



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' MEETING AGENDA Wednesday, February 16, 2022 at 10:00 am MEETING CONNECTION VIA ZOOM

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

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

- The public's video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

* * * * *

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at last seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Penny Caudill

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

5. APPROVAL OF MINUTES

February 9, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable –February 16, 2022

7. REPORTS

8. NEW BUSINESS

A. MIDWEST PRESORT AGREEMENTS

16

Fund Name: Reassessment

Fund Number: 1224

Amount: Not to exceed \$39,090.87

Presenter: Judith Sharp

We are seeking approval for three separate Service Agreements with Midwest Presort.

1) Postage and Handling for mailing of 2022 Annually Assessed Mobile Home Form 2's - All townships
Estimated in the amount of \$1,019

2) Postage and Handling for mailing of 2022 Personal Property Mailing - All townships
Estimated in the amount of \$2855

3) Postage, Handling and Services for Printing, Inserting and Mailing of 2022 Form 11's - All townships
Estimated in the amount of Postage \$21,588.57 /Service Fees \$13,628.30 = \$35,216.87

B. LEXISNEXIS AGREEMENT RENEWAL

23

Fund Name: Misdemeanant

Fund Number: 1175-31390-000

Amount: \$ 401/per month

Presenter: Sam Crowe

The Monroe County Correctional currently uses LexisNexis services in pursuant to the Prison Solution Order that allows the facility to use selected information relevant to its needs in exchange for a fixed monthly commitment. Our current agreement ends on 2/28/2022 and we need to renew the agreement by 3/1/2022 for the following three years, 2022- 2025. We currently pay \$401.00 a month for this service.

C. APPROVAL OF THE FISCAL YEAR 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT

25

Fund Name: County General

Fund Number: 1000

Grant Amount: \$53,179

Presenter: Kate Petrolina

Monroe County Emergency Management has been awarded the 2021 Emergency Management Performance Grant through the Indiana Department of Homeland Security. This is the Emergency Management Department's annual grant that partially reimburses Monroe County for the salaries of the

Director and Deputy Director positions. The awarded amount is \$53,179.00. We are requesting the Commissioner's approval and signature for the grant agreement.

D. RATIFICATION OF B-TECH LLC FIRE ALARM SYSTEM

49

Fund Name/Number: TBD

Amount: \$4,052.23

Presenter: Greg Crohn

Due to upcoming changes in use and occupancy of the building, it is necessary to implement additional Fire Alarm hardware to meet state/local building codes at the location to be used by Election operations (302 S. Walnut St.). This request is to ratify the B-Tech Fire Alarm Proposal signed on 11 Feb 2022. Vendor will be installing a manual fire alarm system, utilizing existing smoke detectors and some wiring. Any additional wiring required is not covered under this proposal.

E. RATIFICATION OF B-TECH LLC SECURITY AGREEMENT

56

Fund Name/Number: TBD

Amount: \$1,206.21

Presenter: Greg Crohn

The use of intrusion alarms has been deemed appropriate for the Election operations at 302. S. Walnut St. This request is to ratify the B-Tech Security system proposal signed on 11 Feb 2022. B-Tech will be utilizing three existing motion sensors, existing door sensors and the attached wiring. Any additional wiring required is not covered under this proposal.

F. RATIFICATION OF B-TECH LLC WIRING AGREEMENT

63

Fund Name/Number: TBD

Amount: \$2500

Presenter: Greg Crohn

For all scopes of work related to Fire and security implementations at Election operations located 302. S. Walnut, additional wiring will be required. This request is to ratify the B-Tech Wiring proposal signed on 11 Feb 2022.

G. RATIFICATION OF B-TECH LLC CAMERA AGREEMENT

70

Fund Name/Number: TBD

Amount: \$7,637.77

Presenter: Greg Crohn

The location (302 S. Walnut) that will be used for Election operations purposes, does not currently have any form of video camera equipment or recording system. This request is to ratify the B-Tech Camera System proposal signed on 11 Feb 2022. Work includes the installation of cameras covering all four sides of the building and entries, camera installation for ballot room, and the installation of a camera recording system.

- H. NATIONAL CINEMEDIA, LLC AGREEMENT RENEWAL** **77**
Fund Name: Health
Fund Number: 1159
Amount: Not to exceed \$20,000
Presenter: Penny Caudill

The Monroe County Health Department has utilized various types of advertising including NCM, movie related ads. The most recent have focused on COVID prevention and vaccine. This request to renew the agreement for ads to run in 2022. Promotional funds are in the health fund budget and will be used to cover these costs. The budget has \$20,000 appropriated. It would be possible for the dept. to use some grant funds if ads were changed to address topics specific to those grants.

- I. E & B PAVING, LLC AGREEMENT FOR KARST FARM GREENWAY SOUTH SEGMENT GATE & EXCAVATION** **80**
Fund Name: 2017 GO Bond
Fund Number: 4810-47151
Amount: Not to exceed \$4,200
Kelli Witmer

In January 2022, DNR communicated to The Parks Department that farm gate, located on sheet 4 of 35, STA 105+60(+/-) and waterway excavation under trail bridge #4, located on sheet 13 of 35 are not Next Level Trails grant eligible. The Department is strongly recommending that Monroe County pay from 2017 GO Bond 4810 to install the farm gate and to excavate the waterway under bridge #4. The farm gate and waterway excavation is needed to keep farm animals from accidentally wandering onto the Greenway and keep trail users on the Greenway.

- J. E & B PAVING, LLC CHANGE ORDER #1, KARST FARM GREENWAY SOUTH SEGMENT** **86**
Fund Name: Next Level Trails
Fund Number: 9107-30006-0000
Amount: - \$40,000
Presenter: Kelli Witmer

DNR requires the deletion of Excavation Waterway and Farm Fence STA 105+60. The Parks Department recommends to add Farm Gate STA 122+00. The County Highway Engineer also recommends to have a Deductive Pay Value Engineering (Bridge Pilings). The original agreement was \$957,600. This change order is a deduction of \$40,000 from the original agreement.

- K. AMENDMENT #2 TO THE MONROE COUNTY AMERICAN RESUCE PLAN ACT FUND (ARPA)** **91**
Presenter: Jeff Cockerill

This amends the current plan to add the Brine Facility to the ARPA plan.

- L. RESOLUTION 2022-04; UPDATE TO MONROE COUNTY CODE** **95**
Presenter: Jeff Cockerill

This resolution is to update MC Code books with recent additions and changes to the MC Code.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

COMMISSIONERS' MEETING SUMMARY MINUTES Wednesday, February 9, 2022 at 10:00 am MEETING CONNECTION VIA ZOOM

Members

Julie Thomas, President- Present, **Virtual**
Penny Githens, Vice President -Present, **Virtual**
Lee Jones, Present- **Virtual**

Staff

Angie Purdie, Commissioners' Administrator – Present-**Virtual**
Jeff Cockerill, Legal Counsel- Present- **Virtual**

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES

Health – Penny Caudill

4. AGENDA AMENDMENT

Githens moved to move item "C" to the beginning of agenda. Jones seconded.
Cockerill called roll to amend agenda.
Thomas – yes

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

5. PUBLIC COMMENT

Angela Northcote, Monroe County Resident – Mask mandate
Donovan Garletts, Monroe County Resident – Mask mandate

5. APPROVAL OF MINUTES

February 2, 2022

Githens made motion to approve. Jones seconded.
Githens requested that the February 2, 2022 minutes reflect the wording *“The property’s, described in Exhibit A, value is less than that of preparing and selling the item, therefore, it may be demolished, junked, or if hazardous, properly disposed of.”* for item “B” Resolutions 2022-05 & 2022-06 Parks Surplus Cockerill call roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – February 9, 2022
Payroll – February 11, 2022

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

7. REPORTS

None.

8. NEW BUSINESS

A. INDIANA STATE DEPARTMENT OF HEALTH GRANT FOR COVID-19 VACCINE ADMINISTRATION FEES.

Fund Name: Health

Fund Number: 1159

Amount: TBD

Presenter: Penny Caudill

The MCHD has received a revised grant agreement from the IDOH. The IDOH has been managing the billing for COVID-19 vaccine administration fees on behalf of local health departments since 2021. We received an agreement last year but there was an issue at the state level and our reimbursement as not received. Because of this, the 2022 agreement was revised to include the 2021 reimbursements. This is technically not a grant and these funds are to be tracked as other vaccine reimbursements and are to be in the Health fund 1159 (see attached letter).

Githens made motion to approve. Jones seconded.

Public comment:

Angela Northcote

Candace Sampson

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0

B. RATIFICATION OF EMERGENCY DECLARATION AND RECISSION OF THE EMERGENCY DECLARATION.

Presenter: Jeff Cockerill

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

C. CLARK EXCAVATING LLC AGREEMENT FOR DEMOLITION OF SURPLUS PROPERTY

Fund Name: 2017 GO Bond

Fund Number: 4715

Amount: \$9,900

Presenter: Greg Crohn

This request is to approve the quote from Clark Excavating LLC, to remove by demolition, one (1) detached garage and one (1) freestanding canopy located at 6175 S. Victor Pike Bloomington IN 47403.

Due to the extent of deterioration, water intrusion, wild animal damage, and vandalism, neither structure is cost effective to repair. Nor do they have salvage value. Three quotes were obtained from local companies. Clark Excavating covered all aspects of the desired work, and provided the lowest quote. Scope of work includes:

#1. Demolition of 960 sq. ft. detached garage, removal of all debris from site to include concrete slab foundation, grading and smoothing of site, to include use of clean fill as needed.

#2. Demolition of 1,280 sq. ft. canopy structure, removal of all debris from site to include concrete slab foundation, grading and smoothing of site, to include use of clean fill as needed. Site burning is prohibited

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

D. 2021 COMMUNITY CORRECTIONS GRANT ANNUAL REPORT

Presenter: Becca Streit

The Indiana Department of Correction (IDOC) awards grant funding to several Probation/Community Corrections programs. As part of the grant contract, the Community Corrections Executive Director must present an Annual Report to the county executive body.

