloomington Human Rights Commission ("City HRC").

**WHEREAS**, both the City of Bloomington and Monroe County have Human Rights Commissions and have enacted Human Rights Codes, which have substantially been made to be similar in nature; and,

**WHEREAS**, the Commissioners and the Mayor, along with the respective Human Rights Commissions, wish to maintain separate HRCs to serve their constituents, but wish to collaborate and combine efforts to provide education, advocacy, and promotion of human rights laws and issues throughout Monroe County and the City of Bloomington; and,

**WHEREAS**, the Commissioners and Mayor believe collaboration is vital when it comes to protecting and promoting individual and collective human rights.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to allow the County HRC and the City HRC to combine efforts and collaborate regarding community outreach, education, advocacy and promotion of human rights laws and issues, and all related activities, while maintaining their separate and distinct identities. This would specifically include the authority to develop a common intake form. This intentionally, broad language is meant to allow the County HRC and the City HRC room to serve the public creatively in the above-stated areas, subject to any legally-required approvals by the County or City executive, legislative, or fiscal branches of government.

### **2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from the time of execution until such time as one party provides thirty (30) days, advance written notice to terminate.

### **3.0 Notice and Agreement Representatives:**

Notice regarding any significant concerns or issues of non-compliance shall be given to the County and City Legal Departments:

**Monroe County Legal Dept.**  
100 W. Kirkwood Ave, Room 220  
Bloomington, IN 47404  
812-349-2525

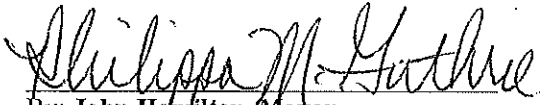
**City of Bloomington Legal Dept.**  
401 N. Morton, Suite 220  
Bloomington, IN 47404  
812-349-3426



**4.0 Release and Hold Harmless Agreement:**

Monroe County and the City of Bloomington, including their representatives, agents, and assigns, hereby agree to release, hold harmless, and indemnify each other, including any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by negligence.

**IN WITNESS WHEREOF**, the Monroe County Board of Commissioners and the Mayor of the City of Bloomington have executed this Agreement as dated below, which shall be accepted if executed in two (2) counterparts, each of which shall be deemed an original.

  
By: John Hamilton, Mayor  
City of Bloomington

Date \_\_\_\_\_

**APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

**ATTEST:**

\_\_\_\_\_  
Catherine Smith, Auditor

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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*

Ratification of agreement with the Indiana Department of Health

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: Department of Health and Human Services

Federal Program: Epidemiology and Laboratory Capacity

CFDA # 93.323

Federal Award Number and Year: January 1, 2021 - June 30

*Or other identifying number*

Pass Through Entity Indiana Department of Health

### Amount Received

Federal: 120,960

State:

Local Match:

Total Received: 120,960.00

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

Fund Name: Epi Lab Capacity for Infectious Diseases IM

Fund Number 8107

Amount: 120,960.00

**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 MCHD has received funds to support COVID-19 vaccination clinics. The department requests ratification of this agreement.

Person Presenting: Penny Caudill

Department: Health

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

Submitted by: Penny Caudill

Date: 12/30/2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**AMENDMENT #1**  
**CONTRACT #000000000000000000045129**

This is an Amendment to the Grant Agreement (the "Grant Agreement ") entered into by and between the Indiana Department of Health (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee ") approved by the last State signatory on October 14, 2020.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The end date of the Grant Agreement does not change, it shall terminate on June 30, 2021.
2. This amendment adds **\$120,960.00** in additional consideration and duties to assist with the administration of COVID-19 vaccinations. See Attachments **A-1** and **B-1** attached hereto, made a part hereof and incorporated herein by reference as a part of this Grant Agreement. Total remuneration under the Grant Agreement is not to exceed **\$320,960.00**.
3. Clause **24. Federal and State Third-Party Contract Provisions** is amended to read:  
If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Attachment C-1** and incorporated fully herein.

**All matters set forth in the original Grant Agreement and not affected by this Amendment shall remain in full force and effect.**

### Non-Collusion and 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 Agreement, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCT S.GBL](https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL)

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

MONROE COUNTY  
HEALTH DEPARTMENT  
By:   
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 12/29/2020 | 15:31 EST

Indiana Department of Health

By:   
FD195E4E7AF9428...

Title: ISDH Chief of Staff

Date: 12/29/2020 | 15:39 EST

Electronically Approved by: Department of Administration  By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Curtis T. Hill Jr., Attorney General



## **ATTACHMENT A-1**

**January 1, 2021 - June 30, 2021**

**GRANT INFO: Epidemiology and Laboratory Capacity for Infection Diseases CFDA #93.323 & Immunization and Vaccines for Children CFDA #93-268**

### **INTRODUCTION**

The Indiana Department of Health's (IDOH) Division of Emergency Preparedness (DEP) and Division of Immunizations are responsible for administering the COVID-19 Vaccine Immunizations Grant received from the Centers for Disease Control and Prevention (CDC) to support COVID-19 Vaccine Distribution and Administration to all Hoosiers who are eligible to receive. The Local Health Departments (LHD) play a critical role in administering vaccine to its jurisdictions through locally planned, staffed and operated mass vaccination clinics.

The Immunizations Division, in coordination and collaboration with the Division of Emergency Preparedness is awarding funding to LHDs in an effort to increase clinic capacity and throughput for vaccine delivery.

### **FUNDING**

Funding is deliverables-based and will be available to awardee upon completion of requirements and deliverables set for herein and below (see Deliverables). Once the deliverable is complete and submitted to IDOH, the LHD may invoice for funding as laid out in the Attachment B-1 (budget).

Although the IDOH does not restrict or limit the funding to be spent on vaccine clinic staffing, it is the primary purpose and ultimate goal of the grant should there be a local need. The LHD may use funds to pay for any staff required at the vaccine clinic site(s).

### **LOCAL VACCINE SUPPORT REQUIREMENTS**

Each LHD is responsible for providing accessible and available vaccine participation to its residents in a timely manner and as outlined by the IDOH COVID-19 vaccine allocation phased approach. The IDOH will work with LHDs on allocations and throughput needs based on population and those being served in each Phase along with state vaccine amounts available. It is imperative the public mass vaccination clinics are open and available during evening and weekend hours to accommodate those that work. In order to ensure this, the IDOH is requiring clinic availability to include the following parameters:

- Sites must operate minimum hours per week to meet the demands of community and as outlined in your vaccine plan submitted and approved by IDOH. These must coincide with your daily throughput as indicated, submitted and approved in your plans.
- Provide vaccine availability to meet your local jurisdictional after hours and weekend needs.
- Vaccination locations must be in an ADA-compliant location that is accessible to all members of the community.

IDOH will provide vaccine guidance, instructions, and vaccine administration criteria to local health departments as needed. The LHD shall use the IDOH-designated system with appropriate training and issue support. When vaccine is available to the local health departments, the IDOH will set forth an allocation strategy to outline who is eligible. Vaccine should be given to anyone that meets the allocations and determinations provided by IDOH. There shall be **no** county residency restrictions. Vaccine and any related educational materials must be provided in culturally and linguistically appropriate standards. The IDOH Office of Minority Health and your local community's minority health coalitions are available to provide assistance.