Githens moved to hear report.

E. SHARP CUSTOMER CARE MAINTENANCE AGREEMENT FOR PROSECUTOR CHILD SUPPORT DIVISION.

Fund Name: County General

Fund Number: 1000-0660

Amount: Varies per month

Presenter: Beth Hamlin

This is a request to add the Commissioners' signature to an existing customer care maintenance agreement.

F. PITNEY BOWES POSTAGE METER AGREEMENT FOR PROSECUTOR CRIMINAL DIVISION.

Fund Name: County General

Fund Number: 1000-0009

Amount: Varies per month

Presenter: Beth Hamlin

This is a request to add the Commissioners' signature to an existing Pitney Bowes postage meter contract for the child support office.

G. PITNEY BOWES POSTAGE METER AGREEMENT FOR PROSECUTOR CHILD SUPPORT DIVISION.

Fund Name: County General

Fund Number: 1000-0660

Amount: Varies per month

Presenter: Beth Hamlin

This is a request to add the Commissioners' signature to an existing Pitney Bowes postage meter contract for the criminal division.

Githens made motion to approve items E, F & G. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

H. REVISED INDIANA RAILROAD AGREEMENT FOR VERNAL PIKE TRAIL PROJECT.

Fund Name: Westside Economic Development Area

Fund Number: 4920

Amount: \$20,000 and \$5,000 per day for flagging

Presenter: Lisa Ridge

The original agreement needed to be amended to include “per day” for the flagging operations, instead of “not to exceed”. The Department incurred this same cost for the Rogers Street Bridge #908 summer of 2021. The railroad company has stated that they could possibly work with us on that cost as we get closer to construction, this would be the max.

Githens made motion to approve. Jones seconded.

No public comment.

Cockerill called roll.

Thomas – yes

Githens – yes

Jones – yes

Motion carried 3-0.

I. INDOT CHANGE ORDER # 3 FOR HUNTERS CREEK ROAD PROJECT PH II & III.

Fund Name: Hunters Creek Road, PH II & III

Fund Number: 8163

Amount: \$29,463.94

Presenter: Lisa Ridge

This change order is for the additional cement required for the subgrade treatment based off testing by the stabilization subcontractor. The change order is a participating change order and therefore will be split between INDOT and Monroe County at 80/20. The project is 80% complete with the completion goal of May 2022.

Githens made motion to approve. Jones seconded.

No public comment.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

J. INDOT CHANGE ORDER # 4 FOR CEDAR FORD COVERED BRIDGE.
Fund Name: Cumulative Bridge
Fund Number: 1135
Presenter: Lisa Ridge

The Department is in the process of closing out this project. This change order is to fix a paperwork glitch on the start/end date of the project. The Notice to Proceed began 5 days later than expected and therefore increased the project by 5 days. That would result in liquidated damages to the contractor. The project was not 5 days late. This will eliminate the paperwork glitch and end the project.

Githens made motion to approve. Jones seconded.
No public comment.
Cockerill called roll.
Thomas – yes
Githens – yes
Jones – yes
Motion carried 3-0.

9. APPOINTMENTS

None.

10. ANNOUNCEMENTS

The Board of Commissioners extends their condolences to the family and friends of Randy Paul, who passed away on Tuesday, February 8, 2022. His advocacy for disability rights has had an incredible impact on our community, and he will be greatly missed.

Monroe County Commissioners' Blood **Drive** will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

Tuesday, March 29, 10am – 3pm
Wednesday, March 30, 1pm – 6 pm

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

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

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

11. ADJOURNMENT

The summary minutes of the February 9, 2022 Board of Commissioners' meeting were approved on February 16, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by : MM
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[*The Board of Commissioners minutes will be in summary format during the Local Declaration of Emergency and the Governor's Executive Orders. Verbatim minutes will return when we are able to return to our normal practices.](#)



MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
FEBRUARY 9, 2022
Via ZOOM

1. David Schilling – Legal

Discussion regarding an agreement with Dobbs Legal Group, LLC.

[Githens made motion to approve. Jones seconded.](#)

Public comment:

[Marty Hawk – County Council](#)

[Kim Shell – Council Administrator](#)

[Cockerill called roll.](#)

[Thomas – yes](#)

[Githens – yes](#)

[Jones – yes](#)

[Motion carried 3-0.](#)

2. Elizabeth Sensenstein – Human Resources

Nichelle Whitney-Wash – The Guarden, LLC

Discussion regarding The Guarden, LLC 2021 end of project report.

3. Jackie Nester Jelen – Planning

Discussion of Ordinance 2022-02; Amendment to Zoning Ordinance Chapter 814- Permits and Certificates.

[Bring back to the February 23, 2022 meeting for approval.](#)

4. Jackie Nester Jelen – Planning

Discussion of Ordinance 2022-03; Amendment to Zoning Ordinance Chapter 802- Zones and Permitted Uses.

[Bring back to the February 23, 2022 meeting for approval.](#)



OFFICE OF
MONROE COUNTY COMMISSIONERS

100 West Kirkwood Avenue
The Courthouse Room 322
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550
Facsimile 812-349-7320

Julie Thomas, President

Penny Githens, Vice President

Lee Jones

COMMISSIONERS' ADMINISTRATIVE MEETING

FEBRUARY 9, 2022, 12:15 PM

MEETING CONNECTION VIA ZOOM

Members

Julie Thomas, President- Present, **Virtual**

Penny Githens, Vice President -Present, **Virtual**

Lee Jones, Present- **Virtual**

Staff

Angie Purdie, Commissioners' Administrator – Present-**Virtual**

Jeff Cockerill, Legal Counsel- Present- **Virtual**

TOPICS OF INTEREST

1. ARPA funds.
2. Annexation
3. GARE Group
4. Comp time
5. 302 S. Walnut Street property
6. Senate Bill 390



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

We are seeking approval for three separate Service Agreements with Midwest Presort.

1) Postage and Handling for mailing of 2022 Annually Assessed Mobile Home Form 2's - All townships
Estimated in the amount of \$1,019

2) Postage and Handling for mailing of 2022 Personal Property Mailing - All townships
Estimated in the amount of \$2855

3) Postage, Handling and Services for Printing, Inserting and Mailing of 2022 Form 11's - All townships
Estimated in the amount of Postage \$21,588.57 /Service Fees \$13,628.30 = \$35,216.87

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**Midwest Presort Agreement
For
Monroe County Assessor 2022 Form 2 Mailing**

Fulfillment - Services and Pricing

PICKUP Midwest Presort "MP" will pick up Monroe County Assessor "Customers" Estimated 1,900 Mobile Home Assessment (Form 2) Mailing Envelopes with the MP permit on them and process them at the MP facility in Indianapolis, IN.

POSTAGE Postage will not exceed \$0.51 per #10 envelope (1 or 2 oz.) that qualifies with an 11 digit Delivery Point Validation barcode. MP will invoice Customer in advance for the postage portion of the mailing. The postage deposit must be received prior to mailing.

Component/Service	Price
Pick up Fee	\$50.00
Estimated Postage	\$969.00
Estimated Total	\$1,019.00

Agreement Term:

This agreement shall be effective upon execution by Monroe County Assessor and Midwest Presort.

Signature:

Monroe County Assessor

Address:

Courthouse, Room 104
100 West Kirkwood Avenue
Bloomington, IN 47404

Midwest Presort

Address:

PO Box 2506
Indianapolis, IN 46206

By: _____
Signature

Title

Date

By: _____
Signature

Title

Date

Midwest Presort Agreement
For
Monroe County Assessor 2022 Form 2 Mailing

Presented this _____ day of February to the Monroe County Commissioners for Approval

County Commissioner President

County Commissioner

County Commissioner

Date

**Midwest Presort Agreement
For
Monroe County Assessor 2022 Personal Property Mailing**

Fulfillment - Services and Pricing

PICKUP

Midwest Presort "MP" will pick up Monroe County Assessor "Customers" Estimated 5,500 Personal Property Forms Mailing Envelopes with the MP permit on them and process them at the MP facility in Indianapolis, IN.

POSTAGE

Postage will not exceed \$0.51 per #10 envelope (1 or 2 oz.) that qualifies with an 11 digit Delivery Point Validation barcode. MP will invoice Customer in advance for the postage portion of the mailing. The postage deposit must be received prior to mailing.

Component/Service	Price
Pick up Fee	\$50.00
Estimated Postage	\$2,805.00
Estimated Total	\$2,855.00

Agreement Term:

This agreement shall be effective upon execution by Monroe County Assessor and Midwest Presort.

Signature:

Monroe County Assessor

Address:

Courthouse, Room 104
100 West Kirkwood Avenue
Bloomington, IN 47404

Midwest Presort

Address:

PO Box 2506
Indianapolis, IN 46206

By: _____
Signature

Title

Date

By: _____
Signature

Title

Date

Midwest Presort Agreement
For
Monroe County Assessor 2022 Personal Property Mailing

Presented this _____ day of February to the Monroe County Commissioners for Approval

County Commissioner President

County Commissioner

County Commissioner

Date

**Midwest Presort Agreement
For
Monroe County Assessor 2022 Form 11 Mailing**

Fulfillment - Services and Pricing

SERVICES	Midwest Presort "MP" will provide envelopes (#10 and Flats), provide the paper, print the F-11's, print an additional black and white insert with Monroe County Assessor "Customer" letterhead design, perform inserting and presort mail services of "Customer" 2022 Form 11 Mailing.
ENVELOPES	MP will provide a preapproved #10 2-Color, standard left window envelope with the MP permit and 9X12 flats envelopes. The estimated amount of #10 envelopes is 43,000 and the flats sized envelopes is 219.
PRINTING	MP will print the estimated 52,500 F-11's on standard copy paper and an estimated 42,114 inserts with Monroe County Assessor letterhead design.
INSERTING	MP will insert an estimated 47,115 F-11's into #10 envelopes and 5,385 F-11's into flat sized envelopes.
PRESORT MAIL	MP will presort and mail "ALL" F-11's on the same day.
INVOICING	MP will invoice the Customer in advance for the postage portion of the mailing. The postage must be paid prior to mailing. MP will then invoice the Customer for the additional services once the mailing has been performed.