Local health departments are highly encouraged to engage local partners such as EMS (Advanced Emergency Medical Technicians, Paramedics). Funding is encouraged for providing funds to pay additional vaccinator staff at clinics such as EMS, School Nurses and others identified and available to assist. Funding may be used for general staff needs at mass vaccination clinics as well and should be prioritized based on the local need.

The local health department will complete the Phase 1B Facility Information Survey issued by IDOH on Thursday, December 3, 2020. Additionally, the LHD will provide further detail on vaccine clinic operational days and hours as requested by IDOH.

The local health department shall operate clinics as vaccine is made available by the IDOH and at a capacity and throughput that meets the local jurisdictional needs. The IDOH may decrease, withhold, or withdraw funding if the LHD is not meeting these requirements.



## ATTACHMENT B-1 BUDGET

The Indiana Department of Health is providing local health departments funding to support local COVID-19 mass vaccination clinic needs, primarily staffing to support vaccine administration. Funding is based on population tiers.

Tier	2019 Est. Population	Total \$ Support
1	≥140,000	\$120,960

### Schedule of Payments

Milestone	Billable	Amount
Startup and initiation of project	Upon execution	50%
Successful operation	35 days	25%
Continued operation and sustained throughput	90 days	25%

The IDOH may decrease, withhold, or withdraw funding if for noncompliance with grant requirements.

**Original Agreement \$200,000.00**

**Amendment -1 \$120,960.00**

**Total Consideration of this agreement not to exceed \$320,960.00**

## **Attachment C-1: Federal Funding**

Federal Agency: Department of Health and Human Services

CFDA Number: 93.268 \$26,808.14 & 93.323 \$94,151.86

Award Number: NH23IP922631 & NU50CK000503

Award Name: Immunization and Vaccines for Children & ELC Enhancing Detection

### **1) Incorporation**

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c) The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

### **2) Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

### **3) Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

### **4) Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.



## **5) Federal Information Security Management Act (FISMA)**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

## **6) Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

## **7) Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

## **8) Federal Funds Disclosure Requirements**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Immunization Cooperative Agreements from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.*

## **9) Equipment and Products**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

#### **10) Federal Funding Accountability and Transparency Act (FFATA)**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send this form in a separate e-mail.

#### **11) Federal Lobbying Requirements**

- a) The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Division of Finance.

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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*

Ratification of agreement between the Monroe County Health Department and The Health Foundation of Greater Indianapolis

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: \$25,000.00

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

Fund Name: Syringe Services Program

Fund Number 9130

Amount: \$25,000.00

**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 MCHD has again been award funding from TGHFI for the syringe service program. The 2021 award is for \$25,000. These awards are usually \$10,000 - \$15,000. The award letter arrived 12/17/2020. The MCHD is requesting ratification of the agreement.

Person Presenting: Penny Caudill

Department: Health

Attorney who reviewed: Margie Rice

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

Submitted by: Penny Caudill

Date: 12/17/2020

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

## GRANT AGREEMENT

December 16, 2020

**Grantee:**

Monroe County Health Department

**Grant Period:**

1/1/2021 through 12/31/2021

**Grant#: 21-1473**

The Health Foundation of Greater Indianapolis, Inc. has awarded your organization a grant in the amount of **\$25,000.00** payable during the grant period of 2021. This grant is to be used for the express purpose of providing support for the **Monroe County Syringe Service Program** intended for ***Continuation of Syringe Service Programming in Monroe County***, as indicated in the proposal approved by our Board of Directors on **11/18/2020**.

This grant is subject to the following conditions:

1. Your organization will use the grant funds only for the purposes described in your grant application as summarized above. **In the event that your organization cannot use the grant funds for the purposes described above, your organization must notify us immediately.** Your organization will use the grant funds only for those charitable purposes described in Section 501(c)(3) of the Internal Revenue Code. If The Health Foundation determines that any of the grant funds have been used for any purpose other than those summarized above, remain unused by your organization, or are not used in accordance with the terms and conditions of this letter, The Health Foundation may unilaterally change the terms of this grant and take such actions as The Health Foundation deems appropriate to ensure the proper use of the grant funds. These actions may include, in the sole discretion of The Health Foundation, the total revocation of the grant and the immediate return of all grant funds with appropriate interest.
2. To comply with regulations governing private foundations, the grant funds awarded must be used solely for the charitable activities consistent with your organization's tax-exempt status under the Internal Revenue Code. According to our records, your organization is classified as a public charity, publicly supported organization, governmental agency as described in Code Section 501(c)(3), 509(a)(1), 509(a)(2), 509(a)(3), 170(b)(1)(A), etc. If that is not the case, please notify us immediately.

Continued...



**Monroe County Health Department – Grant Agreement****December 16, 2020****Page 2**

3. Your organization hereby represents that none of the following individuals or entities is listed in any anti-terrorism Watch List: (1) your organization; (2) any member of the organization's governing body; (3) any officer; or (4) any employee or agent responsible for handling or distributing the grant funds. For these purposes, the "Watch List" includes those terrorist watch lists currently maintained by the United States Department of Homeland Security, the United Nations, and the European Unions. Your organization represents that it will not fund individuals or organizations listed on such Watch Lists, and that it has procedures in place to ensure that it will not directly or indirectly fund any organization or individual on such Watch Lists. Violations of these provisions are cause for immediate termination of this grant.
4. No part of the grant funds shall be used for lobbying or political activities.
5. Your organization agrees to cooperate fully and to respond promptly and completely to any inquiry concerning the grant funds, the scheduled purposes, or any other relevant inquiry pertaining to this grant including periodic site visits and records review.
  - a. Any staff changes connected to the operation or execution of this grant, including organizational leadership, must be communicated to The Health Foundation within five (5) business days.
6. Any future grants are at the sole discretion of the Grantor, and the Grantor makes no promises or commitments regarding any future funding to Grantee other than as provided for herein.
7. All publicity, without exception, must be approved by The Health Foundation's office.
8. This grant will be paid in the installments listed below:

Scheduled Date	Amount	Status
12-31-2020	\$25,000.00	Scheduled

Periodic Reports which include our grant number and detailed expenditures against the grant funds will be expected as listed below:

Scheduled Date	Type
4-15-2021	Both Narrative & Financial
7-15-2021	Both Narrative & Financial
10-15-2021	Both Narrative & Financial
1-15-2022	End-Final

Attachment Scheduled "A" provides guidelines for these reporting requirements.

Continued...

**Monroe County Health Department – Grant Agreement**

**December 16, 2020**

**Page 3**

The grant funds may not be used for any reason other than for the purposes named herein without the express written permission of The Health Foundation of Greater Indianapolis, Inc.

**Agreement to Grant Terms and Conditions:**

Please sign and return a copy of this letter as indication of your agreement.

If you have any questions regarding the grant or this letter, please do not hesitate to contact me.

Sincerely,



Jason E. Grisell, MBA  
President & CEO  
The Health Foundation of Greater Indianapolis, Inc.

Attachments

On behalf of **Monroe County Health Department**, I understand and agree to the foregoing terms and conditions of this grant from The Health Foundation of Greater Indianapolis, Inc. and hereby certify my authority to execute this agreement.

DocuSigned by:  
Signature: Penny Caudill  
05B80441743D4B1...