Component/Service	Price
Estimated Postage	\$21,588.57
Estimated Services Fee	\$13,628.30
Total Cost for Mailing	\$35,216.87

Agreement Term:

This agreement shall be effective upon execution by Monroe County Assessor and Midwest Presort.

Signature:

Monroe County Assessor

Address:
Courthouse, Room 104
100 West Kirkwood Avenue
Bloomington, IN 47404

Midwest Presort

Address:
PO Box 2506
Indianapolis, IN 46206

By: _____
Signature

Title

Date

By: _____
Signature

Title

Date

Midwest Presort Agreement
For
Monroe County Assessor 2022 Form 11 Mailing

Presented this _____ day of February to the Monroe County Commissioners for Approval

County Commissioner President

County Commissioner

County Commissioner

Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 2/16/2022 Formal ☒ Work session ☐ Department Correctional Center

Title to appear on Agenda: LexisNexis Renewal Vendor # 000598

Executive Summary:

The Monroe County Correctional currently uses LexisNexis services in pursuant to the Prison Solution Order that allows the facility to use selected information relevant to its needs in exchange for a fixed monthly commitment.

Our current agreement ends on 2/28/2022 and we need to renew the agreement by 3/1/2022 for the following three years. 2022 to 2025.

We currently pay \$401.00 a month for this service.

Fund Name(s):	Fund Number(s):	Amount(s)
<u>Misdemeanant</u>	<u>1175-31390-000</u>	<u>401.00 a month</u>

Presenter: Sam Crowe

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<u>Sam Crowe</u>	<u>812-349-2758</u>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**RENEW YOUR LEXISNEXIS® PRISON SOLUTION
ORDER NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis as your provider of legal research materials for correctional facilities. We are dedicated to giving you efficient and cost-effective solutions, including the *Shepard's®* Citations Service.

Currently you are using the LexisNexis services pursuant to the Prison Solution Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	Monroe County Correctional Center	Account Number:	0099760282
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Extension Period				Monthly Commitment	
Beginning	3/1/2022	to	2/28/2023	\$	401.00
Beginning	3/1/2023	to	2/29/2024	\$	401.00
Beginning	3/1/2024	to	2/28/2025	\$	401.00

Customer hereby certifies that they have _____ number of terminals

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 3/1/22. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Chris Conner
Client Mgr--Corrections
O: 937-247-8115
Toll Free: 866 293 4261
F: 866 960 2944
chris.conner@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the 1st of March.

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.

Customer Name: Monroe County Correctional Center _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 02/16/22

Formal ☒

Work session ☐

Department Emergency Management

Title to appear on Agenda: Approval and signature for the 2021
Emergency Management Performance
Grant

Vendor #

Executive Summary:

Monroe County Emergency Management has been awarded the 2021 Emergency Management Performance Grant through the Indiana Department of Homeland Security. This is the Emergency Management Department's annual grant that partially reimburses Monroe County for the salaries of the Director and Deputy Director positions. The awarded amount is \$53,179.00 We are requesting the Commissioner's approval and signature for the grant agreement.

Fund Name(s):

General Fund

Fund Number(s):

1000

Amount(s)

\$53,179.00

Presenter: Kate Petroline

Speaker(s) for Zoom purposes:

Name(s)

Kate Petroline

Phone Number(s)

812-325-9545

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Cockerill, Jeff

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Federal Program
CFDA# Federal Award Number and Year (or other ID)
Pass Through Entity:
Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

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

**SUBRECIPIENT GRANT AGREEMENT
FEDERAL FISCAL YEAR 2021
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM
CONTRACT #000000000000000000059677**

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and Monroe County (the "Subrecipient"), 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 State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") as the Recipient to receive, administer, and disburse Emergency Management Performance Grant Program ("EMPG") funds to local governments for preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 USC § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 USC § 5121 *et seq.*), by providing a system of emergency preparedness for the protection of life and property in the United States from all hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient for the allowable costs/budget of this project (the "Project") and for the allowable project goals as described in the Subrecipient's grant application ("Grant Application"), of this Grant Agreement, both of which are electronically filed and saved online using the State's grant management system and identified by the Subrecipient, project number and grant program and year. The Project and Grant Application are fully incorporated into this Grant Agreement by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

SPECIAL CONDITIONS: None.

FUNDING SOURCE:

Federal Funds Program Name per Catalog of Federal Domestic Assistance (CFDA):
Emergency Management Performance Grant
CFDA #97.042
Federal Fiscal Year: 2021
Federal Award Identification Number: EMC-2021-EP-00004
Date Funds were Accepted by the State: August 30, 2021

2. Amount of Subaward. The Subrecipient is awarded funding in the amount(s) specified below:

Type of EMPG Project(s) which the Subrecipient is awarded:	Award Amount
1. Competitive	\$ 0.00
2. Salary Reimbursement (Includes base-salary and fringe benefits as outlined in Subrecipient's Project and Grant Application)	\$ 53,179.00
Total remuneration under this Grant Agreement is not to exceed:	\$ 53,179.00 (which is the above two lines added together)]

3. Term. The term of this Grant Agreement is specific to the type of Project(s) for which the Subrecipient is awarded funding. The Subrecipient must follow the appropriate term based on the Project(s) funded. If the Subrecipient has been awarded funding for both competitive and salary Projects, then the Subrecipient must follow each term (Start Date and Obligation Deadline) associated with the type(s) or Project(s) which the Subrecipient is awarded according to the chart below.

Type of EMPG Project which the Subrecipient was awarded:	Grant Agreement Start Date:	Grant Agreement shall terminate (also known as the Obligation Deadline) on:
1. Competitive	October 1, 2021	September 30, 2022
2. Salary Reimbursement	January 1, 2021	December 31, 2021

Note, the federal performance period for the FFY 2021 EMPG is October 1, 2020 through September 30, 2023. However, the reimbursement time period for the Subrecipient's Project under this Grant Agreement is NOT the same as the Federal performance period.

Due to the nature of Salary Reimbursement projects, the term and reimbursement for a Salary Reimbursement project will only occur during a standard calendar year (January 1 through December 31).

Unless otherwise provided herein, the Obligation Deadline may be extended upon the written agreement of the parties and as permitted by state or federal laws governing the use of these grant funds.

4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and

shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.

- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- A. The Subrecipient shall implement and complete the Project in accordance with the plans and specifications contained in its Project and Grant Application, which are on file with the State and incorporated by reference. The Subrecipient shall be solely responsible for the proper implementation of the approved Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- 1) If the Subrecipient is receiving an award for a Salary Reimbursement Project, then the Subrecipient is required to upload documentation demonstrating compliance with training and HSEEP exercise requirements, as well as supporting documentation indicating salary expenditures and fringe benefit expenditures. **This information must be submitted to the State through the Indiana grants management system after January 1, 2022. If a Subrecipient is unable to produce the required supporting documentation, then the Subrecipient will not receive the reimbursement for salary expenditure.**
- B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Application, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a grant adjustment notice to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of the Subrecipient's Project or Grant Application without first receiving approval from the State regarding the Subrecipient's modification request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Application, or the State, will not be reimbursed under this Grant Agreement. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will either not be paid for that expenditure or, if the State advanced funds to the Subrecipient, then the Subrecipient shall be required to reimburse the State for the amount of funds that were not approved.
- C. The Subrecipient shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall then submit those reports to FEMA.
- D. The Subrecipient shall comply with the document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume II, February 21, 2017" available at: <https://www.in.gov/dhs/files/2017-IDHS-Comprehensive-Training-Exercise-Grant-Guidance.pdf>. (These requirements include, but are not limited to, the State's requirement that the Homeland Security Exercise and Evaluation

Program ("HSEEP") Methodology be used for all training and exercise design, planning, conduct, and for the after action/improvement process, and, if it is available, that all training and exercises must be scheduled on the U.S. DHS National Exercise Schedule ("NEXS") System to include all required information as listed on the NEXS System.)

6. Requirements Applicable to Property/Equipment Purchased Using Grant Funds. For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

- A. Maintain records that include the following:
 - 1) A description of the property;
 - 2) Manufacturer's model number;
 - 3) Manufacturer's serial number or other identification number;
 - 4) Vendor or other source of the property;
 - 5) Identification of the title holder of the property;
 - 6) Acquisition date;
 - 7) State Contract number of the Agreement which provided the funding;
 - 8) Cost of the property;
 - 9) Physical location of the property;
 - 10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 - 11) Use of the property;
 - 12) Condition of the property; and
 - 13) The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.
- C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its Grant Application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.

F. The Subrecipient agrees to the following:

- 1) The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
- 2) The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
- 3) Personal use of the equipment is not permitted.
- 4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".

G. If a Subrecipient fails to comply with any part of this provision, the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under this Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.

H. **Federal Requirement Pertaining to Equipment Disposition.** When original or replacement equipment acquired by the Subrecipient under this Grant Agreement is no longer needed for the original project or program or for the other activities currently or previously supported by US DHS/FEMA, a Subrecipient must request instructions from US DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR 200.313.

I. These requirements are on-going and survive the expiration or termination of this Grant Agreement and will remain in effect until the property is disposed of in accordance with this Grant Agreement.

7. 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 completed expenditure report setting out the intended purposes of those funds. The expenditure report required shall be designated by the State and submitted in a manner as prescribed by the State. After such funds have been expended by the Subrecipient, the Subrecipient shall provide the 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 Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon submission of a completed expenditure report detailing any expenditure amount and description and must be submitted with accompanying supporting documentation as designated by the State. These reports must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items. An expenditure report showing an expense that is submitted without supportive documentation will be returned to the Subrecipient 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.
- C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under

this Grant Agreement. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- D. A quarterly expenditure report shall be submitted to the State within fifteen (15) days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.
- E. All FINAL (those submitted after the Obligation Date) expenditure reports must be submitted to the State within thirty (30) calendar days after the Obligation Date. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- F. **If grant award funds have been advanced to the Subrecipient and any amount of those advanced funds are unexpended at the time that the final expenditure is submitted to the State after the Obligation Deadline, then any advanced unexpended Grant funds shall be returned by the Subrecipient to the State.**
- G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant.
- H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the Subrecipient's award amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.