Title: MCHD Administrator

Printed Name: Penny Caudill

Date: 12/17/2020

## **SCHEDULE "A"**

### **PERIODIC NARRATIVE AND FINANCIAL REPORTS**

**The periodic reports, narrative and financial reports should cover at a minimum, the following items:**

- a) Completed grant reporting and/or evaluation form(s) as required by The Health Foundation or a contracted evaluation consultant as applicable;
- b) the time period covered by the grant;
- c) the Scheduled Purposes, by reference to the descriptions for which the grant funds were expended;
- d) the amount expended; and the goods or services purchased with grant funds (i.e., equipment, staff, consultants, supplies, etc.);
- e) comments on the use of the grant funds, i.e., whether the project was successful in accomplishing its objectives and, if not, the challenges encountered and possible solutions;
- f) a statement of the amount of grant funds received which were not expended during the reporting period;
- g) statement of whether the Grantee wishes to modify or expand, geographically or otherwise the Scheduled Purposes and, if so, how and when; and
- h) a verification that the detailed financial records supporting the report are on file with, and will be maintained by, the Grantee for a period of seven (7) years after the report is filed, and that any unexpended grant funds will be used for Scheduled Purposes.

**NOTE: If reports are not received by the due date or closely thereafter, all future funding will be jeopardized.**

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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*

Cassady Electrical Contractors, Inc. retainer 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:

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: Multiple Parks Funds

Fund Number: Multiple Parks Fund Number

Amount: not to exceed \$15,000

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

Executive Summary:

Possible Fund Names & Numbers:

Parks County General 1000-30006-0803 Contractual, 1000-30013-0803 Professional Services, 1000-30045-0803 Greenway Professional Services. Parks non-reverting 1178-30006 Contractual, 1178-30013 Professional Services, 1179-30006 Contractual, 1179-30013 Professional Services.

The Monroe County Parks and Recreation Board approved on 12-09-20 a retainer agreement with Cassady Electrical Contractors, Inc. for electrical services in County Parks and facilities (see exhibit A).

The Agreement will allow the Parks Department to quickly respond to emergencies and needed small electrical projects. Agreement expires 12-31-2022.

Person Presenting: John Robertson

Department: Parks & Recreation

Attorney who reviewed: Margie Rice

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

Submitted by: Kelli Witmer

Date: 12-30-20

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

# **CASSADY**

**ELECTRICAL CONTRACTORS**  
CASSADY ELECTRICAL CONTRACTORS INC.

Exhibit  
A

Mail: P.O. Box 53, Ellettsville, IN 47429 • Bus.: 5600 W State Road 46 Bloomington 47404  
Phone (812) 332-7361 • FAX (812) 650-7182  
sam.fleener@cassadyelectric.com

November 9, 2020  
501 N. Morton Street  
Suite 100  
North Showers Bldg.  
Bloomington, IN 47404

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

- Maintenance Agreement from Jan 1<sup>st</sup> 2021 through December 31<sup>st</sup> 2022 for the hourly rate of \$85.00 dollars an hour per each electrician.

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

Respectfully

Sam Fleener

Cassady Electrical Contractors Inc.

## Retainer Agreement for Professional Services

Agreement made between Cassady Electrical Contractors ("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 services pertaining to electrical projects at Monroe County Parks. The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to engage in a Retainer Agreement with Cassady Electrical Contractors. Refer to the attached price list for services, which is marked as "Exhibit A", incorporated herein, and is made a part of this Agreement.

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 December 31, 2022. 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: Mae Cassady of Cassady Electrical Contractors

Date: 12/30/20

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 Gilhens, Member

\_\_\_\_\_  
Penny Gilhens, Member

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor



## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

*Include VENDOR's Name in title if appropriate*

Surplus Resolution 2021-03

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:

The Monroe County Parks & Recreation Board approved on December 9, 2021 to surplus the following obsolete items:  
Roller, pump operated fertilizer sprayer, fertilizer tank & sprayer, and generator.

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: Kelli Witmer

Date: 12-30-20

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



**RESOLUTION 2021-03**  
**RESOLUTION CONCERNING SURPLUS PROPERTY**

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

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor

**EXHIBIT**

**A**



**Roller**

**Pump Operated  
Fertilizer Sprayer**



**Fertilizer Tank and Sprayer**



**Generator**



**Fixed Capital Asset and Inventory Retirement Form**  
This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

**STEP 1**

**Elected Official/Department Head:** Kelli Witmer **Date:** 12-16-20

**Select one:** ☐ Fixed Capital Asset (Item is reported to the State via Auditor)

**Reason for Retirement of Item:** Choose an item.  
(Auditor: This represents a liability on the County balance sheet)

☒ Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Obsolete

If 'other' or 'relocated' were selected, please explain and/or list new proposed location: Click here to enter text.

**Department:** Parks & Recreation

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck) roller, fertilizer sprayer, fertilizer tank & sprayer, generator: Surplus Resolution 2020-55

**Were Federal Funds used to purchase?** ☐ YES ☒ NO

If yes, must attach approval to dispose from the awarding agency OR Award notice stating item is exempt.

**Elected Official or Department Head Signature:** Kelli Witmer

**STEP 2**

**ITEM REMAINS ON ACTIVE INVENTORY OR ASSET LIST UNTIL COMPLETION OF STEP 4, FINAL APPROVAL AND DECLARATION FROM THE BOC AT A PUBLIC MEETING.**

**Maintenance/Technical Services Department:** Maintenance dept. **Date:** 12/17/2020

**Asset/Inventory Item value:** Click here to enter text.

**Does the value of the item exceed the cost to auction the item:** ☐ YES ☒ NO

I have reviewed the aforementioned item and agree to the proposed retirement, surplus or disposal of said item.

- **Fleet Maintenance signature:** Click here to enter text.

OR

- **Building Maintenance signature:** Jerry Appleberry

OR

- **Technical Services signature:** Click here to enter text.

☐ **PICTURE OF ITEM HAS BEEN TAKEN AND ENTERED INTO THE MANAGER+ SOFTWARE. ITEM REMAINS ON ACTIVE INVENTORY UNTIL COMPLETION OF THIS FORM.**

**STEP 3**

**Auditor (Capital Asset Only):** Signature: Alyssa Horace **Date:** 12/21/2020

**Original Reported Value:** Click here to enter text. **Depreciated Value:** Click here to enter text.

**STEP 4**

**Board of Commissioners/Legal**

Item(s) declared Surplus at Public Meeting on: \_\_\_\_\_ and may be disposed of as per County Property Disposal and Surplus Procedure and IC 5-22-22 et seq.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2021

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*

Proposed Approval of Claims for Monroe County Entity  
Reimbursement Grant for COVID-19 Expenses

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: General

Fund Number: 1000-36999-000-0069

Amount: \$90,515.67

**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:

I am requesting approval of the claims submitted by local entities for eligible COVID-19 expenses.

Person Presenting: Brianne Gregory

Department: Auditor

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

Submitted by: Brianne Gregory

Date: 12/30/2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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*

MONROE COUNTY RESTRICTED ADDRESSES  
POLICY

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

### Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: NA

Fund Number NA

Amount: NA

### Executive Summary:

Indiana Code 36-1-8.5-7 states, in part, "A unit that operates a public property data base Internet web site, directly or through a third party, shall establish a process to prevent a member of the general public from gaining access to the home address of a covered person by means of the public property data base Internet web site."