8. 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 Subrecipient 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 the Subrecipient's Grant Application and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in the Subrecipient's Grant Application and that unpaid costs have been properly accrued;
- C. that the Subrecipient 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.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

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

- A. The Subrecipient 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. The Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, and 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). The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*
- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

10. Compliance with Laws.

- A. The Subrecipient 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 Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Subrecipient 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 Subrecipient 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 Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient 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 Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient 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 Subrecipient 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 Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- D. The Subrecipient 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 Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient 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 Subrecipient warrants that the Subrecipient 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 Subrecipient 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 Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, 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 Subrecipient 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 Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

- A. The Subrecipient 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 Agreement by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient 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 Subrecipient 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.

12. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient 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 Agreement 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 Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient 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.

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

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

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

This clause is not applicable if the Subrecipient is a state agency, political subdivision, including local school corporations and charter schools, a state educational institution, or a self-employed person that does not employ any employees.

14. 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.

15. 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.

16. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant Agreement 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.

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

18. 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 Subrecipient 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, the

Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient 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.

19. 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:

Grants Management Director
attn.: EMPG Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: grants@dhs.in.gov

Subject line should reflect the grant program, year, and Subrecipient's name

B. Notices to the Subrecipient shall be sent to:

Monroe County EMA 351732462
Attn: Project Director Allison Moore
5900 Foster Curry Drive
Bloomington, IN 47404
E-mail: amoore@co.monroe.in.us

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

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including Exhibit A and those identified in paragraph 28, below, (2) this Grant Agreement, (3) requirements imposed by the federal Notice of Funding Opportunity ("NOFO") associated with this grant program, (4) requirements imposed by the State of Indiana NOFO associated with this grant program, (5) Exhibits prepared by the State, (6) Award Letter provided to the Subrecipient, including any special conditions imposed therein, and (7) the Subrecipient's Grant Application on file with the State. All of the foregoing are incorporated fully herein by reference.

21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement 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.

22. 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 Subrecipient'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 and associated budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. 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 or FEMA 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 Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient 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 Subrecipient exceed the original grant.

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

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

26. Severability. The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

27. Survival. Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration or termination in accordance with their terms.

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and all the federal provisions contained in Exhibit A.

- A. **When applicable, the Subrecipient shall follow 2 CFR 200.318 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law.** Such requirements include:

- 1) The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
- 2) The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
- 3) All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
- 4) The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.

Affirmative steps include: Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned or located in a HUBZone on solicitation lists and ensuring such groups are solicited whenever they are potential procurement sources; Dividing total requirements, when

economically feasible, into small tasks or quantities to permit maximum participation by such groups; and/or establishing delivery schedules, where the requirement permits, which encouraged participation by such groups as appropriate.

- B. The Subrecipient, if using federal funds to pay for emergency management personnel, shall require all EMPG program funded personnel to ensure and maintain adoption and implementation of the National Incident Management System ("NIMS"). Please see the following link for more information on NIMS:
https://www.fema.gov/sites/default/files/documents/FEMA_2021-Preparedness-Grants-Manual_02-19-2021.pdf.

29. 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.

30. 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 *2021 OAG/IDOA Professional Services Contract Manual*, or the *2021 SCM Template*) in any way except as follows:

- A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
- B. Paragraph 2, Amount of Subaward, has been added.
- C. Paragraph 3, Term, has been modified.
- D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- E. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
- F. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, is added.
- G. Paragraph 7, Payment of Claims, has been modified.
- H. Paragraph 8, Project Monitoring by the State, has been modified.
- I. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- J. Paragraph 11, Debarment and Suspension, has been modified.
- K. Paragraph 13, Employment Eligibility Verification, has been modified.
- L. Paragraph 20, Order of Precedence; Incorporation by Reference, has been modified.
- M. Paragraph 22, Termination for Breach, has been modified.
- N. Paragraph 23, Termination for Convenience, has been modified.
- O. Paragraph 25, Remedies Not Impaired, has been added.
- P. Paragraph 26, Severability, has been added.
- Q. Paragraph 27, Survival, has been added.
- R. Paragraph 28, Federal and State Third-Party Contract Provisions, has been added.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, 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 Subrecipient 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 Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI/PUBLIC_CNTRCT_S.GBL

In Witness Whereof, the Subrecipient 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.

Monroe County

Indiana Department of Homeland Security

By:\s1\

By:\s2\

Title:\t1\ President- Julie Thomas

Title:\t2\

Date:\d1\

Date:\d2\

Electronically Approved by: Department of Administration	
By: Rebecca Holwerda, Commissioner	(for)
Electronically Approved by: State Budget Agency	Electronically Approved as to Form and Legality by: Office of the Attorney General
By: Zachary Q. Jackson, Director	By: Theodore E Rokita, Attorney General
	(for)

EXHIBIT A - FEDERAL REQUIREMENTS

The Subrecipient agrees to comply with all of the following requirements as listed below.

1. **Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions related to receiving awards from the United States Department of Homeland Security ("US DHS"). In particular,
 - A. Subrecipient must cooperate with any compliance review or complaint investigation conducted by US DHS.
 - B. Subrecipient must give US DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by US DHS regulations and other applicable laws or program guidance.
 - C. Subrecipient must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.
 - D. Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. Subrecipient must disclose, in a timely manner and as required by 2 CFR Part 200.113, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Failure to make required disclosures can result in any of the remedies described in § 200.338 (Remedies for Noncompliance), including suspension or debarment. (See also 2 CFR § 180 and 31 USC § 3321).
 - F. Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.
 - G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.
 - H. The Subrecipient shall not use the funds as matching funds for any other State or federal award.
 - I. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

- J. Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326.

- K. As required by 2 CFR § 200.326, in addition to all other provisions required by US DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
- L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

The United States has the right to seek judicial enforcement of these obligations.

- 2. **US DHS Standard Administrative Terms and Conditions.** FEMA requires compliance with the US DHS Standard Administrative Term and Conditions which is published and maintained on the Homeland Security website: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. Unless otherwise stated, the Subrecipient shall comply with the most current DHS Standard Terms and Conditions published at the time the Subrecipient received its award. Though not exhaustive, the Subrecipient shall comply with the following US DHS conditions:

A. Acknowledgment of Federal Funding from US DHS.

All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

B. Activities Conducted Abroad.

All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

C. Age Discrimination Act of 1975.

All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

D. Americans with Disabilities Act of 1990.

All Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12101–12213).

E. Best Practices for Collection and Use of Personally Identifiable Information ("PII").

All Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an

individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and the Privacy Impact Assessment template as useful resources respectively.

F. Civil Rights Act of 1964, Title VI.

All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), which provides that no person in the United States will, 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. Implementing regulations for the Act are found at 6 CFR § 21 and 44 CFR § 7.

G. Civil Rights Act of 1968, Title VIII.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 USC § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR § 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100, Subpart D).

H. Copyright.

All Subrecipients must affix the applicable copyright notices of 17 USC §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including federal award number) to any work first produced under Federal financial assistance awards.

I. Debarment and Suspension.

All Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 and 2 CFR § 180, which restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

J. Direct Costs.

Direct costs for planning, organization, equipment, training, exercises, personnel, travel, construction and renovation, maintenance, critical emergency supplies, and secure identification are allowable under this Grant Agreement only as described in the federal and state NOFO.

K. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, the Subrecipient must request instruction from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR Section 200.313.

L. Drug-Free Workplace Regulations.

Recipients must comply with drug-free workplace requirements in Subpart B (Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

M. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

N. Education Amendments of 1972 (Equal Opportunity in Education Act), Title IX.

All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 USC § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

O. Energy Policy and Conservation Act.

All Subrecipients must comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

P. False Claims Act and Program Fraud Civil Remedies.

All Subrecipients must comply with the requirements of 31 USC § 3729 which prohibits the submission of false or fraudulent claims for payment to the federal government. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.

Q. Federal Debt Status.

All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

R. Federal Leadership on Reducing Text Messaging while Driving.

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in

Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

S. Fly America Act of 1974.

All Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

T. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 2225a, all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC § 2225.

U. Limited English Proficiency (Civil Rights Act of 1964), Title VI.

All Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

V. Lobbying Prohibitions.

Subrecipients must comply with 31 USC § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

W. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act ("NEPA") and the Council on Environmental Quality ("CEQ") Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR § 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

Y. Non-supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Z. Notice of Funding Opportunity Requirements (NOFO).

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity ("NOFO") for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such applicable requirements set forth in the program NOFO.

AA. Patent and Intellectual Property Rights.

Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 USC § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 CFR § 401 and the standard patent rights clause located at 37 CFR § 401.14.

BB. Procurement of Recovered Materials.

Subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

CC. Rehabilitation Act of 1973.

All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 USC § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

DD. Reporting of Matters Related to Recipient Integrity and Performance.

If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

EE. Reporting Subawards and Executive Compensation.

Subrecipients, if applicable, are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

FF. SAFECOM.

All Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

GG. Terrorist Financing

All Subrecipients must comply with Executive Order 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

HH. Trafficking Victims Protection Act.

All Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act ("TVPA") of 2000, codified as amended at 22 USC § 7104. The award term is located at 2 CFR § 175.15, the full text of which is incorporated by reference.

II. Universal Identifier and System of Award Management (SAM).

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated by reference.

JJ. USA Patriot Act of 2001.

All Subrecipients must comply with requirements 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 USC §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

KK. Use of DHS Seal, Logo, and Flags.

All Subrecipients must obtain US DHS's approval prior to using the US DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LL. Whistleblower Protection Act.

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC § 2409, 41 USC § 4712 and 10 USC § 2324, 41 USC §§ 4304 and 4310.

MM. Environmental Planning and Historic Preservation.

US DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation ("EHP") review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

US DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate ("GPD") along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and US DHS/FEMA.

EXHIBIT B – ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Due to upcoming changes in use and occupancy of the building, it is necessary to implement additional Fire Alarm hardware to meet state/local building codes at the location to be used by Elections operations (302 S. Walnut St.). This request is to ratify the B-Tech Fire Alarm Proposal signed on 11 Feb 2022.

Vendor will be installing a manual fire alarm system, utilizing existing smoke detectors and some wiring. Any additional wiring required is not covered under this proposal.

New hardware will include:

Notifier 5 Zone Control Fire Panel (Qty 1)
Dual Action Pull Station (Qty. 2)
Horn/Strobes (Qty. 3)
Strobe-Low Voltage (Qty. 4)
Outdoor Horn/Strobe (Qty. 1)
Notifier Annunciator (Qty. 1)
Vista LTE/Internet AT&T Commercial Communicator (Qty. 1)

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

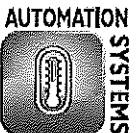
Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



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

302 Walnut Fire Alarm

19651020722

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Phone: (812) 349-2522	Fax:
Alt Contact:	Alt Phone:
E-Mail: eevans@co.monroe.in.us	

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

Job Name
302 Walnut Fire Alarm

Proposal #
19651020722

Scope of Work:

Install manual fire alarm system. Re-connect existing smoke detectors

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

B-Tech IS NOT responsible for the following:

Any 120 VAC power requirements.

Supply or installation of wire or conduit. All wire and conduit to be supplied and installed by others.

Item	
Notifier 5 Zone Control Fire Panel	1
Dual Act Pull Station	2
Horn/Strobe 2 Wire Low Voltage	3
Strobe Low Voltage	4
Outdoor Wall Horn/Strobe	1
16/2 Red Fire Wire 500ft Plenum Box	2
Notifier Annunciator	1
Vista LTE/Internet AT&T Commercial Fire Communicator	1
Labor	1

Summary of Costs



Job Subtotal:	\$4,052.23
Tax	\$0.00
Total Due:	\$4,052.23

Payment Terms

Net 25

Acceptance

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "Amy L. Linn".

Customer Acceptance

2/7/2022

Date

B-Tech Representative

2/7/2022

Date

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



ADDENDUM TO B-TECH AGREEMENT

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

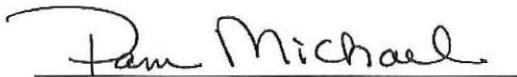
It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may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

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

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

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

B-Tech
"Contractor"


by _____

Date 2/11/22.

Board of Commissioners of Monroe County
"Board"



ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The use of intrusion alarms has been deemed appropriate for the Election operations at 302. S. Walnut St. This request is to ratify the B-Tech Security system proposal signed on 11 Feb 2022.

Work includes the installation of one - 360 deg. ceiling mounted motion sensor, two numeric keypads, one cellular communicator, and one zone panel.

B-Tech will be utilizing three existing motion sensors, existing door sensors and the attached wiring.

Any additional wiring required is not covered under this proposal.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



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

302 Security

19652020722

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

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

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B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Phone: (812) 349-2522	Fax:
Alt Contact:	Alt Phone:
E-Mail: eevans@co.monroe.in.us	

Job Name
302 Security

Proposal #
19652020722

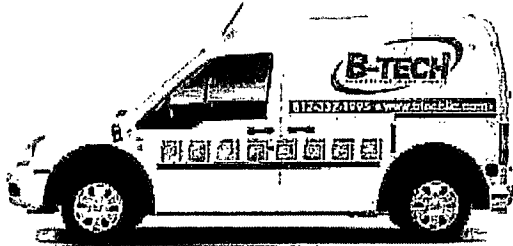
Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Sales Rep	Terms
	Net 25

Scope of Work:

Reuse 3 existing motion detectors and door contacts
Reuse existing cabling
Install new motion in ballot room
Install keypad for 2nd partition in ballot room

Item	
70 D 360* Ceiling Motion Tri-Tech	1
Vista 20 Expand 8 Zone Series Panel	1
Alpha Keypad RF	1
Alpha Keypad 6160	1
LTE 4G Cellular Communicator AT&T	1
Labor	1

Summary of Costs

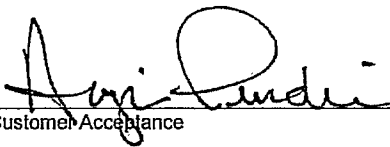


Job Subtotal: \$1,206.21
Tax \$0.00
Total Due: \$1,206.21

Payment Terms

Net 25

Acceptance


Customer Acceptance

2/7/2022

Date

B-Tech Representative

2/7/2022

Date

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



ADDENDUM TO B-TECH AGREEMENT

1. **Worker's Compensation.** B-Tech ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
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3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
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IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

B-Tech
"Contractor"

Sam Michael

by

Date 2/11/22

Board of Commissioners of Monroe County
"Board"

Angi Lundy

ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

For all scopes of work related to Fire and security implementations at Election operations located 302. S. Walnut, additional wiring will be required. This request is to ratify the B-Tech Wiring proposal signed on 11 Feb 2022.

Fire Alarm wiring \$600.00
Access Control wiring \$800.00
Camera System wiring \$650.00
Security System wiring \$450.00

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



SAFETY



ALARM



SYSTEMS



SYSTEMS



CONTROL



SYSTEMS



SYSTEMS



SERVICE

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

302 S Systems Wiring

19653020722

812-332-1995 • www.btechllc.com

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

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

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

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

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



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Phone: (812) 349-2522	Fax:
Alt Contact:	Alt Phone:
E-Mail: eevans@co.monroe.in.us	

Job Name
302 S Systems Wiring

Proposal #
19653020722

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

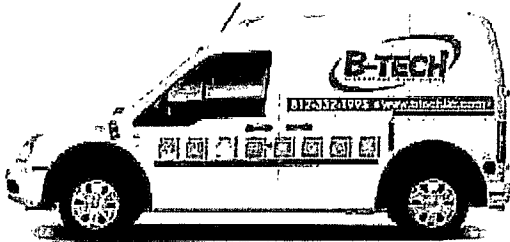
Scope of Work:

Install cabling for:

Fire Alarm System
Access Control System
Camera System
Security System

Item	Quantity	Amount
Wire Fire Alarm	1	\$600.00
Wire Access Control	1	\$800.00
Wire Camera System	1	\$650.00
Wire Security System	1	\$450.00

Summary of Costs

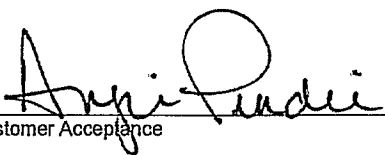


Job Subtotal: \$2,500.00
Tax \$0.00
Total Due: \$2,500.00

Payment Terms

Net 25

Acceptance


Customer Acceptance

2/7/2022

Date

B-Tech Representative

2/7/2022

Date

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



ADDENDUM TO B-TECH AGREEMENT

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

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

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

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

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

B-Tech
"Contractor"

Sam Michael
by

Date 2/11/22

Board of Commissioners of Monroe County
"Board"

Angi Rendi

ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The location (302 S. Walnut) that will be used for Election operations purposes, does not currently have any form of video camera equipment or recording system. This request is to ratify the B-Tech Camera System proposal signed on 11 Feb 2022.

Work includes the installation of cameras covering all four sides of the building and entries, camera installation for ballot room, and the installation of a camera recording system.

New Hardware will include:

Exacq NVR Recorder 4TB (Qty. 1)
4MP Dome Cameras (Qty. 5)
PanoVu 180 Degree Camera (Qty. 1)

Any additional wiring required is not covered under this proposal.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



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

Camera System

19649020722

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@blechllc.com

Proposal

Service Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Phone: (812) 349-2522	Fax:
Alt Contact:	Alt Phone:
E-Mail: eevans@co.monroe.in.us	

Job Name
Camera System

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

Proposal #
19649020722

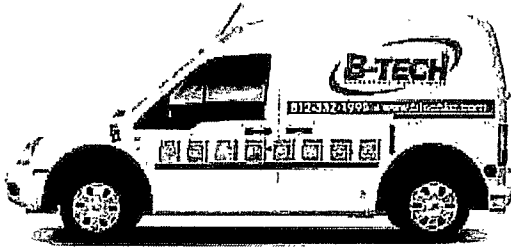
Scope of Work:

Camera System
 (5) Outdoor cameras covering all 4 sides and entry
 (1) camera in ballot room
 Install NVR Video recorder with (4) terabit drive with max camera connection of 16
 High-speed network required for remote viewing
 I-Phone app available from I store
 The system will be protected with a UPS battery back
 This option has onsite storage only.

Customer to provide all 120v power
 If drywall damage is required, the repair of the drywall is not included
 Conduit / exposed wire will be used where required.

Item	
Exacq 4TB Drive (Professional Licenses)	1
4MP IP Dome Camera 2.8MM IP67	5
PanoVu 180 Degree Camera	1
Single IP Camera License	2
Labor	1

Summary of Costs




Job Subtotal: \$7,637.77
Tax \$0.00
Total Due: \$7,637.77

Payment Terms

Net 25

Acceptance


Customer Acceptance

2/7/2022

Date

B-Tech Representative

2/7/2022

Date

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



ADDENDUM TO B-TECH AGREEMENT

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

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

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

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

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

B-Tech
"Contractor"

Sam Michael
by

Date 2/11/22

Board of Commissioners of Monroe County
"Board"

Angi Rindie

ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 02/16/22 Formal ☒ Work session ☐ Department Health

Title to appear on Agenda: Approval of Health Department advertising agreement Vendor #

Executive Summary:

The Monroe County Health Department has utilized various types of advertising including NCM, movie related ads. The most recent have focused on COVID prevention and vaccine.