This policy establishes that process.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 12/14/20

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

# **MONROE COUNTY RESTRICTED ADDRESSES POLICY**

## **I. PURPOSE**

To establish a policy for Monroe County departments containing a process to comply with new requirements of IC 36-1-8.5, specifically related to “Covered Persons” and publically accessible property websites.

### **Scope**

This policy applies to all county-provided public property websites.

**Indiana Code 36-1-8.5 defines a covered person as:**

- (1) A Judge;**
- (2) A law enforcement officer;**
- (3) A victim of domestic violence;**
- (4) A public official**
- (5) the surviving spouse of a person described in subdivision (2), if the person was killed in the line of duty; or**
- (6) an employee of the department of child services.**

## **II. DEFINITIONS**

### **a. Judge:**

- i. A judge of the supreme court, court of appeals, tax court, circuit court, superior court, municipal court, county court, federal court, or small claims court; or
- ii. A magistrate, commissioner, or juvenile referee of a court.

### **b. Law Enforcement Officer**

- i. A police officer (including a correctional police officer), sheriff, constable, marshal, prosecuting attorney, special deputy prosecuting attorney, the securities commissioner, or the inspector general;
- ii. A deputy of any of the persons specified in subdivision (i);
- iii. An investigator for a prosecuting attorney or for the inspector general;
- iv. A conservation officer;



- v. An enforcement officer of the alcohol and tobacco commission;  
or
- vi. An enforcement officer of the securities division of the office of the secretary of state.

**c. Victim of Domestic Violence**

- i. A victim of domestic violence who is certified as a program participant in the address confidentiality program established by the attorney general under IC 5-26.5-2.

**d. Public Official:**

- i. An individual who holds or formerly held office at any time during the preceding four (4) years in the executive or legislative branch of the state or federal government or a political subdivision of the state or federal government. The actual criteria are as follows:
  - 1. A position for which the duties include performance of some sovereign power for the public's benefit;
  - 2. Are continuing;
  - 3. Are created by law instead of by contract.

**e. Public Property Database Web site:** an Internet web site that:

- i. Is available to the general public over the Internet;
- ii. Does not require registration, subscription, or the creation of a user name and password to search the web site; and
- iii. Connects a covered person's home address to the covered person's name, so that a search of the web site for the covered person name discloses the covered person's home address.

**f. Cooperative Agency**

- i. Refers to an agency such as a police department, Prosecutor's office, etc that will agree to compile and keep lists of covered individuals up to date and accurate.

Additional definitions and clarification can be found by visiting the website for the Indiana General Assembly and searching for section 36-1-8.5.

### **III. DUTY TO COMPLY**

The duty to prevent disclosure of an address as it falls under 36-1-8.5 rests upon the Monroe County Auditor's Office. The process to comply with the code is outlined below.

#### **a. Bulk Requests from Cooperative Agency (See sec. II.F above):**

- i. An annual request summary shall be sent by the agency designated administrator via the Monroe County provided electronic form. This list shall include all current covered persons.
- ii. This list shall also include those individuals that have moved from their primary residence and are therefore no longer covered by statute.
- iii. Individuals that have moved and are still covered according to statute must submit a new request and fee.

#### **b. Requests from individuals for redaction of information:**

##### **i. The process to verify validity of request is completed.**

1. Auditor's office will verify that submission is valid and requestor is covered according to 36-1-8.5. Necessary agency is contacted to verify applicability of request. Auditor's office will only restrict address upon verification with the necessary agency. Victims of domestic violence must submit proof of program participation of Attorney General address confidentiality program.

##### **ii. Process of appeal.**

1. If an application for redaction is denied by the Auditor's office, the applicant may appeal to the Board of Commissioners.

### **IV. RESULT OF CHANGES TO APPLICATIONS AND DATABASES**

**As a result of the requests, the following changes will be made to the appropriate Monroe County Information Systems or Third-Party Systems managed by Monroe County:**

- a. **GIS:** The search results for GIS will reflect the changes made to the LOW Database for those records marked as ‘Confidential’. These records will display “Information withheld in accordance with IC 36-1-8.5-4” in place of the name information. It is the intention of Monroe County to comply with the intent of the code to not make the property accessible by means of removing the link between name and parcel information.
- b. **Schneider Beacon Portal:** Once the option to suppress has been enabled for a specific parcel, it will not be returned in search results or display on the map.

## **V. FEE STRUCTURE**

- a. **Waived:** The Monroe County Commissioners, in conjunction with the Monroe County Auditor, hereby waives any fees for Restricted Access filings. No payment of fee shall be required for this service.

## **VI. IMMUNITY AND LITIGATION PROCEEDINGS (IC 36-1-8.5-12)**

A unit may not be held liable for failure to timely restrict disclosure of an address under this chapter unless the unit’s act or omission constitutes gross negligence or willful or wanton misconduct.

## **VII. REVERSAL OF PRIVACY SETTINGS (IC 36-1-8.5-9)**

The public access of removed information can only be done at the request of the original covered person. Per the code, an individual may request reinstatement of their excluded information.

Should any changes to the title of a covered parcel be made, the existing residence will be removed from the list of confidential properties. A new request will need to be made in order to have the parcel covered again.

## **VIII. CONFIDENTIALITY (IC 36-1-8.5-11)**

All requests made to the unit by a covered person are confidential.

## **IX. EXCLUDED PROPERTIES**

This policy is in effect for requestor's primary residence only per IC 36-1-8.5-7. If the requestor owns or is involved in additional properties that utilize the primary home address as the mailing address, they will be displayed. If the requestor wishes to have those addresses removed as well, the \$25 fee will apply to each submission.

## **X. AMENDMENTS**

Monroe County reserves the right to amend or revise the contents of this policy as deemed suitable. The revised policy will be available on the County website.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the  
Monroe County Board of Commissioners.

Board of Commissioners of  
Monroe County

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor of Monroe County

\_\_\_\_\_  
Penny Githens

## MONROE COUNTY RESTRICTED ADDRESSES POLICY

I, \_\_\_\_\_, fitting the definition of a "Covered Person" based on my status as (a Judge) (a Law Enforcement Officer) (a victim of domestic violence) (a public official) **circle one**, am hereby requesting that my name be removed from any public property database website currently being provided by Monroe County. I have read, understand and agree with the overall policy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Parcel #: \_\_\_\_\_

**IMPORTANT: Changes in policy may be periodically made without official notice to existing covered persons. Please review the county website periodically for potential changes.**

**Any changes in title for the covered parcel will result in the confidentiality being removed. A new request and fee must be submitted to have the confidentiality re-instated.**

----- OFFICE USE ONLY BELOW THIS LINE -----

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Received: \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ Check Number \_\_\_\_\_

Change made to: \_\_\_\_\_ LOW \_\_\_\_\_ GIS

By: \_\_\_\_\_ Date: \_\_\_\_\_



**MONROE COUNTY BOARD OF COMMISSIONERS**

Date to be heard: January 6, 2021

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 2021-01; A Resolution regarding YSB  
Surplus property

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

**Amount Received**

Federal:

State:

Local Match:

Total Received:

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

Fund Name: NA

Fund Number NA

Amount: NA

*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 Monroe County Youth Services Bureau has 17 Bed Rolls that need disposed of. These items have no resell value. This resolution will declare them as surplus and allow for their disposal.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 12/29/2020

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Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**RESOLUTION 2021- 01**  
**RESOLUTION CONCERNING SURPLUS PROPERTY**

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

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

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

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

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property, consisting of a 17 Bed Rolls shall be considered to be surplus for purposes of disposal. The items estimated value is less than the costs of placing the items for sale.
2. The property includes more than one item with an estimated value of less than five Thousand Dollars (\$5,000.00).
3. The property described in above, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
3. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this \_\_\_\_ day of January, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

\_\_\_\_\_  
Penny Githens, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor

## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: January 6, 2021

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 2021- 02; A resolution requesting the use of Food and Beverage Funds.