This request to to renew the agreement for ads to run in 2022.

Promotional funds are in the health fund budget and will be used to cover these costs. The budget has \$20,000 appropriated.

It would be possible for the dept. to use some grant funds if ads were changed to address topics specific to those grants.

Fund Name(s):	Fund Number(s):	Amount(s)
Health	1159	up to \$20,000

Presenter: Penny Caudill

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Baker, Lee



The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows

Advertiser: Monroe County Health Department Contact: Penny Caudill	Billing: Monroe County Health Department	NCM Account Director: Kimber McElhinney Phone: +1 (317) 938-8499 Email: Kimber.McElhinney@ncm.com
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Order: 2201-0286-001

2022 Renewal

ONSCREEN

Segment 2 CPT - on screen

2201-0286-001-004

Period: 02/21/2022-05/22/2022

Weeks: 13

Duration: 30

Total weeks: 13

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate [CPT]	Net Media
609244	AMC6081	Bloomington 12	BLOOMINGTON, IN	12	\$165.66	\$2,153.60
609244	AMC6083	Bloomington 11	BLOOMINGTON, IN	11	\$82.42	\$1,071.40

LEN

LEN CPT - LEN

2201-0286-001-002

Period: 02/21/2022-05/22/2022

Weeks: 13

Duration: 30

Total weeks: 13

LEN Pods: 2

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate [CPT]	Net Media
609244	AMC6081	Bloomington 12	BLOOMINGTON, IN	12	\$0.00	\$0.00
609244	AMC6083	Bloomington 11	BLOOMINGTON, IN	11	\$0.00	\$0.00

DIGITAL

Noovie Audience Accelerator OTT Local - OTT CTV

2201-0286-001-003

Period: 02/21/2022-05/22/2022

Weeks: 13

Total weeks: 13

Digital Unit: 16:9 aspect ratio, 640x360-1920x1080, :15 or :30 sec

Digital Targeting: NCM Moviegoer

DIGITAL

	Creative #	Impressions	Net Rate	Net Media
	609245	48,674	\$41.09	\$2,000.00

FOOTNOTES

Comments & Special Instructions:	Total Media	\$5,225.00
	Creative/Media Services	\$775.00
	Production	\$0.00
Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.	Total Due	\$6,000.00

By Advertiser (or Agency, if applicable) signing below, Advertiser agrees to purchase the Advertising described in this Order, which is subject to the NATIONAL CINEMEDIA, LLC Standard Media Terms and Conditions available at <https://ncm.com/mediatermsandconditions>.

Advertiser Signature:

Date: National CineMedia, LLC

Date:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 02/16/22

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda:

E & B Paving, LLC Agreement for Karst
Farm Greenway - south segment, gate &
excavation

Vendor # 24397

Executive Summary:

In January 2022, DNR communicated to Monroe County Parks & Recreation (MCPR) that farm gate located on sheet 4 of 35, STA 105+60 (+/-) and waterway excavation under trail bridge #4 located on sheet 13 of 35 are not Next Level Trails grant eligible, therefore MCPR is strongly recommending that Monroe County pay from GO Bond 4810 to instal the farm gate and to excavate the waterway under bridge #4.

The farm gate and waterway excavation is needed to keep farm animals from accidently wandering onto the Greenway and to keep trail users on the Greenway.

Fund Name(s):

GO Bond

Fund Number(s):

4810-47151

Amount(s)

No to Exceed
\$4,200.00

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

812-320-0963

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Schilling, David

Agreement for Services

This Agreement for Construction Services is made and entered into between E & B Paving, LLC ("Contractor") and the Monroe County Board of Commissioners (Monroe County). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to install one farm gate and excavate under bridge #4 on the Karst Farm Greenway south segment. The following terms shall apply:

1. **Scope of Project, Price, and Expiration Date.** The Contractor shall install one farm gate at STA 105+60 (+/-) and excavate waterway under bridge #4. See Exhibit "A" for project locations. Exhibit "A" is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement shall not exceed Four Thousand Two Hundred dollars (\$4,200.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

The Contractor shall complete the construction services identified in this Agreement before September 1, 2022.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran

– or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

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

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
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 in two counterparts, each of which shall be deemed an original.

JEFF OOLEY
Print Name
Representative of E & B Paving, LLC

[Signature]
Signature
Representative of E & B Paving, LLC

2-9-2022
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2022, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

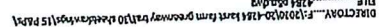
Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor



GENERAL NOTES

Original Form was not available.
 Confirmed by Mr. Anderson, Chief,
 Reliability and Security, dated 2/27/74 by memo and T in bottom of the
 first column and 2 in all other pages indicated.
 Where new work is to be done to do with the Contractor and check
 conditions and conditions in the past, and report any terms of
 compliance to the Director and assume responsibility for the
 conditions and if the new part is to be done.

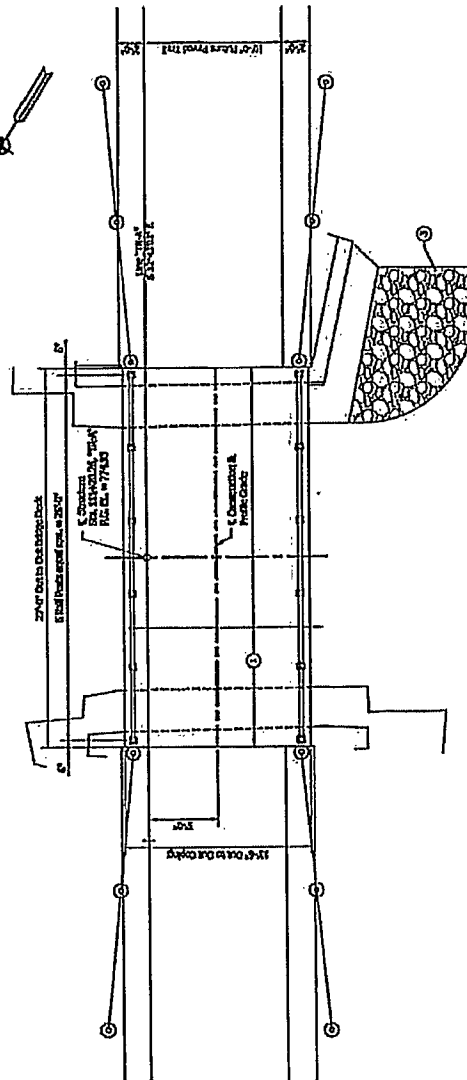
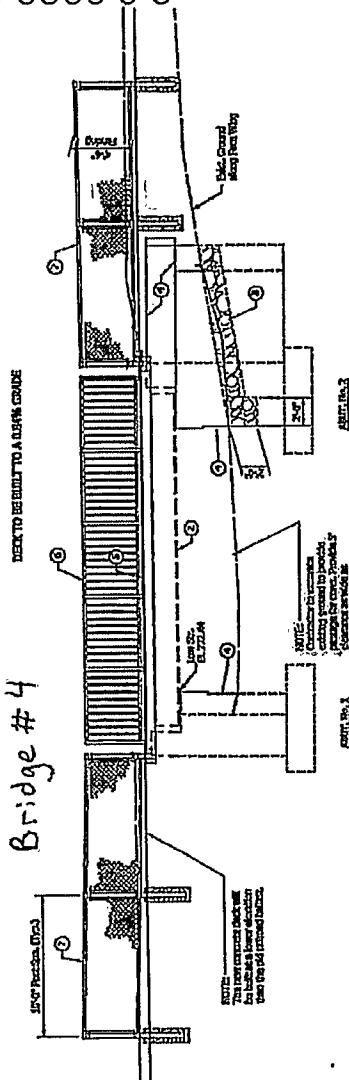
DESIGN DATA

DESIGN LOADS: Actual working load 55 psf for future working surface.
DESIGN STRENGTHS: 6000 psi concrete, 40 ksi steel, 100% compaction.

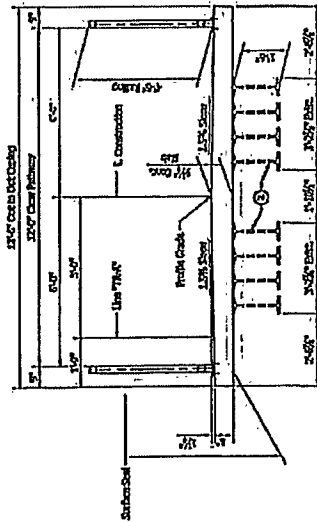
CONCRETE:
 Concrete T: TC = 4,000 psi
 Concrete B: TC = 3,500 psi
 REINFORCING STEEL:
 Grade 60 fy = 60,000 psi

LEGEND

- ⑤ Remove ceiling rubber seal below each end support. Remove it as opposed to pull.
- ⑥ Clean and patch ceiling beams as needed.
- ⑦ Install 1" x 4" Replacement Ceiling over Old Ceiling at Section 7 (Fig. 3).
- ⑧ Repeat the above steps as noted on item 9.
- ⑨ Install additional concrete deck, *if needed* (provide the steel web and carry load to support a concrete deck).
- ⑩ Reinstall ceiling joists in 50 beams to be replaced and for remaining walls. Ceiling joists must meet ASNT safety requirements.
- ⑪ Install chain link fence for replacement rail, 40' height in bridge.



TYPICAL SECTION
SECTION 1201 - 1202



REINFORCED CONCRETE DECK ON I-BEAMS
1 SPAN @ 26'-4"
12'-0" CLEAR PATHWAY SKEW: SQUARE
MONROE COUNTY

[illegible]

KARST FARM TRAIL
PHASE 2
GENERAL PLAN - BRIDGE
#4

FFA Records DESIGN DIVISION	MAINT COST	MAINT. EXP.	MAINT.
		MAINT. FOR	MAINT.

RECEIVED
FEBRUARY 1964

DEPT. OF
COMMERCE

RECEIVED
FEBRUARY 1964

DEPT. OF
COMMERCE



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 02/16/22

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Change Order for E & B Paving, LLC,
Karst Farm Greenway south segment

Vendor # 24397

Executive Summary:

Change Order No. 1

1. & 2. DNR requires the deletion of Excavation Waterway and Farm Fence STA 105+60.
3. Monroe County Parks & Recreation recommends to add Farm Gate STA 122+00
4. County Highway Engineer recommends to have a Deductive Pay Value Engineering (Bridge Pilings).

Original Agreement: \$957,600

Change Order Deductions: \$40,000

Fund Name(s):

Next Level Trails (Parks Non-Reverting)

Fund Number(s):

9107-30006-0000

Amount(s)

-\$40,000.00

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

812-320-0963

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed: Schilling, David

Change Order

No. 1

Date of Issuance: February 2, 2022 Effective Date: _____

Project: <u>Karst Farm Greenway - South Segment</u>	Owner: <u>Monroe County Board of Commissioners</u>	Owner's Contract No.: _____
Contract: <u>Agreement Between Owner And Contractor For Construction Contract (Stipulated Price)</u>		Date of Contract: <u>Jan 26, 2022</u>
Contractor: <u>E&B Paving, LLC., 2520 W. Industrial Park Drive, Bloomington IN 47404</u>		Engineer's Project No.: <u>BRCJ-10810</u>

The Contract Documents are modified as follows upon execution of this Change Order:

1. Delete the total bid quantity (5 CY) for the following Pay Item: #8 Excavation Waterway, 5 CY, \$200/CY	Subtotal deducted from contract: (\$1,000.00)
2. Delete quantity one (1) EACH, Pay Item #14 Fence Gate, Farm Field, 47in x 12ft, \$3200/EACH Location: STA 105+80 (+/-) Plan Sheet 4 of 35	Subtotal deducted from contract: (\$3,200.00)
3. Add quantity one (1) EACH, Pay Item #14 Fence Gate, Farm Field, 47in x 12ft, \$3200/EACH Location: STA 122+00 (+/-) Plan Sheet 6 of 35	Subtotal added to contract: \$3,200.00
4. Add to contract: Deductive Pay Item #61 Value Engineering - Bridge Pillings, \$39000 LUMP SUM	Subtotal deducted from contract: (\$39,000.00)
TOTAL VALUE of above changes	(\$40,000) deducted from contract

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$957,600.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. _____ to No. _____: \$ _____	Increase from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$957,600.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____
Decrease of this Change Order: <u>\$(40,000.00)</u>	Increase of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$917,600.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>120</u> Ready for final payment (days or date): _____

ACCEPTED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>02-02-2022</u>	Date: _____	Date: <u>2-2-2022</u>
Approved by Funding Agency (if applicable): <u>N/A</u>		Date: _____

Engineer's Supplemental Instructions

This form takes the place of AIA Document G710-2017

PROJECT:

Karst Farm Greenway
South Segment
Monroe County, Indiana

CONTRACT INFORMATION:

Contract For: General Construction
Date: Jan 26, 2022

ESI INFORMATION:

ESI Number: 2
Date: Feb 1, 2022

OWNER:

Monroe County Commissioners

ENGINEER:

Bledsoe Riggert Cooper James
1351 West Tapp Road
Bloomington, Indiana 47403

CONTRACTOR:

E&B Paving, LLC
2520 W Industrial Park Drive
Bloomington, Indiana 47404

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. This document does not constitute an Owner approved change in Contract Sum or Contract Time. Contractor shall provide a quotation for Owner approval prior to proceeding with any work that may result in a change to the Contract Sum or Contract Time.

DESCRIPTION:

Remove from project scope, as indicated on sheet 4 of 35, STA 105+60 (+/-): *"Fence Gate, Farm Field 47 in x 12 ft"*

Remove from project scope as indicated on sheet 13 of 35: *"Note: Contractor to excavate existing ground to provide passage for cows. Provide 5' clearance as wide as possible."*

Please Provide an itemized quotation for the value of the items noted above to be credited to the construction contract.

ATTACHMENTS:

None.

ISSUED BY THE ENGINEER:

Bledsoe Riggert Cooper James
Engineer



Andrew E. Knust, P.E.
SIGNATURE

February 1, 2022
DATE

Engineer's Supplemental Instructions

This form takes the place of AIA Document G710-2017

PROJECT:

Karst Farm Greenway
South Segment
Monroe County, Indiana

CONTRACT INFORMATION:

Contract For: General Construction
Date: Jan 26, 2022

ESI INFORMATION:

ESI Number: 1
Date: Jan 31, 2022

OWNER:

Monroe County Commissioners

ENGINEER:

Bledsoe Riggert Cooper James
1351 West Tapp Road
Bloomington, Indiana 47403

CONTRACTOR:

E&B Paving, LLC
2520 W Industrial Park Drive
Bloomington, Indiana 47404

The Work shall be carried out in accordance with the following supplemental Instructions issued in accordance with the Contract Documents. This document does not constitute an Owner approved change in Contract Sum or Contract Time. Contractor shall provide a quotation for Owner approval prior to proceeding with any work that may result in a change to the Contract Sum or Contract Time.

DESCRIPTION:

Per Contractor request, the project designer - VS Engineering - recommends core drilling into bedrock and setting bridge piles in concrete in lieu of driving piles into bedrock. Please provide a lump sum unit price associated with the following bid item to be added as a credit to the contract:

Bid Item No. 61: Value Engineering - Bridge Pilings

Bid Item No. 61 will account for the total reduction in project cost, including labor and equipment (e.g. Crane, Pile Hammer) and materials. All other bid items and unit costs to remain per original bid and construction contract.

Replace Special Provision SP20 "Piles and Pile Driving" with the following:

BRIDGE PILES:

Piles shall be core-drilled into bedrock, 24" diameter, 5 feet below the top of competent rock elevation. A 1/2" steel plate flange shall be welded to the H-pile 18" below top of rock, prior to backfilling with 4,000 psi concrete. Refer to attached detail.

ATTACHMENTS:

Sketch - H Pile Flange

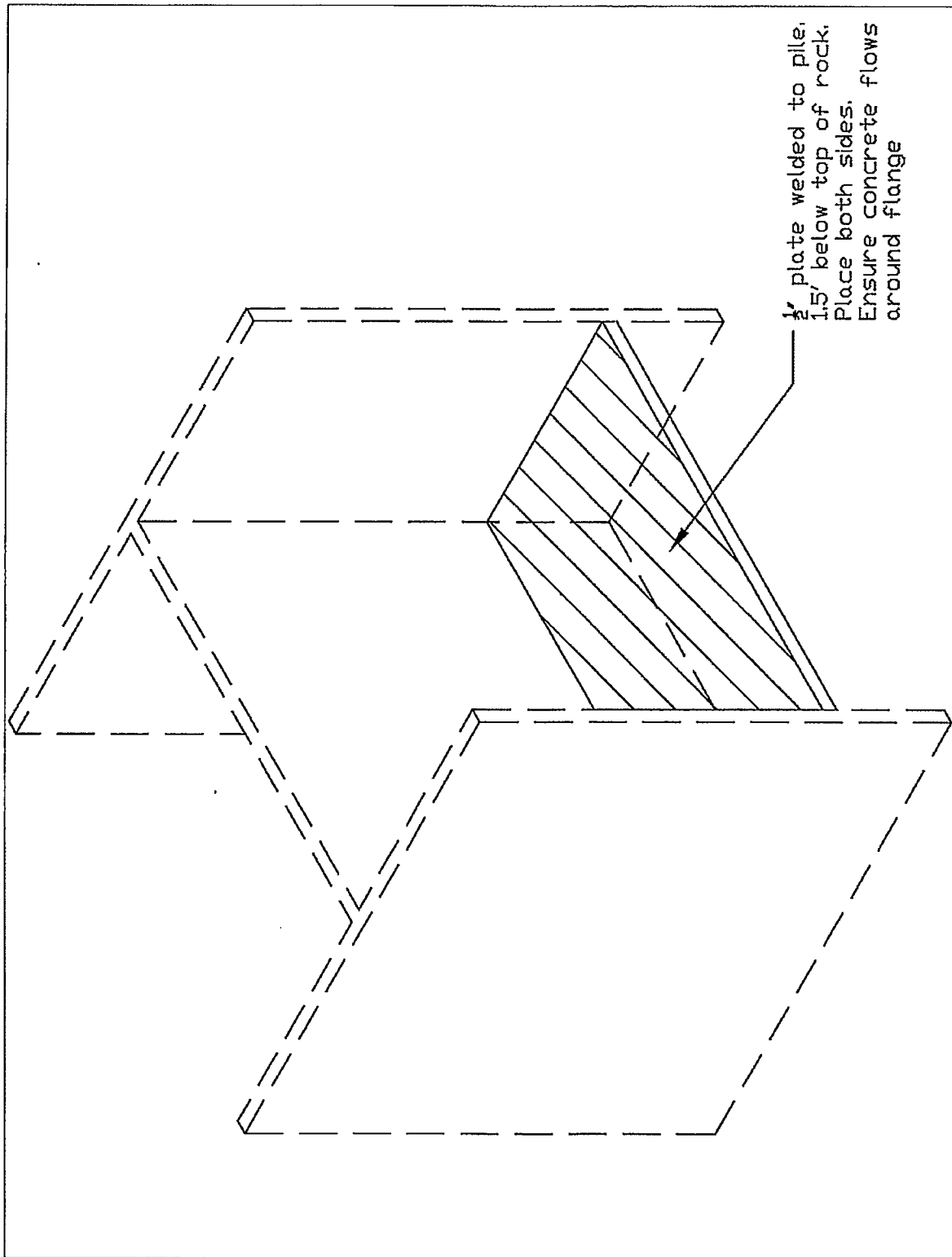
ISSUED BY THE ENGINEER:

Bledsoe Riggert Cooper James
Engineer



Andrew E. Krust, P.E.
SIGNATURE

January 31, 2022
DATE





Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County, Indiana American Rescue Plan Act Policy-Revision 2

Background:

Coronavirus 2019 (COVID-19) has caused the disruption of life in the US, social distancing, mass business closing, schools incorporating remote learning, reduced travel, and loss of jobs. While it is hard to imagine that anyone in Monroe County has not been affected by the Pandemic, specific populations and particular County funding streams have been more acutely affected than others.