*All Grants must complete the following*

Is this a grant request? Yes ☐

New Grant to the County? Yes ☐

Grant Type:

Reimbursement/Drawdown ☐

Up Front Payment ☐

County IS Pass Through ☐

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

*Or other identifying number*

Pass Through Entity

### Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: Food and Beverage Tax-County

Fund Number: 4932

Amount: Balance, currently 616,071.54

### Executive Summary:

This resolution requests the Food and Beverage Advisory Commission review the use of the County Food and Beverage fund for management and debt support for the Monroe Convention Center and the surrounding campus. The Innkeepers tax revenue has been lower than estimated due to the COVID-19 pandemic.

Person Presenting: Jeff Cockerill

Department: Legal

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Jeff Cockerill

Date: 12/14/20

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Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

**RESOLUTION 2021-02**

**A Resolution of the Monroe County Board of Commissioners Requesting the Use of Food and Beverage Funds.**

WHEREAS, Indiana is facing a Public Health Emergency and experiencing pressure, uncertainty, and financial tension resulting from the outbreak of COVID-19; and,

WHEREAS, the COVID-19 Health Emergency has had a tremendous impact on the revenue streams, Innkeepers tax and Convention Center Bookings, that fund the Convention Center; and,

WHEREAS, Convention Center support is within the Statutory allowable uses for the Food and Beverage Tax; and,

WHEREAS, the Monroe County Board of Commissioners wish to request the ability to use all Food and Beverage Tax Revenue to pay Debt and Management expenses associated with the Convention Center.

NOW, THEREFORE, BE IT APPROVED AS FOLLOWS:

1. The County Commissioners request to use any and all of the County's portion of the Food and Beverage Tax to pay any and all debt and management expenses for the Convention Center.

Adopted this \_\_\_\_ day of January, 2021.

**MONROE COUNTY BOARD OF COMMISSIONERS**

**"YEAS"**

**"NAYS"**

\_\_\_\_\_  
Julie Thomas

\_\_\_\_\_  
Julie Thomas

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Penny Githens

\_\_\_\_\_  
Penny Githens

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor



## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2020

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*

Ratification of Agreement with Lambert Consulting

Vendor #

001177

*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: CARES Safety Awareness (anticipated)

Fund Number To be established

Amount: expected: \$120,000

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

### Executive Summary:

On November 20, a notice was sent to the BOC stating, the State of Indiana had allocated an additional \$20 Million from the State's Coronavirus Relief Fund for local governments to support public awareness, education, and compliance with the implemented State restrictions specific to COVID-19. MCG is eligible to receive up to \$476,655.

The use of the funds are restricted to mitigation of COVID-19 and community awareness, have to be the direct result of the public health emergency, and the expenditure was not accounted for in the 2020 budget.

MCG can attest the proposed contract is specific to and the result of our public health emergency, was not accounted for in our 2020 budget, and it is specific to the education of our community.

Person Presenting: Angie Purdie

Department: BOC

Attorney who reviewed: Jeff Cockerill

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

Submitted by: Angie

Date: 12/28/20

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)



**CONTRACT FOR: COVID-19 Enforcement and Mitigation Efforts Campaign in Monroe County**  
**CLIENT: The Monroe County Commissioners**  
**START DATE: December 31, 2020**

**PROJECT DESCRIPTION:**

Thanks for the opportunity to work on this important program. We have a game plan on how to best use that grant that will be both: (a) effective messaging; and (b) targeted to reach nearly everyone in our community.

The goal is to present all six topics that were covered in an earlier e-mail. Those were chosen because they tap almost every different demographic within our community. Those topics are as follow:

“Science Says” - Real data the effectiveness of masks and distancing. Include real-life examples and case studies (i.e. a restaurant where those nearby were infected, those distanced were not).

“All In” - Demonstrating proper mask wearing (cover the nose and mouth) and proper distancing (If I hand something to someone, is that 6 feet away? Can I get close for a few seconds?). Include data about the difference between half-measures and full measures.

“Accurate and Trustworthy” - Where to find the most up-to-date, reliable safety information for Monroe County, how to know which regulations (national, state, local) your activity/business must follow

“Testing Basics” - Details about when you should be tested (i.e. Immediately after exposure is too early, ideal time is 5-7 days after exposure). Details about the different kinds of tests available, what they do, and when they should be used (i.e. PCR, antibody).

“Get Tested” - Locations in Monroe County where you can get tested and what the requirements are for each location (Appointment? Doctor referral? Experiencing symptoms?). Also include a basic explanation of what to expect.

“We’re Almost There” - It’s been hard, but a vaccine is on the way. Members of Monroe County are participating in a vaccine trial right now + real data about when Monroe County might get it, how the roll-out might take place.

The program and roll out will be:

Write, develop, and produce the six 30 second ads that will be done in animation format. This format allows for a friendlier tone and is more easily understood by the viewer. Once these are produced, we then start a three-step roll out:

1. Work with Lamar Advertising to rotate several messages around town for three months. We would work with the production studio to create specific moments from each ad and reproduce at a large-scale level that can be printed and put up on billboards;
2. At the same time, we start to roll these ads out on the Commissioners' FB page and then boost accordingly; and
3. Start the rotation on both TV and streaming platforms of all six ads so that all messaging reaches all demographics within our County. (Please see Slide 3 for those channels)

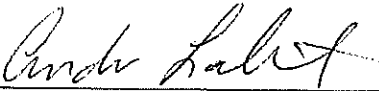
The timing on this program would be: December 2020 - approval of contract and payment; January 2021 - development of ads and finalizing contract to secure advertising space on the outlets discussed above; February

2021 - April 2021 (90 day period) - all advertising content rotates on social media, billboards, and TV/streaming services.

The total cost to run this program would **\$120,000.00**. If you wanted to expand beyond what we've done, as in more ad runs, more TV time, etc., then that number would increase. From the research the team has done, we think you will be happy with the exposure that this messaging receives.

If you're interested in moving forward, then I would invoice you the total amount, to be paid by check, before December 31st.

Thank you for this opportunity. If you agree to the term, please sign below.



Andrew Lambert, President  
Lambert Consulting, LLC.



Julie Thomas, President  
Board of Commissioners

Digitally signed by Lee Jones  
DN: cn=Lee Jones, o=Board of Commissioners,  
ou=Monroe County Government,  
email=commissionersoffice@co.monroe.in.us, c=US  
Date: 2020.12.28 12:34:44 -05'00'



## MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2021

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

OR

Item for Work Session / Discussion ☐

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

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

Agreement between INDOT and the Monroe County Board of Commissioners for Project Coordination for the Smith Pike/Woodyard Road/Curry Pike Intersection Improvement.

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: INDOT

Federal Program: Transportation

CFDA # 20.205

Federal Award Number and Year: FY2021

*Or other identifying number*

Pass Through Entity Des #1700733

Amount Received

Federal:

State: \$1,397,763.00

Local Match: \$1,210,424.80

Total Received: \$2,608,187.80

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

Fund Name: Westside Economic Development Area

Fund Number: 4920

Amount: \$2,608,187.80

**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 project originally had \$511,782.00 awarded through the MPO for federal funds. In speaking with INDOT and the project being ready for letting, INDOT was able to allocate more funding to the project. The additional amount is \$885,981.00. The project is set to let in February 2021.

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: December 22, 2020

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

**AMENDMENT #1 TO THE  
INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT  
COORDINATION CONTRACT**

**EDS No.: A249-18-L170094  
CFDA #: 20.205**

This Amendment, is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as "INDOT"), and Monroe County (hereinafter referred to as the "LPA"), and jointly referred to as the "Parties," is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

WHEREAS, the Parties entered into a Local Public Agency Coordination Contract under EDS A249-18-L170094 on October 10, 2017, for Safety Revisions to multiple intersections in Monroe County (the "Contract"), which said Contract is attached as Exhibit 1 and incorporated herein by reference; and

WHEREAS, additional federal aid funding is needed in order to complete the project and additional federal aid funds have been allocated to the project; and

WHEREAS, the Parties agree the Contract should be amended to reflect the new federal aid funds allocated to the project in the amount of \$1,397,763.00; and

WHEREAS, the Parties wish to substitute Attachment D-1, which includes the additional funding for all phases of the project, for Attachment D;

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

1. **Attachment D of the Contract is deleted in its entirety and is hereby substituted with Attachment D-1.**
2. All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**LPA: Monroe County**

**STATE OF INDIANA  
Department of Transportation**

Executed by:

\_\_\_\_\_  
Print or type name and title

(FOR)

\_\_\_\_\_  
Joseph McGuinness, Commissioner

\_\_\_\_\_  
Signature and date

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title

**Department of Administration**

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Lesley A. Crane, Commissioner

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or type name and title

**State Budget Agency**

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

**LPA DUNS**

**Approved as to Form and Legality:**

\_\_\_\_\_  
Attest

(FOR)

\_\_\_\_\_  
Curtis T. Hill Jr., Attorney General of Indiana

\_\_\_\_\_  
Auditor or Clerk Treasurer Signature and Date

This instrument prepared by: Mariorie Millman



## ATTACHMENT D-1

### PROJECT FUNDS

#### I. Project Costs,

A. This contract is just for the one (1) phase checked below:

<input type="checkbox"/>	Preliminary Engineering or
<input type="checkbox"/>	Right-of-Way or
<input checked="" type="checkbox"/>	Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **12/12/2020**, the maximum amount according to the TIP dated **09/22/2020** is **\$511,782.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$885,981.00**.

- C. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- D. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- E. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- F. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- G. Costs will be eligible for FHWA participation provided that the costs;

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## **II. Billings.**

### **A. Billing:**

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

## **III. Repayment Provisions.**

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

# Exhibit 1

Version 6-8-2017

## INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS #: A249-18-L170094  
Des. No.: 1700733  
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the Monroe County, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

### NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N955  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204

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

Seymour District Office  
185 Agricola Lane  
Seymour, Indiana 47274

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

Monroe County Board of Commissioners  
100 West Kirkwood Avenue  
Bloomington, Indiana 47404

### RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

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

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

**SECTION II LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

**SECTION III INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

**SECTION IV PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

**SECTION V TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2020 and June 30, 2021, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2021 and June 30, 2023, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

#### SECTION VI      GENERAL PROVISIONS

- A. Access to Records. The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State,

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.



If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, 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.

E. Compliance with Laws.

1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA 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 Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
  - (1) The LPA and any officials of the LPA certify that:
    - (A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

**F. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

1. 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 Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor'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;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

- J. Force Majeure. In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract 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.
- L. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification. The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
  - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
  - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- N. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this



Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
  - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment. All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

- Q. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
  3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. 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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: Monroe CountySTATE OF INDIANA  
Department of TransportationJulie Thomas  
Print or type name and title

Recommended for approval by:

[Signature] 8/23/17  
Signature and date[Signature]  
Sergei Duncan, Director  
Contract Administration DivisionAmanda Barge  
Print or type name and titleDate: 9/25/17[Signature] 8/23/17  
Signature and date

Executed by:

Patrick Stoffers  
Print or type name and title[Signature] (FOR)  
Joseph McGuinness, Commissioner[Signature] 8/23/17  
Signature and dateDate: 9-22-17LPA DUNS # 151111726

Department of Administration

Attest  
[Signature]  
Auditor or Clerk Treasurer[Signature] for  
Jessica Robertson, CommissionerDate: 10/3/17

State Budget Agency

[Signature]  
Jason D. Dudich, DirectorDate: 10/6/17This instrument prepared by:  
Ellen Hite  
August 8, 2017

Approved as to Form and Legality:

[Signature] (FOR)  
Curtis T. Hill, Jr., Attorney General of IndianaDate: 10.10.17

ATTACHMENT A  
PROJECT DESCRIPTION

Des. No.: 1700733  
Program: Group II  
Type of Project: Safety Revisions  
Location: Curry Pike, Woodyard Rd & Smith Pike

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

A project for safety revisions, intersection improvements at Curry Pike, Woodyard Road and Smith Pike intersection, in Monroe County, Indiana,



## ATTACHMENT B

### LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
  - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
    1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
    2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in IIA.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - A. If project inspection will be provided by full-time LPA employees:  
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
  - or
  - B. If project inspection will be provided by the LPA's consultant:  
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
  - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
  - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
    1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
    2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
    3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
  - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
    1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
    2. INDOT may elect to pay its obligations under the provisions of the construction contract.
    3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
  - e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

## ATTACHMENT C

### INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.



ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. If the Program shown on Attachment A is receiving Group II federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, August 8, 2017, the maximum amount according to the TIP dated July 26, 2017 is \$ 1,000,133.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay \_\_\_\_\_ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ \_\_\_\_\_.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## II. Billings.

### A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

### B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

## III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2021

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

Supplemental #5 between Monroe County Board of Commissioners and IXOYE Trail & Greenways Engineering, Inc.

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: INDOT

Federal Program: Transportation

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State: \$1,200.00

Local Match: \$300.00

Total Received: \$1,500.00

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

Fund Name: Cumulative Cap/Alternative Transportation

Fund Number: 1138

Amount: \$1,500.00

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

Executive Summary:

This supplemental is for the additional Rule 5 Permit Fee processing for the Bicentennial Pathway project.

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: December 18, 2020

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

## SUPPLEMENTAL NO. 5 – LPA - CONSULTING CONTRACT

This Supplemental Contract ("this Supplemental") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between the Monroe County Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and IXOYE Trail & Greenways Engineering, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 0902215

Project Description: "Bicentennial Pathway Project, Phase I"

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment I and incorporated as reference; and

WHEREAS, the LPA has previously entered into an agreement with the CONSULTANT to provide services toward the Project completion, titled "LPA-Consulting Contract", dated November 19, 2010, attached hereto ("Contract"), which Contract is herein attached as Attachment I and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide supplemental services toward the Project completion more fully described in Appendix "A-1" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

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

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix "A-1" which is herein attached to and made an integral part of this Supplemental.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B-1" which is herein attached to and made an integral part of this Supplemental.

**SECTION III TERM.** The term of this Supplemental shall be from the date of the last signature affixed to this Supplemental to the completion of the construction contract which is estimated to be November 2022. A schedule for completion of the Services and deliverables is set forth in Appendix "C-1" which is herein attached to and made an integral part of this Supplemental.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Supplemental as set forth in Appendix "D-1" which is herein attached to and made an integral part of this Supplemental. The maximum amount payable under this Supplemental shall not exceed \$ 1,500.00.

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Supplemental only upon receipt of the written notice to proceed from the LPA, and

shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C-1" which is herein attached to and made an integral part of this Supplemental.

**Non-Collusion.**

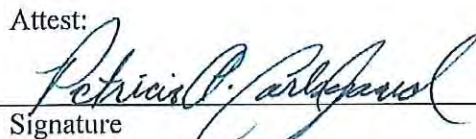
The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**

  
\_\_\_\_\_  
Signature

Roy N. Carlsgaard, President  
\_\_\_\_\_  
(Print or type name and title)

Attest:  
  
\_\_\_\_\_  
Signature

Patricia A. Carlsgaard, Vice-President  
\_\_\_\_\_  
(Print or type name and title)

**LOCAL PUBLIC AGENCY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or type name and title)



## APPENDIX "A-1"

APPENDIX "A-1" of the CONTRACT is hereby modified as follows:

On page 3, modify activities list, as follows:

- o. Rule 5 & ~~IDNR~~ IDEM/COE Permitting (~~if required~~)

On page 10, modify TASK 4, Item 2, to read as follows:

**Item 2:           Permits**

CONSULTANT will provide services for the following permit application requirements:

- Rule 5 Permit
- IDEM 401/COE 404 Regional General Permit

CONSULTANT will coordinate and process the above permits as required to obtain the necessary approvals from the related agencies. The IDEM/COE permit applications assume that the related impacts to Waters of the United States are less than 150 feet and do not require individual permits and are filed as one complete submittal.

*The product of Item 2 will be complete permit applications.*

[Remainder of Page Intentionally Left Blank]

**APPENDIX "B-1"**

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

*No changes from Supplemental No. 4*

**APPENDIX "C-1"**

SCHEDULE:

*No changes from Supplemental No. 4*

## APPENDIX "D-1"

### Compensation

APPENDIX "D-1" of the CONTRACT is hereby modified as follows:

On page 15, modify Section A. Amount of Payment, Item 1 to read as follows:

#### A. Amount of Payment

1. The CONSULTANT shall receive as payment for the Supplemental Services performed under this Supplemental Agreement No. 5 as follows: Base Services a total fee not to exceed \$0.00, Additional Services a total fee not to exceed of (\$1,500.00) and Unit Rate Services a total fee not to exceed of \$0.00, equaling a total Supplemental No. 5 Fee of (\$1,500.00); equaling for the total contract Base Services work performed under this Agreement a total fee not to exceed \$248,100.00 (unchanged from Supplemental No. 4); for the Additional Services work performed under this Agreement a total fee not to exceed of ~~\$394,620.00~~ \$393,120.00; for the Unit Rate Services performed under this Agreement a total not to exceed of \$74,740.00 (unchanged from Supplemental No. 4); for the original (previous) scope of work a total fee not to exceed of \$85,337.24 (unchanged from Supplemental No. 4), for a total revised contract amount of ~~\$802,797.24~~ \$801,297.24, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

On page 15, modify Section A. Amount of Payment, Item 2, Additional Services, specific individual items, to read as follows:

c. IDEM/COE 401/404 Permit Application	<del>\$7,600.00</del> \$11,900.00
e. Title Search Report, Residential (23 parcels @ \$275/parcel)	<del>\$6,875.00</del> \$6,325.00
f. Title Search Report, Ag/Commercial (10 parcels @ \$350/parcel)	<del>\$8,750.00</del> \$3,500.00

[Remainder of Page Intentionally Left Blank]

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2021

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

Supplemental #2 between Monroe County Board of Commissioners and CHA Consulting, Inc.

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 Bridge

Fund Number: 1135

Amount: \$10,800.00

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

Executive Summary:

This supplemental is to include the additional two parcels for the culvert replacement project on Lori Lane. These two parcels were omitted in the Supplemental #1.

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: December 17, 2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## SUPPLEMENTAL AGREEMENT NO. 2

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

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

hereinafter referred to as the "CONSULTANT".

### WITNESSETH

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

#### Project Development Services for Lori Lane Culvert

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

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

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

- I. THE ORIGINAL EXHIBIT "A" FROM THE ORIGINAL ENGINEERING AGREEMENT DATED APRIL 12, 2019 SHALL BE SUPPLEMENTED WITH THE ATTACHED EXHIBIT "A-2". THIS SUPPLEMENTAL AGREEMENT NO. 2 SHALL INCLUDE EXHIBIT "C-2" ANNEXED HERETO, WHICH SHALL CONSTITUTE THE SCHEDULE TO COMPLETE THE ADDITIONAL SERVICES WHICH ARE THE SUBJECT OF THIS SUPPLEMENTAL AGREEMENT NO. 2. THE ORIGINAL EXHIBIT "D" AND EXHIBIT "D-1" OF SUPPLEMENTAL AGREEMENT NO. 1 ARE DELETED AND A NEW EXHIBIT "D-2" SHALL REPLACE THE AFORESAID ORIGINAL EXHIBITS "D" AND "D-1".
- II. EXCEPT AS HEREIN MODIFIED, CHANGED AND SUPPLEMENTED, ALL TERMS OF THE ORIGINAL ENGINEERING AGREEMENT DATED APRIL 12, 2019 SHALL CONTINUE IN FULL FORCE AND EFFECT.



IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2

CONSULTANT

Monroe County Board of Commissioners

Highway Department  
Monroe County, Indiana

CHA Consulting, Inc.  
(Typed Firm Name)

\_\_\_\_\_  
Julie Thomas, County Commissioner



\_\_\_\_\_  
Ali Hekmatfar, Ph.D., P.E.

Project Manager II

\_\_\_\_\_  
Date:

Attest:

## Exhibit "A-2"

### SECTION 1: EASEMENT STAKING, EASEMENT DESCRIPTIONS & EXHIBITS

#### Objective

The objective of this task is to create easement staking, easement description and "Not for Recording" exhibits to accommodate a new Access Lane on the south-west quadrant of the project per Monroe County request.

#### Deliverables

- Easement Staking, Easement Descriptions and "Not for Recording" Exhibits for 1 to 3 Parcels

#### Activity

The Consultant will prepare additional Easement Description (1 – 3 anticipated) depending on what properties are crossed and will prepare "Not for Recording" Easement Exhibits. The Consultant will stake Easements upon request (1 – 3 anticipated).

#### Assumptions

- Easement Staking Fees are on a Unit Price basis and \$600 per Parcel.
- Easement Description & Exhibit are on a Unit Price basis and \$3000,00 per Parcel.

#### Items Specifically Not Included

- Boundary Survey
- Route Survey
- ROW Plans
- Fee Simple ROW Documents or any other Easement Forms/Documents

SURVEY	PROJECT SURVEYOR	CREW CHIEF	INSTRUM. OPERATOR	CADD TECH.	TOTAL
Setup				1	
Easement Staking		2.5	2.5		
Total Hours	0	3	3	1	
Hourly Rate:	\$182.43	\$105.06	\$82.82	\$142.45	
Total :	\$0.00	\$262.65	\$206.55	\$142.45	\$611.65
<b>EASEMENT STAKING (PER PARCEL*)</b>					<b>\$600.00</b>

\*Minimum 2 Parcels

EASEMENTS	PROJECT SURVEYOR	CADD TECH.	TOTAL
Title Work Review	2		
Easement Description	4	1	
"Not For Recording" Exhibit	1	6	
Q/A & Revisions	4		
Total Hours	11	7	
Hourly Rate:	\$182.43	\$142.45	
Total :	\$2,006.73	\$997.15	\$3,003.88
<b>EASEMENT DESCRIPTION &amp; EXHIBIT (PER PARCEL)</b>			<b>\$3,000.00</b>

**Exhibit "C-2"**

This Supplemental No.2 work will be delivered within 90 calendar days after the approval of this Extra Work Authorization by the LOCAL PUBLIC AGENCY.

## Exhibit "D-2"

### Compensation:

#### A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement (inclusive of the Original Fee plus subsequent supplemental agreements) the Total Not to Exceed Fee of \$95,700.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

Task Item	Task Description	Original Fee	Supplemental #1	Supplemental #2	Total
a.	Topographic Survey (Certified Engineering)	\$15,850.00	\$8,300.00		\$24,150.00
b.	Permitting (CHA)	\$5,200.00	\$5,200.00		\$10,400.00
c.	Trail Design and Plans (CHA)	\$22,800.00	\$8,200.00		\$31,000.00
d.	Utility Coordination (CHA)	\$4,400.00			\$4,400.00
e.	Abstracting and R/W Engineering (Certified Engineering & Dodd Inc.)	\$5,500.00	\$4,850.00	\$10,800.00	\$21,150.00
f.	Bidding and Construction Services (CHA)	\$4,600.00			\$4,600.00
	Totals	\$58,350.00	\$26,550.00	\$10,800.00	\$95,700.00

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

#### B. Method of Payment

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

adjusted in accordance with item 8 (changes in work) of the General Provisions,  
set out in this Agreement.



# MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 1/6/2021

Item for Formal Meeting? ☒

(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion ☐

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

Title of item to appear on the agenda:

Include VENDOR's Name in title if appropriate

Agreement between Monroe County Board of Commissioners and INDOT for the Community Crossing Matching Grant Program

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: INDOT

Federal Program: CCMG

CFDA #

Federal Award Number and Year: December 2020

Or other identifying number

Pass Through Entity: Contract #A249-21-LG200511

Amount Received

Federal:

State: \$616,829.20

Local Match: \$616,829.20

Total Received: \$1,233,658.40

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

Fund Name: Motor Vehicle Highway

Fund Number: 1176

Amount: \$1,233,658.40

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

Executive Summary:

Monroe County was awarded \$616,829.20 in the December 2020 call of the Community Crossing Matching Grant Program. This is a 50/50 split for the paving projects that was submitted. Monroe County's local match will be from the MVH fund. We will advertise the bids and open them at a public meeting. The paving projects are as follows:

Cory Lane  
Ratliff Road, Thomas Road to Hartstrait Road  
Anderson Road, Shiloh Road to Low Gap Road  
Old SR 37 North, Chambers Pike to Anderson Road

Total mileage 8.198 miles.

Person Presenting: Lisa Ridge

Department: Highway

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

Attorney who reviewed: Lee Baker

Submitted by: Lisa Ridge

Date: December 16, 2020

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

Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG200511

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Monroe County, a Local Unit, (the "Grantee"), 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 \$616,829.20 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

### FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

### 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.

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.

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

D. The Grantee uses an approved transportation asset management plan on file with the State.

### 3. Implementation of and Reporting on the Project.

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

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

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

A. It may use the State funds only for the Project described in Attachment A;

B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
- ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than 50% of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

A. 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 local funds.

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 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. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$616,829.20. The Grantee

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

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. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

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 ninety (90) days 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 Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. 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 to the State at no cost.

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

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

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

#### **9. Compliance with Laws.**

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in 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

#### **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.

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

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

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758 - Local Programs  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

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

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

Katherine Adams  
Seymour District  
185 Agrico Lane  
Seymour, IN 47274  
Email: kadams@indot.in.gov

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

Monroe County  
ATTN: Julie Thomas  
100 W. Kirkwood Avenue  
BLOOMINGTON, IN 47404  
Email: jthomas@co.monroe.in.us

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

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

**20. Public Record.** The Contractor 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 to 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.

**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. **Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant 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 to 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.

[Grantee] Monroe County

Indiana Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

\_\_\_\_\_  
(for)

Joseph McGuinness, Commissioner

Date: \_\_\_\_\_

**Approved by:**

Indiana Department of Administration

**Approved by:**

State Budget Agency

By: \_\_\_\_\_ (for)

Lesley A. Crane, Commissioner

By: \_\_\_\_\_ (for)

Zachary Q. Jackson, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED as to Form and Legality:**

Office of the Attorney General

By: \_\_\_\_\_ (for)

Curtis T. Hill, Jr., Attorney General

Date: \_\_\_\_\_

**Form approval has been granted by the**

**Office of the Attorney General pursuant to**

**IC 4-13-2-14.3(e) on November 24, 2020**

FA 20-89

This instrument was prepared by the undersigned attorney:

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney:  
Indiana Department of Transportation  
100 N. Senate Avenue  
Indianapolis, IN 46204



# ATTACHMENT A

## PROJECT DESCRIPTION

Des No: 2002813

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Preventive Maintenance

Location:

Route Name	From	To
CORY LN	Bloomington City Limits	Bloomfield Road
CORY LN	3rd Street	City Limits
RATCLIFF RD	Louden Road	Thomas Road
RATCLIFF RD	Thomas Road	Ellettsville City Limits
RATLIFF RD	Ellettsville City Limits	Ellettsville City Limits
RATLIFF RD	Ellettsville City Limits	Hartstrait Road
ANDERSON RD	Shilo Road	Bean Blossom Road
ANDERSON RD	Bean Blossom Road	Low Gap Road
OLD SR 37	Newt Fulford Road	Anderson Road
OLD SR 37	Chambers Pike	Newt Fulford Road

Application ID: 9740

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

Milling 1.5" of old asphalt and full depth patches disposing of milled material on some of the areas on the roadway and resurfacing. Cleaning milled pavement will happen before applying tack coat and 1.5" of 9.55 of HMA, Type B surface. Traffic control is also included by the Contractor. The cost of estimate includes having the pavement markings reapplied after the overlay.

The maximum amount of state funds allocated to the Project is \$616,829.20