The Federal Government has provided funding for local governments, including Monroe County, which can be used for the following purposes:

- Respond to or mitigate the public health emergency with respect to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality. These examples are intended to clarify congressional intent that these activities are eligible. However, state and local activities are NOT limited only to these activities.
- Provide government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency.
- Make necessary investments in water, sewer, or broadband infrastructure.
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work.

Purpose:

The Purpose of this policy to state the priorities for using the County's allotted funds. This plan may be expanded or contracted by the Board of County Commissioners at any time prior to County Council appropriation and either expenditure or commitment of the funds appropriated, it represents the current priorities.

Priorities:

These priorities are proposed to be funded, pending Council approval and proper agreements, if necessary.

1. **Revenue Replacement:** The County shall determine the revenue impact as directed by the US Department of Treasury Final Rule for all years through the ARPA period. The County Commissioners directed Financial Solutions Group (FSG) to determine the base amount as directed in the Rule, and calculate the revenue difference for 2020 the amount of revenue loss. The total loss for that year was calculated to be \$2,465,587.85. The Auditor's office has review the work and these numbers has reported to the County Commissioners and County Council. The Cost of this calculation, and additional work within the FSG agreement that is eligible for ARPA funding is included in this plan. Calculations shall continue through the ARPA period.
2. **Housing Insecurity Initiative Funding.** As a result of that collaboration the Heading Home 2021 plan was created to serve as a community guide to support long-term initiatives in reducing and eliminating regional housing insecurity and homelessness in Monroe County. This letter of support from the Board of Commissioners and the County Council provides for the advancement of the strategies in the plan. The funding necessary provides for program design and consulting, program implementation, and seed money for sustainability. ARPA funding for program design, consulting, and program implementation.
3. **Incentive of \$1,000 per full time employee and \$500 per part time employee for COVID-19 full vaccination (not including boosters) and the provision of proof of such vaccination to the County.**
4. **Use of funding for the organization and project visioning for the negative impacts caused by the COVID-19 Emergency, as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by**

the County. The County shall enter into a contractual agreement for a Criminal Justice Response Coordinator whose role is to assist the government of Monroe County in review and, where appropriate, implantation of the recommend programs, services, policies, procedures, and internal function of our Criminal Justice system as provided by the RJS Justice Services and Inclusivity Strategic Consulting Reports. With a focus on reviewing community resources necessary to divert individuals from the Criminal Justice System or transition individuals once released from the Criminal Justice System, based on the Sequential Intercept Model. The impact of this work is expected to help those groups of people who have felt an increase negative impact due to the COVID-19 pandemic.

5. Use of funding to improve public infrastructure to support the construction of the Brine System at the Highway Garage. The Brine system will not only promote public safety, but is shown to reduce harmful run off caused by our current winter weather implementation systems and will have reduce pollutants in the storm water system.

These are priority area for review for potential use of ARPA funding:

1. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding as it relates community gaps demonstrated in the Criminal Justice Study recently conducted by the County.
2. Public works infrastructural needs include funding for additional maintenance of roadways, especially repaving, and storm water projects.
3. The County applied for grants for approximately \$6 Million in storm water projects. The Granting agency indicated that it would prefer the matching funds to be ARPA funds.
6. Support for public transportation.
7. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support for local working families, including child care.
8. Respond to the negative impacts caused by the COVID-19 Emergency, particularly funding to support the elder population
9. Respond to the negative impacts caused by the COVID-19 Emergency, supporting Public Health Initiatives, including mental health.
10. Support for the tourism industry, including support operation and capital improvements for the current convention center area.
11. Expand Broadband services.
12. Incentive for employees who choose to receive a COVID19 vaccine and are willing to voluntarily provide verification. Include incentives for vaccine-eligible county residents living in county employees household, also with voluntary verification.
13. Funding for assistance to first responders, law enforcement, health providers, and teachers.

Adopted this _____ day of _____, 2021.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Member

Penny Githens, Member

ATTEST: _____, 2021

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This is to update Monroe County Code books with recent additions and changes to the Monroe County Code.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

RESOLUTION 2022-04

A resolution to approve the codification of an updated version of the Monroe County Code.

WHEREAS, the Board of Commissioners of Monroe County, Indiana (“Board”) possess the authority to pass ordinances and to adopt and maintain a complete, simplified code of the general and permanent ordinances of Monroe County, Indiana;

WHEREAS, the Board acting in concert with the Council, exercised that authority by adopting the Monroe County Code (“Code”) in May of 1983;

WHEREAS, in July of 1997, the Board, acting in concert with the Council, adopted a revised version of the Code (“1997 Code”) and established the goal of updating the 1997 Code at least semi-annually;

WHEREAS, the Board has updated the 1997 Code through the adoption of Ordinance 98-03, 98-29, 98-47, 99-09, 99-37, 2000-01, 2000-48, 2001-23, 2002-07, 2002-51, 2003-38, and Resolution 2003-47, 2004-08, 2004-20, 2005-09, 2005-35, 2006-20, 2006-61, 2007-40, 2007-65, 2008-37, 2009-06, 2010-07, 2011-01, 2011-40, 2012-05, 2012-22, 2013-05, 2013-09, 2014-08, 2015-11, 2015-26, 2016-14, 2017-3, 2017-44, 2018-17, 2021-13; and,

WHEREAS, an additional update (“Update”) of the 1997 Code, which incorporates the general and permanent ordinances of Monroe County that have been adopted between the dates of December 11, 2019 and December 8, 2021 has been prepared and is now submitted to the Board;

NOW THEREFORE, it is resolved by the Monroe County Commissioners that the Update shall be, and hereby is, approved and that the Code is amended as set forth in the following sections:

Section 1. The following Monroe County Code Chapters, attached hereto as Exhibit A, have been revised to reflect the corresponding general and permanent Monroe County Ordinances and are hereby approved as to form and content by the Board:

<u>Code Chapter</u>	<u>Ordinance</u>
Chapter 115, Violations & Penalties.....	Ordinance 2021-39A
Chapter 206, Official Monroe County Website & Internet Publication ...	Ordinance 2021-28
Chapter 207, Cybersecurity Incident Reporting.....	Ordinance 2021-30
Chapter 225, Environmental Commission.....	Ordinance 2020-39
Chapter 270-8, Plat Book Maintenance Fund.....	Ordinance 2020-02
Chapter 270-68, Seized Asset Funds.....	Ordinance 2020-12
Chapter 270-70, Juvenile Per Diem Fund.....	Ordinance 2021-50
Chapter 270-73, Veteran’s Affairs Donation Fund.....	Ordinance 2020-32
Chapter 270-74, American Rescue Plan Act Fund.....	Ordinance 2021-19
Chapter 285, Election Districts.....	Ordinance 2021-56
Chapter 307, Emergency Health Order Enforcement Action Appeal Proc..	Ordinance 2021-20

Chapter 366, Private Water Wells.....	Ordinance 2021-21
Chapter 450, Emergency Management.....	Ordinance 2021-09
Chapter 453, County Road Winter Weather Travel Notices & Emergen....	Ordinance 2021-09
Chapter 457, Monroe Co. Criminal Justice Response Committee.....	Ordinance 2021-31
Chapter 755, Use of and Work Within a County Right-of-Way.....	Ordinance 2020-31
Chapter 766, Storm Water System Fee & Fund.....	Ordinance 2021-02
Chapter 766, Storm Water System Fee & Fund.....	Ordinance 2021-03
Chapter 801, Definitions.....	Ordinance 2021-43
Chapter 802, Zoning Ord. – Zones & Permitted Uses.....	Ordinance 2021-15
Chapter 802, Zoning Ord. – Zones & Permitted Uses.....	Ordinance 2021-37
Chapter 807, Zoning Ord. – Signs.....	Ordinance 2021-43
Chapter 813, Zoning Ord. – Conditional Uses.....	Ordinance 2021-38
Chapter 815, Zoning Ord. – Site Plan Review.....	Ordinance 2021-57
Chapter 818, Zoning Ord. – Permit, Certificate, & Approval Revocation..	Ordinance 2021-17
Chapter 830, Zoning Ord. – Landscaping – Commercial & Industrial.....	Ordinance 2021-16
Chapter 833, Zoning Ord. – Admin. Additions to Former City Juris.....	Ordinance 2021-14

Section 2. The Monroe County Code Inventory of Ordinances section, which is attached hereto as Exhibit B and which has been revised to reflect the adoption and/or renumbering of the general and permanent Monroe County Ordinances that are cited in Section 1 above, is hereby approved as to form and content by the Board.

Section 3. The Monroe County Code Index, which is attached hereto as Exhibit C and which has been revised to reflect the revisions approved above, is hereby approved as to form and content by the Board.

Section 4. The Monroe County Code Amending Ordinances and Chapter Amendments appendices which are attached hereto as Exhibit D and which have been revised to reflect the revisions approved above, are hereby approved as to form and content by the Board.

Section 5. The Monroe County Legal Department is hereby directed to update and make current all Monroe County Code references to statutes, laws, rules, regulations, and meeting dates, and to correct all misspellings and scrivener's errors found in the Monroe County Code, without express enumeration herein, and to print out corrected pages for insertion into the Monroe County Code all without further action by the Board.

Section 6. The Monroe County Legal Department is hereby directed to print copies of the Monroe County Code revisions that are approved above and to provide, upon request, at least one copy of the revisions, without cost, to any Monroe County Government office or department and to the following governmental entities: Monroe County Public Library; Indiana University Main Library; Town of Ellettsville; and Town of Stinesville.

Passed and Adopted this ____ day of _____, 20____, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice-President

Penny Githens, Vice-President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor