



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' HYBRID MEETING AGENDA

Wednesday, May 25, 2022 at 10:00 am

Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<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 least 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 GITHENS

3. DEPARTMENT UPDATES

Health – Penny Caudill

Technical Services – Eric Evans

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

5. APPROVAL OF MINUTES

May 18, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – May 25, 2022

7. REPORTS **13**
Treasurer’s – April 2022

8. NEW BUSINESS

A. INDIANA DEPARTMENT OF HEALTH GRANT AGREEMENT FOR LOST TO CARE PROGRAM **15**
Fund Name: Lost to Care
Fund Number: 8163
Grant Amount: \$17,925
Presenter: Penny Caudill

The Monroe County Health Department (MCHD) has received the grant agreement for the Lost to Care program. The grant cycle is April 1, 2022 - March 31, 2023. This funding is to identify people who have left medical care for some reason and reconnects them to services. The MCHD partners with IUH, Positive Link to provide this service and not duplicate efforts.

B. INDIANA FAMILY HEALTH COUNCIL GRANT AGREEMENT FOR TANF **43**
Fund Name: TANF
Fund Number: 8150
Grant Amount: \$82,077
Presenter: Penny Caudill

The Monroe County Health Department (MCHD) has received the TANF (Temporary Assistance to Needy Families) award agreement to fund Futures clinic through September 2022. These funds are received annually as part of the Title X (ten) program to support the family planning services offered in the clinic. This award is for \$82,077. Additional Title X funding is pending.

C. MOA WITH LIGHTHOUSE CHRISTIAN SCHOOL AND RICHLAND BEAN BLOSSOM COMMUNITY SCHOOL CORPORATION **71**
Fund Name: CoAg Supplemental Workforce
Fund Number: 8111
Grant Amount: \$51,638.60
Presenter: Penny Caudill

The Monroe County Health Department opted to use CoAg grant funding for direct support to schools. These funds are for COVID-19 response and immunization. These agreements are funded by the CoAg (school) grant that runs from July 1, 2021 through June 2022. The following schools have submitted signed MOAs and attestations for compliance of regulations during the grant cycle. Each school is working on the deliverables; has submitted the requested assessment and named a liaison. Lighthouse Christian and Richland Bean Blossom Community School Corporation (RBBCSC).

D. ALEXANDER MEMORIAL HISTORICAL LIMESTONE STORAGE AGREEMENT 132
Presenter: Jeff Cockerill

The County has restored the Alexander Memorial. Mr. Cassady has agreed to move and store the four larger limestone blocks as a donation to the County.

E. LEDGE WALL PROPERTY PURCHASE AGREEMENT 135
Fund Name: 2019 GO Bond
Fund Number: 4812
Amount: \$640,000
Presenter: Jeff Cockerill

The County is interested in purchasing some land that was former Quarried property. The long-term goal is for this to be an economic development project, which educates the community on Monroe County's history. This property is just under 70 acres and is adjacent to I-69 and State Road 46. The County had previously purchased many of the lots immediately north of the property.

F. RATIFICATION OF AMERICAN REC SERVICES LLC AGREEMENT 141
Fund Name(s): County General and Non-reverting Parks Contractual
Fund Number(s): 1000-30006-0803 and 1179-30006-0000
Presenter: John Robertson

The 3,000 - 3,5000 gallon underground water tank for the Karst Splash Pad has a crack in the molded fiberglass. The Splash Pad cannot open with this problem. The company that we purchased the tank from is working with Park Superintendent, Andy French, to come up with a solution to correct the problem.

G. INDOT COMMUNITY CROSSING MATCHING GRANT AWARD AGREEMENT 146
Fund Name: Motor Vehicle Highway
Fund Number: 1176
Amount: \$152,034.25
Presenter: Lisa Ridge

This agreement is for the Community Crossing Matching Grant January call awarded project. The project is paving on Rockport Road, Rockeast Road to Popcorn Road. Bids were opened on May 16, 2022 for the award. The project will be completed in 2022.

H. AWARD COMMUNITY CROSSING MATCHING GRANT PROJECT PAVING PROJECT TO E&B PAVING, LLC 159
Fund Name: Motor Vehicle Highway
Fund Number: 1176
Amount: \$299,000
Presenter: Lisa Ridge

Monroe County Highway representatives opened sealed bids on May 16, 2022 at 2:00pm. The lowest, most responsible and responsive bid was from E&B Paving, LLC. The paving project, Rockport Road, 2.95 miles, from Rockeast Road to Popcorn Road, was awarded a Community Crossing Matching Grant and

therefore it is a 50/50 split cost between INDOT and Monroe County. The paving will be completed in 2022.

- I. AWARD E&B PAVING, LLC VARIOUS PAVING PROJECTS** **172**
Fund Name: Motor Vehicle Highway
Fund Number: 1176
Amount: Approximately \$1,450,000 (depending on tonnage/mileage)
Presenter: Lisa Ridge

Monroe County Highway representatives opened sealed bids on May 16, 2022 at 2:00pm. The lowest, most responsible and responsive bid was from E&B Paving, LLC. The bids are accepted with per ton costs. The following roads were submitted:

Getty's Creek Road, Mt. Gilead Road to SR 46
Old Myers Road, Boltinghouse Road to Old SR 37 North
Little Horse Road, Old Meyers Road to dead end
Delap Road, Woodall to 2600 of Delap Road
Woodall Road, Delap Road to bridge at the bottom of the hill
Lentz Road, Earl Young Road to cul-de-sac, plus additional cul-de-sac
Nehrt Road, Lentz Road to Robinson Road
Four Boys Trail, Nehrt Road to cul-de-sac
Fox Chase Subdivision
North Shore Drive, Anderson Road to Brown County Line

- J. INDOT AGREEMENT FOR VERNAL PIKE CONNECTOR ROAD** **186**
Fund Name: Vernal Pike Connector Road
Fund Number: 8165
Amount: \$7,088,000
Presenter: Lisa Ridge

This agreement is for the construction of the Vernal Pike connector road and bridge from Vernal Pike to Profile Parkway. The total federal funds for this project is \$7,088,000. The agreement was presented to the RDC Board on May 18, 2022.

- K. ORDINANCE 2022-13; RICE REZONE** **206**
Presenter: Anne Crecelius

The Monroe County Zoning Ordinance is amended to rezone one (1) 24.54 +/- acre parcel in Section 17 of Bloomington Township at 1725 W Lancaster DR (parcel #: 53-05-17-300-018.000-004) from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR).

- L. ORDINANCE 2022-14; HINKLE REZONE** **224**
Presenter: Tammy Behrman

The request is to amend the Monroe County Zoning Map to rezone two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011) from Agriculture/Rural Reserve (AG/RR) to General Business (GB).

M. ORDINANCE 2022-15; HINKLE HISTORIC PRESERVATION OVERLAY

Presenter: Tammy Behrman

The request is to amend the Monroe County Zoning Map to add the Historic Preservation Overlay to a 1080 SF barn on two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011).

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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' HYBRID MEETING SUMMARY MINUTES Wednesday, May 18, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

Julie Thomas, President - Present, **In Person**
Penny Githens, Vice President - Present, **In Person**
Lee Jones, **Not Present**

Staff

Angie Purdie, Commissioners' Administrator – Present, **In Person**
Jeff Cockerill, Legal Counsel – Present, **In Person**

1. **CALL TO ORDER BY COMMISSIONER THOMAS** **10:05 am**

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS** **10:05 am**

3. **DEPARTMENT UPDATES** **10:06 am**
Health – Penny Caudill
Airport – Carlos Laverty

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** **10:17 am**

None

5. **APPROVAL OF MINUTES** **10:18 am**
May 11, 2022

Githens made motion to approve. Thomas seconded.
Thomas called for Voice Vote.
Motion carried, 2-0, Unanimously

6. APPROVAL OF CLAIMS DOCKET 10:18 am

Accounts Payable – May 18, 2022
Payroll –May 20, 2022

Githens made motion to approve. Thomas seconded.

No Public comment.

Thomas called for Voice Vote.

Motion carried, 2-0, Unanimously

7. REPORTS

None

8. NEW BUSINESS

A. DUKE ENERGY FOUNDATION GRANT FOR EMERGENCY MANAGEMENT 10:21 am

Fund Name: County General/Radio & CD Sirens

Fund Number: 1000-35050-0361

Grant Amount: \$5,000

Presenter: Justin Baker

The Monroe County Emergency Management Department applied for a grant through the Duke Energy Foundation in April. The application was accepted and went under review by their Grant Committee. On April 25th, the Department received an email stating that our application was selected to receive a grant in the amount of \$5,000.00. This grant money will go towards the county's outdoor warning system.

Githens made motion to approve. Thomas seconded.

No Public comment.

Thomas called for Voice Vote.

Motion carried, 2-0, Unanimously

B. ALLIANCE SECURITY, INC. (ASI) MEMORANDUM OF UNDERSTANDING (MOU) 10:24 am

Fund Name: LIT – Special Purpose & Public Safety LIT

Fund Number: 1114-32107-0273 & 1170-30151-0226

Grant Amount: \$10,000 from LIT-Special Purpose, Fund # 1114 & \$10,560 from Public Safety LIT, Fund # 1170 for a combined total of \$20,560.

Presenter: Linda Brady

The Monroe County Commissioners entered into a MOU with Alliance Security, Inc. (ASI) in 2014 to provide security at the Community Corrections Office during early morning Day Reporting hours, 7:00 AM - 9:00 AM, Monday through Friday. ASI assigns off-duty Indiana State Troopers to this security detail. The State Troopers also assist with service of warrants to probation clients. ASI has asked that the MOU be updated. There are no proposed changes to the hours of service and the reimbursement rate remains \$35/hour, which is the same rate as 2014 when this contract was first signed.

Githens made motion to approve. Thomas seconded.

No Public comment.
Thomas called for Voice Vote.
Motion carried, 2-0, Unanimously

C. REQUEST TO APPROVE CONTRACT WITH EFFECT TV (FORMERLY COMCAST) FOR SAFE PLACE PROGRAM OUTREACH 10:27 am

Fund Name: Runaway and Homeless Youth Professional Services
Fund Number: 8120-30013
Grant Amount: \$5,000
Presenter: Brigitt Nasby

The Youth Services Bureau (YSB) is continuing a contract with Effect TV (formerly Comcast) the same as in previous years. This contract allows YSB to run a 30 second commercial in our area to educate and promote Safe Place, where youth can access help in a crisis. Commercials are aired on channels targeting families with youth. YSB has moved towards an online campaign which collects data on the effectiveness of the marketing. The estimated number of impressions is 78,946 and the total investment is \$5,000.

Githens made motion to approve. Thomas seconded.
No Public comment.
Thomas called for Voice Vote.
Motion carried, 2-0, Unanimously

D. BUTLER FAIRMAN SEUFERT, INC SUPPLEMENTAL #1 10:30 am

Fund Name: 2020 GO Bond Capital Projects
Fund Number: 4813
Amount: \$84,500
Presenter: Lisa Ridge

This supplemental is for additional services required for the Liberty Drive extension to Karst Farm Greenway project. The original alignment that was proposed is being modified to avoid right-of-way conflicts. There has been discussion about moving the west connection farther south and aligning with Constitution Avenue. This alignment will fit the project better and will have fewer impacts for the original property owners.

Githens made motion to approve. Thomas seconded.
No Public comment.
Thomas called for Voice Vote.
Motion carried, 2-0, Unanimously

E. CHANGE ORDER #3 FOR E & B PAVING, LLC. KARST FARM GREENWAY SOUTH SEGMENT 10:32 am

Fund Name: Next Level Trails
Fund Number: 9107-30006-0000
Amount: Increase \$58,329.30
Presenter: John Robertson

This is a request for Karst Farm Greenway - Next Level Trails Grant Change Order #3, Engineer's Supplemental Instructions (ESI) #3 & #5. See E & B proposals for full listing of items: replace 24" culvert, add safety railing, add farm fence, add farm field gate, cement stabilization from 5% to 6%, \$10,500 ESI

#3 + \$46,399.30 ESI #5 + \$1,430 cement stabilization = \$58,329.30, therefore this is an increase of \$58,329.30.

Githens made motion to approve. Thomas seconded.

No Public comment.

Thomas called for Voice Vote.

Motion carried, 2-0, Unanimously

F. CONTRACT BETWEEN MONROE COUNTY BOARD OF COMMISSIONERS' AND FLEMING INTERIOR GROUP 10:33 am

Fund Name: 2018 GO Bond Projects

Fund Number: 4811

Amount: \$106,515.94

Presenter: Angela Purdie

This contract is for the new furniture at the Highway garage office remodel.

Githens made motion to approve. Thomas seconded.

No Public comment.

Thomas called for Voice Vote.

Motion carried, 2-0, Unanimously

G. CONTRACT BETWEEN MONROE COUNTY BOARD OF COMMISSIONERS' AND MATRIX INTEGRATION 10:36 am

Fund Name: 2018 GO Bond Projects

Fund Number: 4811

Amount: \$11,022.35

Presenter: Angela Purdie

This contract is for the network wiring that is required at the Highway garage for the remodeling for the additional office space.

11. APPOINTMENTS

None

12. ANNOUNCEMENTS

Hoosier Hills Food Bank sponsored "Fresh Food Fridays" will begin Friday, May 27. If you are in need of food, you may pick up your FREE box of non-perishable food at 2333 W Industrial Park Drive, Bloomington. For more information, please call (812)334-8374.

Rogers Street Proposed Sidewalk Public Meeting, will be held Wednesday, May 25 from 5:30 pm – 7 pm, in the Nat U. Hill Meeting Room in the old Courthouse and via Zoom. **The public is encouraged to attend and give input on this project.**

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a Commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

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

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

- Monday, June 27, 10am – 3pm**
- Thursday, June 30, 1pm – 6pm**
- Thursday, July 14, 10am – 3 pm**
- Friday, July 15, 1pm – 6pm**
- Tuesday, September 6, 1pm- 6pm**
- Friday, September 9, 10am – 3 pm**

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3rd floor of the Courthouse and via Zoom. Meetings are open to the public.

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

13. ADJOURNMENT

The summary minutes of the May 18, 2022 Board of Commissioners meeting were approved on May 25, 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



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA**

May 18, 2022

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

- 1. Anne Crecelius & Brett Rice – Planning 11:01 am**
Discussion regarding Ordinance 2022- 13; Rice Rezone
[Bring back to May 25 meeting for approval.](#)

- 2. Tammy Behrman, Susan Hinkle & Dawn Gray – Planning 11:10 am**
Discussion regarding Ordinance 2022-14; Hinkle Rezone

- 3. Tammy Behrman, Susan Hinkle & Dawn Gray – Planning**
Discussion regarding Ordinance 2022-15; Hinkle Historic Preservation Overlay
[Bring back both Ordinance 2022-14 & 2022-15, to May 25 meeting for approval.](#)

- 4. John Robertson – Parks and Recreation 11:23 am**
Discussion regarding proposal from American REC Services LLC for repair at the Splash Pad @ Karst Farm Park
Fund Name: County General and Non-reverting Parks
Fund Number: 1000-30006-0803 and 1179-30006-0000
Amount: Not to exceed \$5,000
[Githens made motion to approve, contingent upon Parks Board approval. Thomas seconded.](#)
[No public comment.](#)
[Thomas called for voice vote.](#)
[Motion carried; 2-0; Unanimously.](#)

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending

April

2022

MONROE COUNTY

CHARGES:

Table with 2 columns: Description (1-23) and Amount. Total Charges: \$ 155,038,049.37

CREDITS:

Table with 2 columns: Description (24-38) and Amount. Total Credits: \$ 155,038,049.37

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

Table with 2 columns: Description (a-d) and Amount. Total: \$ 1,000.00

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

Dated this 15th day of May 2022

Jessica McClellan
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.
Original (White) -To be filed with County Auditor for Board of Finance.
Duplicate (Blue) -To be filed with County Auditor for Board of Commissioners.
TriPLICATE (Pink) -To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) -To be retained by County Treasurer.

FILED
MAY 13 2022

Catherine Smith
Auditor Monroe County, Indiana

Apr-22

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

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balances	
				Cash & Depositories	Investments & Deposits
001 - FFB Operating 1242	\$58,397,314.65	(\$1,073,652.02)	(\$803,606.43)	\$56,520,056.20	
002 - FFB Payroll 3328	\$0.00	\$0.00	(\$2,182.65)	(\$2,182.65)	
003 - FFB Sweep 8040	\$0.00	\$0.00	\$0.00	\$0.00	
004 - FFB PERF 5596	\$149,407.33	\$0.00	\$0.00	\$149,407.33	
005 - FFB Credit Card 5324	\$443,575.51	\$7,934.70	\$0.00	\$451,510.21	
006 - FFB General 5535	\$60,406,830.89	(\$5,957.35)	\$0.00	\$60,400,873.54	
013 - German American 3108	\$29,581.23	(\$3,06)	\$0.00	\$29,578.17	
014 - TI TRCS 0001 *	\$2,026,927.66	(\$502.91)	\$0.00	\$2,026,424.75	
027-ONB MC 20 Cap 80-0424-04-6	\$1,024,006.75	(\$19.15)	\$0.00	\$1,023,987.60	
029 - FFB ARPA Fund 7568	\$14,431,020.38	(\$1,423.19)	\$0.00	\$14,429,597.19	
Depository Totals	\$136,908,664.40	(\$1,073,622.98)	(\$805,789.08)	\$135,029,252.34	<-Depository Balance
007 - MS7203004 road & street	\$2,151,929.04	\$0.00	\$0.00	\$2,151,929.04	
008 - MS7203017 cum bridge	\$3,229,551.38	\$0.00	\$0.00	\$3,229,551.38	
009 - MS7202940 aviation gen	\$192,809.89	\$0.00	\$0.00	\$192,809.89	
010 - MS7202979 aviation constr	\$428,051.89	\$0.00	\$0.00	\$428,051.89	
011 - MS7202924 aviation building	\$641,216.82	\$0.00	\$0.00	\$641,216.82	
012 - MS7202953 property re-assesmt	\$526,494.66	\$0.00	\$0.00	\$526,494.66	
017 - Redev-80-0267-02-3	\$57,602.33	(\$1.08)	\$0.00	\$57,601.25	
018 - Redev-80-0267-01-5	\$307.07	(\$0.01)	\$0.00	\$307.06	
019 - Redev-80-0306-01-1	\$436.53	(\$0.01)	\$0.00	\$436.52	
020 - Redv cam 80-0306-03-7	\$297,423.65	(\$5.56)	\$0.00	\$297,417.99	
021 - Bank of New York Mellon/Holdings	\$11,964,586.35	\$821.37	\$0.00	\$11,965,407.72	
022-ONB MC18 Bond Int 80-0386-01-3	\$43.91	\$0.00	\$0.00	\$43.91	
023-ONB MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00	
024-ONB MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00	
025-ONB MC 20 P&I 80-0424-01-2	\$26.87	\$0.00	\$0.00	\$26.87	
026-ONB MC 20 Debt 80-0424-03-8	\$516,511.69	(\$5.66)	\$0.00	\$516,502.03	
028-FFB COD 1740030729	\$0.00	\$0.00	\$0.00	\$0.00	
Investment Totals	\$20,006,991.98	\$805.05	\$0.00	\$20,007,797.03	<-Investments Balance
Totals	\$156,915,656.38	(\$1,072,817.93)	(\$805,789.08)	\$155,037,049.37	Warrants & Deposits in Transit \$1,878,607.01

COUNTY TREASURERS

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

MONROE COUNTY
 Month ending

April 1, 2022

ADVANCE CKS FOR SETTLEMENT

* Interest
 ** Outstanding Checks
 ***Reconciling Item per St Bd of Accts
 ****Bank Error

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

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



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 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

GRANT AGREEMENT

Contract #000000000000000000062213

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$17,925.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with **Indiana Code § 5-19-1-1** establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee 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.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):
Ryan White Part B Rebates

CFDA # 93.917

If State Funds: Program Title _____

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **April 01, 2022** and shall remain in effect through **March 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$17,925.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

C. The funds provided through this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out the specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the State documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month 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 thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A** or **B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

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

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

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

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. 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 **Attachment D** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics

Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:

Administrator
Monroe County Health Department
100 W Fifth Street, Room 204
Bloomington, IN 47404
E-mail: pcaudill@co.mnnonroe.in.us

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

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

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

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. Deleted as not applicable.

26. HIPAA Compliance. If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments. No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

28. 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 *2022 SCM Template*) in any way except as follows:

Grant Funding-Modified

Provisions Applicable to Grants with tax-funded State Education Institutions: "Separateness" of the Parties—Deleted

HIPAA Compliance—Added

Amendments—Added

All References to Grant Application

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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

MONROE COUNTY HEALTH DEPARTMENT

Indiana Department of Health

By:

By:

Title: president- Julie Thomas

Title:

Date:

Date:

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

Attachment A

Monroe County Health Department

April 1st 2022-March 31st 2023

Amount Awarded

\$17,925.00

Lost to Care (L2C)

1. No changes or additions to these terms may be made unless the Indiana Department of Health (IDOH) Sexually Transmitted Disease (STD) Prevention Program Director is consulted and an amendment of the contract is executed.
2. In collaboration with the State STD Prevention Program Director, the Grantee will establish objectives and set goals that are commensurate with the State and federal STD cooperative agreement objectives.
3. The Grantee will be required to implement Disease Intervention Specialist (DIS) services and Partner Services (PS) in accordance with program standards and policy guidelines established by the IDOH and applicable state and federal statutes.
4. The Grantee will establish a plan on how the agency will implement Internet Partner Services in accordance with CDC guidance as well as with program standards, policies, and procedures.
5. Only state authorized Disease Intervention Specialists are permitted by Indiana State Code: 410 IAC 1-2.5-6 to investigate HIV and syphilis. The DIS must be approved by the STD program and trained by CDC to investigate cases of syphilis and HIV and complete partner notifications. Therefore, they are the only people who may have access to this information within the STD database. Requests of non DIS persons must be sent to the STD program for approval prior to receiving access to the STD database.
6. The State, through the STD Prevention Program, reserves the right to approve any person selected for a position supported by this contract and to discontinue financial assistance in the event the person fails to meet the professional standards established by the State STD Program which are hereby incorporated by reference. The State will review the candidate's application to the program and provide the agency with recommendations for final candidates based on the candidate's initial interview with the agency and the IDOH STD Prevention Program. State approval shall not be unreasonably withheld.

7. When a DIS vacancy occurs, the agency will post, hire and fill the position **within 90 days** of the vacancy. All vacant positions expected to last more than 90 days will need to be approved by IDOH's STD Prevention Program. If the agency fails to adhere to these guidelines, the STD Program reserves the right to de-fund the vacant position. Agencies will collaborate with the IDOH STD Program to find and select a candidate both programs feel can fulfill the contract. This process will be agreed upon by both IDOH and the local agency. The IDOH STD Program staff can assist in the in the interview process as needed by the agency. IDOH staff can actively participate in the DIS interviews with agency staff or perform second round interviews with potential candidates. Regardless of the STD Program's involvement in the agency's interview process, the Grantee will be responsible for submitting the resumes of preferred candidates who have applied to the DIS position to the IDOH STD Program prior to selecting a final candidate for review. The State will review the candidate's application to the program and provide the agency with recommendations for final candidates based on the candidate's initial interview with the agency and the IDOH STD Prevention Program. State approval shall not be unreasonably withheld. If a candidate is not fulfilling the contract, the IDOH agency will notify the agency and the DIS authorization for that position. As recommended by the STD Program, the agency will need to choose to remove the employee from the grant or terminate the employee who is not fulfilling the contract. Only approved, state authorized DIS will be charged to the IDOH STD Program grant.

8. The Grantee must develop a plan of action for DIS coverage when an individual vacates their employment as a DIS. This includes case investigations, testing coverage, and data entry for the District during the time that the position is vacant. This plan of action must be reviewed and agreed upon by the STD Program.

9. The Grantee will implement disease intervention services for chlamydia, gonorrhea, HIV and syphilis infections at the client level.

10. As a Grantee at a Title X Family Planning Clinic, the Grantee will restrict DIS clinic activity to interviewing clients infected with chlamydia, gonorrhea, HIV and syphilis only. The Grantee will have DIS interview 100% of all clinic clients diagnosed with HIV, syphilis, priority gonorrhea, and priority chlamydia in the timeframes set forth by the IDOH STD program. Clients identified as a priority for chlamydia are specified later in this contract.

11. Grantee agencies who operate clinical services in their STD District will be required to treat cases within two weeks of notification of the infection from the lab. Additionally, partners to syphilis must be treated within one week of notification of the exposure to the partner. Any person who has evidence primary and secondary signs or symptoms of syphilis should be treated by the agency

immediately after blood is drawn for syphilis testing and submitted to IDOH labs. Additionally, any person who is a contact to a confirmed or suspected infectious syphilis case within 90 days should receive prophylactic (presumptive) treatment for syphilis

12. At the discretion of the STD IDOH Program, the grantee will assist in interviewing at least 85% of all newly diagnosed HIV and early syphilis cases residing in the following counties: Vermillion, Parke, Putnam, Vigo, Clay, Owen, Sullivan, Greene, Monroe, Brown, Bartholomew, and Lawrence (hereinafter District 7). The Grantee will offer PS to 100% of all newly diagnosed HIV cases and early syphilis interviewed in D7. DIS operating under this contract will complete HIV testing on at least 90% of all early syphilis cases interviewed who do not have a previously documented HIV positive status within 30 days. The Grantee will offer syphilis testing to 100% of all newly diagnosed HIV cases interviewed in D7; DIS will complete syphilis testing on at least 90% of all newly diagnosed HIV cases interviewed.

13. The DIS will provide Early Intervention Services (EIS) to all clients they work with that include identification of individuals at high risk for acquiring HIV and STDs and assist them with accessing services. This will include offering, providing or confirming recent HIV testing on 100% of all clients that interact with the DIS, targeted counseling that includes behavior change modification that meets the client where they are at in their care, referring clients to any services that they may need, linking clients to HIV care and care coordination if positive, and providing health education and literacy training that enables clients to navigate HIV and STD care and services.

14. At the discretion of the IDOH STD Program, the DIS operating under this contract will assist in interviewing **22%** of all priority gonorrhea cases residing in District 7 as enhanced STD Surveillance Network (SSuN). DIS will interview any gonorrhea cases as assigned by the STD Prevention Program. The grantee will ensure 75% of the gonorrhea cases interviewed are considered priority gonorrhea cases. Priority gonorrhea cases are MSM, pregnant women, repeat cases (defined as 2 or more infections within 12 months), patients under 18, and coinfection with HIV and/or syphilis. The Grantee will ensure that 75% of the identified sex partners to gonorrhea are examined in 30 days. DIS operating under this contract will offer or confirm HIV testing on 100% of priority gonorrhea cases interviewed who do not have a previously documented HIV positive status within 30 days.

15. At the discretion of the IDOH STD Program, the DIS operating under this contract will offer chlamydia interviews at their own discretion within their district. Furthermore, state code requires DIS offer PS to cases identified as LGV. DIS will offer PS to 100% of all LGV chlamydia cases interviewed in their

district. Anyone newly diagnosed with HIV and chlamydia will be interviewed for those infections and offer PS as needed. DIS will offer or confirm HIV testing on 100% of all chlamydia cases who do not have a previously documented HIV positive status within 30 days.

16. At the discretion of the IDOH STD Program, the DIS operating under this contract will verify treatment status of 100% of syphilis cases within 2 weeks of receipt of report. DIS will also verify treatment for 75% of the gonorrhea cases and attempt to confirm treatment on any chlamydia case where treatment is not reported in their assigned district within 30 days of receipt of report.

17. DIS operating under this contract will enter all non-electronically reported cases diagnosed with chlamydia, gonorrhea, and syphilis within 5 working days of receipt of the report.

18. DIS operating under this contract must work with providers, public health nurses, laboratories, clinics, emergency rooms, and other health care providers on proper reporting and ensuring adequate treatment as appropriate.

19. DIS operating under this contract must perform field visits as a part of their investigations as directed by the STD Program. Field Investigations will account for roughly 25% of the DIS's workload. DIS operating under this contract must coordinate and conduct field visits on a weekly basis.

20. The Grantee will implement PS immediately upon receipt of notification of diagnosis for syphilis and HIV.

21. The Grantee will perform re-engagement of care services for person's living with HIV assigned by the IDOH Division of HIV/STD/Viral Hepatitis on an person living with HIV residing in District 7. This will be fulfilled by the Lost to Care (L2C) DIS program funded by Monroe County will work in tandem with the L2C DIS program at the IDOH. Expectations of this program include:

- a. The DIS under this contract will maintain a case load of 10 L2C case, and assist with STD cases on a as needed basis.
- b. The DIS under this contract will attempt to contact all address or phone numbers listed under the patient's record, by either field visits, phone calls, and or referral letters before closing.
- c. The DIS under this contract will provide justified documentation why cases are being closed out before all attempts have been made per IDOH Lost to Care policies and procedures.
- d. The DIS under this contract will attempt to get a Release of Information (ROI) signed by all patients seeking to return back into care.
- e. The DIS under this contract will offer additional STD testing and Partner Services to all Lost of Care Clients that are contacted, and document in the STD database.

- f. The DIS will maintain proper case notes in the STD database system.
 - g. The DIS under this contract, will contact a Non-Medical Case Management (NMCM) site in person to meet with any new NMCM staff or Linkage Specialist once a quarter to help develop stronger relationships.
 - h. The DIS will check patient's eligibility in HIVE for all patients contacted in person.
 - i. The Grantee will collect all needed material needed to enroll a patient into NMCM and scan them into HIVE database when linking a person back into care. Then email Brittany Sighting brittany@thfgi.org once scanning has been completed.
22. The Grantee will perform other duties for HIV positive persons assigned by the IDOH Division of HIV/STD/Viral Hepatitis on an HIV positive person residing in District 7.
23. The DIS funded under this agreement will upload all DIS follow-up forms to the Supplemental Tab of the STD database prior to submitting case for closure.
24. DIS funded under this contract will have 90% of locatable sex and needle sharing partners to HIV and syphilis examined within 30 days of assignment.
25. The Grantee will link (by actively helping index patients with newly diagnosed or newly reported HIV infection access medical care either directly or by linking them to HIV care coordination) 100% of locatable identified persons infected with HIV to medical and care coordination services in District 7.
26. The Grantee will correctly document 100% of all cases interviewed in the STD database and the Indiana EvaluationWeb©, no later than 72 hours after the original interview.
27. The Grantee will collaborate with internal and external partners involved in all aspects of PS, including ensuring that PS throughout the prevention and care continuum are available for all persons living with HIV.
28. The Grantee must notify the STD Program of 100% of all communicable disease reports received on women who are syphilis cases, of any stage. The Grantee must update the STD Program about stalled investigations that may occur while investigating a pregnant female with positive serology for syphilis within 24 hours. The DIS will attempt to identify recent pregnancy testing on all females with positive serology for syphilis and document this in the STD database.

29. The Grantee will respond to quality assurance reviews as indicated in the quality assurance report. DIS operating under this contract are required to be present for Quality Assurance Reviews when they are scheduled with the STD Prevention Program staff. If a DIS is not able to be present for the review, ISDH needs to be notified at a minimum of 2 weeks in advance to reschedule the event or as soon as possible if there is an emergency.

30. The Grantee agrees to maintain client records in a secure and confidential manner. Computer systems containing client information must be protected with multiple passwords. Office equipment that is used for storing confidential materials must be locked when not in use. Providers must adopt and adhere to written policies and procedures which specify that client information is considered confidential, privileged information. The provider must possess a written policy which limits access to client records to only designated clinic staff. Release of information to entities other than those noted herein must be preceded by the written consent of the client or legal representative, except as demanded under state statutes. These policies and procedures must include provisions for discipline should violations occur. The Grantee agrees to sign user agreements and abide by STD program data policies of the STD database.

31. The Grantee agrees to have Internet access and meet system requirements required by the Indiana Office of Technology and Compliance when accessing the STD database or Luther EvaluationWeb© system.

32. The Grantee will have all DIS sign STD database user agreements and have them on file at the agency

33. The Grantee agrees to submit all HIV materials (brochures, videos, promotional, etc.) used as educational materials to the HIV Program Review Panel for approval. The Grantee agrees to submit all STD materials (brochures, videos, promotional, etc.) used as educational materials to the STD Program for approval.

34. The Grantee will have all DIS and other service staff **funded** under this contract satisfactorily complete the trainings required by the STD Program's DIS Training Coordinator. These trainings will occur at the beginning of employment funded under this contract and will then occur intermittently through-out the employee's time of service that is funded under this contract. When personnel changes occur within the funded entity, new personnel who do not have the appropriate training are required to obtain it through the DIS Training Coordinator.

- a. Service staff who are required to complete trainings from the STD Prevention Program, through the DIS Training Coordinator:

- i Program Managers or Supervisors of DIS who are involved in reviewing or assisting in DIS casework, are assessing DIS data entry, or will be auditing DIS casework.
- ii Staff who will be conducting chlamydia or gonorrhea data entry management or case management, but not necessarily disease intervention tactics.
- iii Staff who will be participating in any Chlamydia/Gonorrhea Screening Program activities, including specimen handling and specimen data entry into LIMSNet.
- iv Staff who will be seeing or assisting patients suspected of having STD infection more than 40% of their working time.

35. The Grantee will have all other service staff **not funded**, but directly involved in STD activities that are funded by this contract, are subject to satisfactorily complete the trainings at the discretion of the STD Prevention Program Director and/or STD Operations Manager. The need for trainings will be specific to the position and its involvement in activities funded by the STD Prevention Program. These trainings will be delivered through the DIS Training Coordinator with the guidance of the Program Director or Operations Manager.

36. The Grantee will collaborate with the STD Prevention Program Director and/or Operations Manager as well as the DIS Training Coordinator to ensure all funded positions (and non-funded positions as directed by the Program Director) achieve satisfactory training within the time-period specified by the DIS Training Coordinator's specific plan for that position. This includes but is not limited to:

- a. Alerting the DIS Training Coordinator of the need to extend or adjust a training plan within a reasonable timeframe
- b. Review the training guides and materials provided by the DIS Training Coordinator
- c. Participating in training of DIS or staff as instructed by the DIS Training Coordinator. Some actions involved in this would include:
 - i Receiving reports from the trainee about their progress
 - ii Coaching, teaching, or advising the trainee on STD Program policies and procedures or required DIS skills
 - iii Reviewing DIS data entry and case work for demonstration of understanding and correctness of work
 - iv Providing observation or shadowing opportunities for the trainee
 - v Observing the trainee conduct specific techniques or skills and provide feedback to the trainee about their performance
 - vi Writing reports to the DIS Training Coordinator regarding the trainee's progress and technical assistance needs

37. The Grantee agrees if any funded positions fail to satisfactorily complete the required trainings (as deemed by the STD Program) after adequate intervention to enhance performance, the STD Prevention Program reserves the

right to deny funding for that position as a temporary measure or to revoke the funding for the position entirely. If any non-funded positions (who are directly involved in STD activities) fail to complete the trainings requested by the STD Director after adequate intervention, and it's determined by the STD Prevention Program that the trainings are a pre-requisite to the funded work the non-funded entity is participating in, the STD Prevention Program reserves the right to request that position not be involved in STD activities funded by the contract.

a. Adequate intervention to enhance performance may include but is not limited to:

- i Assigned training sessions or webinars from the DIS Training Coordinator.
- ii Testing knowledge through case scenarios or quizzes from the DIS Training Coordinator.
- iii Real-time coaching session with technical assistance from the DIS Training Coordinator, a seasoned peer, or a Supervisor.
- iv Work Improvement Plans (may also be called a Performance Improvement Plan) that are developed by the agency with the STD Program's assistance, if desired.

38. The Grantee will adhere to the training plan as determined by the DIS Training Coordinator and/or the STD Program Director/Operations Manager.

a. DIS are required to complete the self-study modules, attend knowledge check-ins with the Coordinator, complete assigned training activities, and go through final Authorization Training within 16 weeks of date of hire. Training schedules for DIS may be extended after discussion with the STD Prevention Program and adequate intervention tactics. DIS are required to satisfactorily pass the knowledge check-ins in order to proceed with final Authorization.

- i DIS will be expected to take self-study modules from the National STD Curriculum, National HIV Curriculum, and Passport to Partner Services. DIS will take additional trainings from IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. The DIS is additionally required to be trained in specimen collection, which includes phlebotomy.
- ii DIS will be required to be trained in HIV testing and counseling, either through the STD Program's HIV Skills Building for DIS or through the IDOH's HIV Prevention testing training.
- iii DIS will be required to participate in shadowing experiences and then be observed completing their work during their training period.
- iv DIS will be provided a training schedule from the DIS Training Coordinator that outlines the self-study curriculum and additional activities of DIS work. This training plan will culminate in the final Authorization Training. Authorization Training will either be given by the STD Prevention Program or a federally funded training center. Satisfactory completion of Authorization Training and approval from

the STD Prevention Program permit a DIS to practice disease intervention and Partner Services in the State of Indiana.

b. Funded positions who are not DIS may be required to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Funded positions who are not DIS do not require Authorization Training, but may require approval for data entry work or basic case management.

c. Non-funded positions who are directly involved in funded STD activities may be requested to go through trainings from the National STD Curriculum, National HIV Curriculum, Passport to Partner Services, IN-Train, the Centers for Disease Control and Prevention, and harm reduction related trainings. Non-funded positions do not require Authorization Training, but may require approval for data entry work or basic case management.

39. The Grantee agrees that project personnel supported under this contract shall attend and successfully complete the training programs required for this project in a time period specified by the State STD Program.

40. The Grantee will offer expertise, consultation, PS, and case investigation to local health departments and other entities pursuing outbreaks of STDs, HIV, Hepatitis C, and other infectious diseases, as needed and as directed by the Division of HIV/STD/Viral Hepatitis. If directed, the Grantee will assist in response efforts and reimbursement will be arranged for these efforts.

41. The Grantee, if providing STD clinical and laboratory services, will comply with the CDC Program Operations Guidelines for STD Prevention, HIPPA regulations, as well as CDC's STD Treatment Guidelines.

42. The Grantee will complete the STD Quarterly Provider Report and email to the district's Program Prevention Liaison by the dates set forth by the program.

43. The Grantee will ensure that state funded DIS are in attendance and participate on the quarterly statewide DIS teleconference calls scheduled for 2021. Any absences must be reported to the STD Program prior to the conference call.

44. The IDOH Chlamydia and Gonorrhea Screening Program allots testing materials and medications that are expected to be used for at risk and un/underinsured clients outlined in the IDOH CT/GC Screening Program requirements. The Grantee will not deny STD services to those clients who are eligible but cannot pay local administrative fees.

45. DIS operating under this contract will adhere to all STD Prevention Program policies and procedures.
46. DIS operating under this contract will assist with STD PCHD grant requirements if assistance is requested by the IDOH STD Prevention Program.
47. DIS operating under this contract will submit 100% of all confirmed syphilis and HIV cases for ISDH STD Prevention Specialist review within 2 business days of completing the original interview with the client prior to closure in the STD database to ensure quality and compliance with CDC's recommendations.
48. The Grantee will ensure all syphilis cases are reviewed on a monthly basis, at a minimum, for quality assurance purposes by an area manager or trained program staff. The IDOH STD Prevention Program will train any local staff to review these cases if requested.
49. The Grantee will be required to submit a **monthly** STD invoice, appropriate supporting documentation and STD Tracking Spreadsheet to the STD Prevention Program inbox (STD@isdh.in.gov) by the 15th of each month for the previous month's expenditures spent by the STD and Ryan White grants. These invoices will be reviewed and approved by the STD Operation's Manager to ensure the funds claimed on the invoice are being spent in a manner that is consistent with this contractual agreement. Once approved the invoice will then be sent to IDOH Finance Division for payment.
- a. Appropriate supporting documentation that justifies the expenses and amounts billed for that month's invoice includes but is not limited to the following:
- i Personnel
 - ii Fringe
 - iii DIS Travel (including mileage, conference registration, out of state travel (flight/hotel receipts).
 - iv Supplies (not included in the outreach supply website)
 - v Rent
 - vi Utilities (itemized)
 - vii Consultant (itemized)
 - viii Contractual (itemized)
 - ix Miscellaneous expenses such as; advertising, promotion, education brochures, personal healthcare, printing, etc.
50. The Grantee will be responsible for ensuring the agency receives payment of the STD Invoice they submitted to the STD Prevention Program within 30

days of submission. The STD Prevention Program is not responsible for ensuring the agency themselves receives payment.

51. The Grantee will be required to develop their own process for reconciliation of STD Invoices submitted within the grant period. If the agency identifies they have been unpaid for a STD Invoice, they will work with the program to rectify this invoice. The STD Prevention Program will be unable to perform any reconciliation for STD Invoices submitted 60 days past the end of this grant period.

52. In the instance of a Public Health Emergency (PHE), it is acceptable for DIS to be reassigned within their DIS District to assist in other public health duties. If DIS are reassigned, the agency may use federal funding provided by the STD Program for Public Health Emergency's. An agency must be able to track and account for DIS time spent on this PHE each week and submit this report to the STD Program on a weekly basis.

53. Quality Management- Grantee's must develop an internal quality management (QM) program and collaborate with the Ryan White Part B Program in the implementation and evaluation of the statewide QM plan. The QM program must be in accordance with HRSA policy. This will include developing an internal quality management structure, determining and monitoring annual goals, collecting standardized performance measures and conducting ongoing quality improvement activities. Grantee's are expected to:

- a. Develop a written quality management plan outlining specific goals and objectives that address improvement in quality of client care and which meets IDOH expectations.
 - i. Supportive materials and technical assistance will be provided by the HIV Continuum Quality Manager at IDOH.
- b. Utilize a QM committee to direct and oversee implementation of the QM program.
- c. Participate in quality management trainings and technical assistance provided by IDOH;
- d. Engage in statewide QM activities as laid out in the QM Plan, including:
 - i. Initiation of organizational QI projects that align with statewide QI projects.
- e. Participate in on-site monitoring by IDOH of the QM Program and activities, when requested.
- f. Send IDOH Progress Reports and Quality Improvement Project Reports as requested.

IDOH will provide guidance and technical assistance, as needed, to help agencies implement a quality management program.

54. Subrecipient will attend all mandatory TA Calls and subrecipient meetings

55. At the discretion of the IDOH STD Program, Grantee will use IDOH-required data systems to collect and report all required data elements for their funded service categories. Reporting will be required at a maximum of once a month, and will ask for a blend of qualitative and quantitative data. Training will be provided by IDOH on how to complete this reporting and reporting will begin at the request of IDOH, with a minimum 1 months' notice in advance of the first report being due.

56. Grantee is required to work in compliance with IDOH Ryan White Part B Service Standards for all RWHAP service categories for which they are funded. Service standards are located on the IDOH Ryan White Part B program website found here: <https://www.in.gov/isdh/27827.htm>

ATTACHMENT B
Monroe County Health
Department
April 1st 2022– March 31, 2023
\$17,925.00

Budget

Category	Amount
OUTRRCH (Outreach)	\$17,925.00
TOTAL	\$17,925.00

In Process

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.917

Award Number: X07 HA31247

Award Name: Ryan White Part B Rebates

1) Incorporation

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

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

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

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

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

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and

implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

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

7) Non-Delinquency on Federal Debt

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

8) Federal Funds Disclosure Requirements

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

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

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

9) Equipment and Products

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

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

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the form, titled Transparency Reporting Subawardee Questionnaire. If

the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will send the form via e-mail.

11) Federal Lobbying Requirements

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

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

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.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:

The Monroe County Health Department (MCHD) has received the TANF award agreement to fund Futures clinic through September 2022. These funds are received annually as part of the Title X (ten) program to support the family planning services offered in the clinic.

This award is for \$82,077. Additional Title X funding is pending.

TANF = Temporary Assistance to Needy Families

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TANF"/>	<input type="text" value="8150"/>	<input type="text" value="\$82,077.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:

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

AGREEMENT FOR SERVICES

This Agreement for Services is entered into by **Indiana Family Health Council, Inc.**, 151 N. Delaware Street, Suite 520, Indianapolis, IN 46204 (hereinafter “**I.F.H.C.**”) and **Monroe County Health Department**, 119 W. 7th Street, Bloomington, IN 47404 (hereinafter “**Sub-Recipient**”) in recognition of their mutual desire to provide quality family planning services in the State of Indiana.

RECITALS

I.F.H.C. manages a program entitled “Indiana Family Planning Partnership” (hereinafter “the Partnership”) under the Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) grants from the Indiana Department of Health (hereinafter “I.D.O.H”). **Sub-Recipient** desires to participate in the Partnership by conducting a Family Planning Service Project (hereinafter the “Project”), subject to the terms and condition of this Agreement for Services (hereinafter “Agreement”). In accepting this funding, the **Sub-Recipient** stipulates any activities thereunder are subject to all provisions of 42 CFR Part 59 Subpart A currently in effect or implemented during the period of this Agreement.

AGREEMENT

WHEREFORE, **I.F.H.C** and **Sub-Recipient**, in consideration of the mutual representations, warranties, covenants, and other undertakings contained herein, agree as follows:

I.

Term

The Term of this Agreement shall be from **October 1, 2021 to September 30, 2022**, unless terminated as hereafter provided.

II.

Description and Scope of Services

To Be Provided By Sub-Recipient

2.1 **Sub-Recipient** must provide family planning services during the Term of this Agreement.

2.2 **Sub-Recipient** shall meet the following performance measures for each clinical site:

- (a) 35% of unduplicated patients will receive a minimum of one (1) HIV test,
- (b) 80% of unduplicated women under the age of 25 will be tested for Chlamydia,
- (c) 85% of unduplicated women ages 15-44 not seeking pregnancy will be using a moderately effective (pill, ring, patch, injection, diaphragm) or most effective (IUD, implant, male or female sterilization) birth control method,
- (d) 10% of unduplicated patients receive a syphilis test, and
- (e) **Sub-Recipient** shall have the Client Visit Record (CVR) accurately entered into the **I.F.H.C.** centralized data system no later than fifteen (15) days after the end of the month.
- (f) **Sub-Recipient** shall demonstrate cost-effectiveness by maintaining an average cost of \$179 based on **I.F.H.C.** contracted funding amount per unduplicated client during the period covered by this Agreement.

2.3 **Sub-Recipient** will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) **Sub-Recipient**'s development and management of the Project will conform with all applicable federal, state, and local laws, rules and regulations, as and if amended (hereinafter "Applicable Law"), including without limitation all regulations promulgated and/or amended by the Department of Health and Human Services under the Public Health Service Act, 42 §300, et. seq. (hereafter "the Act and D.H.H.S. Regulations") and be enrolled as a Medicaid provider.

(b) **Sub-Recipient** shall ensure all Project staff shall receive the required and necessary Title X training, including the updated Title X Orientation when released, and provide evidence of completed training upon request, including but not limited to human trafficking, child abuse reporting laws; and resisting coercion. At a minimum, the following trainings must be completed at its assigned period:

	Clinical Staff	Non-Clinical Staff
Title X Orientation – At Hire	Yes	Yes
Introduction to Family Planning – At Hire	Yes	No
Title X Clinical Training– At Hire	Yes	No
Title X Financial Orientation	No	Yes
Mandatory Reporting – At Hire and Annually	Yes	Yes
Family participation and sexual coercion (for adolescents) – At Hire	Yes	Yes
Human Trafficking – At Hire and Annually	Yes	Yes
Cultural Competency – At Hire and annually	Yes	Yes
Pregnancy Options Counseling and Education – At Hire	Yes	No
HIPAA and client confidentiality –At Hire	Yes	Yes
Non-Discrimination – At Hire	Yes	Yes
Emergency and disaster response and staffs’ roles – Annually	Yes	Yes
IFHC HIV Training—At Hire	Yes	No
Trauma-Informed Care—At Hire and annually	Yes	Yes
340B Rules and Regulations—At hire and annually	Yes	Yes
Equity and inclusion training—At hire and annually	Yes	Yes

(c) **Sub-Recipient** shall provide counseling and education on natural family planning methods.

(d) **Sub-Recipient** shall enroll and comply with all 340B program requirements. **Sub-Recipient** may be subject to an audit by HRSA at any time. Program requirements are available at <https://www.hrsa.gov/opa/program-requirements/index.html> .

(e) **Sub-Recipient** shall provide basic medical services for basic infertility services.

(f) **Sub-Recipient** shall provide basic medical services for the diagnosis and treatment of infertility.

(f) **Sub-Recipient** shall provide medical and contraceptive services for adolescents, including abstinence and LARCs.

- (g) **Sub-Recipient** shall provide sterilization in compliance with 42 C.F.R. Part 50, Subpart B (Sterilization of Persons in Federally Assisted Family Planning Programs) and D.H.H.S. Regulations.
- (h) **Sub-Recipient** shall provide services strictly on a voluntary basis, without coercion. Services shall not be denied on the basis of refusal to accept additional services or participate in research or other activities.
- (i) **Sub-Recipient** shall provide all services in a manner which provides respect for the individual's privacy and dignity.
- (j) **Sub-Recipient** shall provide services without regard to religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, ability to pay, or marital status, and without the imposition of durational residence or referral requirements.
- (k) **Sub-Recipient** shall ensure all persons' freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected, and take all steps necessary to secure sufficient informed consent from all patients.
- (l) **Sub-Recipient** shall ensure that priority in the provision of services will be given to persons from low-income families and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third-party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Income Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable D.H.H.S. Regulations. Any charge made for services hereunder shall be made in compliance with D.H.H.S. Regulations and the **I.F.H.C.** Policy on Patient Fee Charges, as submitted by **I.F.H.C.**, and approved by D.H.H.S., in connection with the D.H.H.S. Grant.

- (m) **Sub-Recipient** shall make reasonable efforts to collect charges without jeopardizing client confidentiality. **Sub-Recipient** shall diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered. **Sub-Recipient** must inform the client of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the client. **Sub-Recipient** shall submit medical claims for, without jeopardizing confidentiality, and diligently pursue payment, without application of any discounts, from all third-party payers which are authorized or under a legal obligation to reimburse **Sub-Recipient** for services rendered.
- (n) **Sub-Recipient** shall conduct the Project and provide medical services related to family planning in compliance with Applicable Law, including without limitation the Act and all D.H.H.S. Regulations, applicable D.H.H.S. policies, procedures, conditions, and standards, as amended from time to time; and all **I.F.H.C.** policies, standards and guidelines, including, but not limited to the following: Program Guidelines as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies; 2 CFR 200 and 45 CFR Part 75, as applicable; and “I.F.H.C. Administrative Manual - Policies and Procedures for Sub-Recipient Agencies”, all as amended from time to time. In addition, **Sub-Recipient**’s Project shall conform to **I.F.H.C.**’s Medical Standards (hereinafter the “Medical Standards”) and the provision of services as outlined in **Sub-Recipient**’s funding application and budget approved by **I.F.H.C.**
- (o) **Sub-Recipient** shall provide family planning medical services:
- (i) In person or via telehealth,
 - (ii) That will be performed under the direction of a clinical services provider, with services offered within their scope of practice and

allowable under state law, and with special training or experience in family planning

(iii) In compliance with all state practice standards quality family planning standards.

(p) **Sub-Recipient** shall provide services to all patients as outlined below and detailed in the Title X program, as set out in the Title X statute and implementing regulations (42 CFR part 59, subpart A), and in other applicable Federal statutes, regulations, and policies, as amended from time to time:

- (i) Provide and make available written protocols, as approved by **Sub-Recipient's** Medical Director and **I.F.H.C.** at each service site, or when requested;
- (ii) Provide written plans and procedures for medical and non-medical emergencies;
- (iii) Provide referrals under a written referral policy;
- (iv) Provide appropriate education and counseling; and maintain informed consent procedures, in conformity with Applicable Law;
- (v) Obtain a comprehensive patient history on all clients including, without limitation, information concerning: allergies; immunizations; use of prescription and other drugs, use of tobacco, recreational drugs, and alcohol; significant hospitalizations; surgery and illness; family history; reproductive history; and sexual history;
- (vi) Perform a general physical examination after age 21 for female clients, as deemed appropriate by their clinician with shared decision making with the client;
- (vii) Offer male clients who are requesting temporary contraception preventative services, including, but not limited to: height, weight, blood pressure, and genital exam, if indicated;
- (viii) Perform lab tests as required by the Medical Standards including: hemoglobin, pap smear, gonorrhea and chlamydia test, syphilis test, urine dipstick, HIV test, pregnancy test, and wet mount;
- (ix) Establish procedures for client notification;

- (x) Provide a broad range of acceptable and effective medically approved family planning methods (including natural family planning methods)
- (xi) Provide pregnancy testing and counseling. A pregnant client shall be offered the opportunity to be provided information and counseling regarding each of the following options: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. If requested to provide such information and counseling, provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling.
- (xii) Provide adolescent services and counseling, including encouraging family participation in the decision of seeking family planning services, and counseling on how to resist attempts to coerce minors into engaging in sexual activities; and,
- (xiii) Comply with state and local reporting requirements for sexually transmitted diseases, child abuse, child molestation, sexual abuse, rape or incest, and/or human trafficking.
- (q) **Sub-Recipient** shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate clinic attendance. **Sub-Recipient** shall address the health care needs of clients through formal (MOU/LOA) and robust linkages, and/or be integrated with comprehensive primary care providers.
- (r) **Sub-Recipient** shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of services and to promote continuing participation in the Project by persons to whom family planning services may be beneficial. All informational or educational material developed by **Sub-Recipient** for use in connection with the

Project shall be reviewed and approved by an Information and Education Committee established by **Sub-Recipient** in accordance with D.H.H.S. Regulations.

- (s) **Sub-Recipient** shall provide suitable and customary orientation and in-service training for all Project personnel.
- (t) **Sub-Recipient** shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in **I.F.H.C.**'s quality assurance program. **Sub-Recipient** must provide a high standard of care that conforms with standards of practice as established by D.H.H.S. and **I.F.H.C.**, through the employment of qualified personnel, the provision of safe, effective services which meet the needs of the community, and on-going monitoring and evaluation of services.
- (u) **Sub-Recipient** shall provide, to the maximum extent feasible, an opportunity for participation in the development, implementation and evaluation of the Project by persons broadly representative of all significant elements of the population to be served, and by others in the community knowledgeable about such needs.
- (v) **Sub-Recipient** shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"); and the Addendum to this Agreement. All information obtained by **Sub-Recipient** or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA and does not identify particular individuals. **Sub-Recipient** specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly

upon presentation of a written authorization as provided by Indiana law. **Sub-Recipient** acknowledges that the provisions of this paragraph (v) survive the termination of the Agreement.

- (w) **Sub-Recipient** should incorporate substance abuse disorder screening and referral when appropriate to help reduce adverse pregnancy-related outcomes and improve individuals' reproductive health generally.

2.4 **Sub-Recipient** shall not provide abortion as a method of family planning. Active involvement by staff in the provision of abortion; counseling which directs a client to reach a decision to terminate her pregnancy; making appointments; obtaining the signed consent form; providing transportation; or assisting clients in obtaining an abortion. Staff shall sign acknowledgment statements to demonstrate anyone who coerces or endeavors to coerce any person to undergo an abortion or sterilization procedure by threatening such person with the loss of, or disqualification for the receipt of, any benefit or service under a program receiving Federal financial assistance shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

2.5 **Sub-Recipient** shall not consider a family's economic status or ability to pay for services when determining an individual's eligibility for services provided under the Project.

2.6 **Sub-Recipient** Title X project shall be recognized so it is financially separate from activities which are prohibited under Section 1008 of the act. Financial separation is required to ensure Title X funds are not used for non-Title X services. Evidence of financial separation includes, but is not limited to:

- (a) Utilization of accounting system that includes a separate cost center and budget for the Title X project that allows for the tracking and validation of costs charged to the Title X grant;
- (b) Preparation of monthly financial statements by cost center;
- (c) Detailed transaction reporting in the General Ledger for direct expenses related to service delivery including, but not limited to items such as travel, purchased labs, contraceptives, etc.; and,
- (d) Existence of separate encounters for services that are outside the scope of Title X with clear allocations to separate cost centers. **I.F.H.C** requires

reasonable allocation methods in **Sub-Recipient's** financial accounting policies and those policies must be reviewed on a routine basis for accuracy and consistency.

2.7 To ensure affordability of services rendered, Sub-Recipient Title X project shall have a process to determine the reasonable cost of providing services in order to establish service charges to recover the reasonable cost of providing Title X services. In accordance with 45 CFR § 75.404, Sub-Recipient Title X project shall consider the following when establishing service charges:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: Sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

III.

Description and Scope of Services

To Be Provided by I.F.H.C.

3.1 **I.F.H.C.** shall advise **Sub-Recipient** of all pertinent changes in Applicable Law and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying **Sub-Recipient** of such changes will not relieve **Sub-Recipient** of the responsibilities described in this Agreement.

3.2 **I.F.H.C.** shall monitor programmatic and fiscal operations of the **Sub-Recipient** and may require changes to be implemented by the **Sub-Recipient** based on its findings.

3.3 Based on information obtained as a result of **I.F.H.C.** program staff contact with **Sub-Recipient**, including site visits, chart audits, and review of cost and patient data, **I.F.H.C.** may recommend appropriate technical assistance and/or training. If requested, **I.F.H.C.** shall recommend and/or provide appropriate technical assistance and/or training.

3.4 **I.F.H.C.** staff shall be available to **Sub-Recipient** on an ongoing basis to discuss policy and other questions.

IV.
Financial

4.1 The total amount of Title XX (Federal CFDA Number 93.667) and/or TANF (Federal CFDA Number 93.558) funds paid to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall not exceed **Eighty-Two Thousand and Seventy-Seven Dollars (\$ 82,077)**. This amount may be reduced by **I.F.H.C.**, in its sole discretion, if **I.F.H.C.** determines that **Sub-Recipient** will not utilize the full amount of funding allocated for any site during the Term of this Agreement. **Sub-Recipient** shall provide **I.F.H.C.** an itemized budget for each of the approved service sites in the following counties within forty-five (45) days of receipt of contracts: Monroe County:

Contract Period : 10/02/2021 – 09-30-2022	
Title XX	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 0
TANF	Total Contract Amount
Amount of Allocation for This Grant Period	\$ 82,077
Combined Totals of Title XX/TANF	\$ 82,077

4.2 **Sub-Recipient** shall expend the funds provided by **I.F.H.C.** under this Partnership in accordance with, and only for the purposes and uses permitted by Applicable Law, including, without limitation and in accordance with all **I.F.H.C.** policies and procedures, documents required to be filed with **I.F.H.C.**, and its approved budget. **Sub-Recipient's** actual expenditures for any category of its approved budget may deviate up to ten percent (10%) from the amount specified for such line item category (unless such deviation is otherwise prohibited by the terms and conditions of the I.D.O.H. Grant) during the Term of this Agreement. No greater deviation shall be permitted unless agreed to in writing by **I.F.H.C.** **Sub-Recipient's** total expenditures for all categories of its budget shall not exceed the total amount of the approved contract.

4.3 **Sub-Recipient** shall submit monthly claims for reimbursement to **I.F.H.C.**, in a format prescribed by **I.F.H.C.** For all months during the Term of this Agreement, except the final month of this Agreement, such claims for reimbursement shall be submitted by **Sub-Recipient** within thirty (30) days after the end of each month for incurred allowable expenditures made by the **Sub-Recipient** in the performance of the duties under this Agreement. **Sub-Recipient's** claim for reimbursement for the final month of this Agreement shall be submitted within thirty (30) days after the expiration of the Term of this Agreement and shall cover all incurred allowable expenditures made by **Sub-Recipient** during such final month in the performance of its duties under this Agreement, and all allowable amounts incurred by **Sub-Recipient** for obligations arising within the Term of this Agreement and in the performance of its duties under this Agreement, but not yet reimbursed. Failure to submit claims for reimbursement within the prescribed period may result in nonpayment of such claims.

4.4 All amounts paid by **I.F.H.C.** to **Sub-Recipient**, which are subsequently found to be unallowable under Applicable Law and/or applicable cost principles, shall be refunded by **Sub-Recipient** to **I.F.H.C.** on demand or, at **I.F.H.C.'s** option, may be withheld from amounts thereafter payable to **Sub-Recipient** under this Agreement (e.g. reducing future claims to be reimbursed).

4.5 Program income directly generated by a supported activity or earned as a result of this state award during the period of performance, except as provided on 45 CFR § 75.307(f) must be used for the purposes for which the award was made, and may only be

used for allowable costs under the award. For the purpose of this Agreement, program income is defined as fees, premiums, and third-party reimbursements which the Project may reasonable expect to receive. **Sub-Recipient** shall comply with applicable program requirements (e.g., 45 CFR § 75.307(e)) to collect and use program income as well as other operational funding. To meet the requirement of payer of last resort, **Sub-Recipient** must disburse program income, rebates, refunds, and interest earned on such funds to cover program costs before requesting additional cash payments from **I.F.H.C.** **Sub-Recipient** shall report program income to **I.F.H.C.** as part of the monthly claim summary and the Family Planning Annual Report (“FPAR”).

4.6 **Sub-Recipient** shall establish and implement travel reimbursement policies and procedures for allowable travel expenses incurred by its Project staff during the period of performance in compliance with the program requirements and rules. The reimbursement policy shall not exceed the rate published by the State of Indiana Travel Policy. (Refer to Section 4.8(r) for additional guidance.)

4.7 **Sub-Recipient** shall comply with salary limitation defined by D.H.H.S. to charge salary of Project staff to the award. Each year’s appropriations act limits the salary amount that **Sub-Recipient** may be awarded and charged to D.H.H.S./OASH grants and cooperative agreements. Award funds should not be budgeted to pay the salary of an individual at a rate in excess of Executive Level II. The 2021 Executive Level II salary of the Federal Executive Pay Scale is \$199,300. This amount is updated on the calendar year and reflects an individual’s base salary, exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization.

4.8 Grant funds and program income shall not be expended for:

- (a) Construction of buildings, building renovations;
- (b) Depreciation of existing buildings or equipment;
- (c) Contributions, gifts, donations;
- (d) Entertainment or food;
- (e) Automobile purchase;
- (f) Interest and other financial costs;
- (g) Costs for in-hospital patient care;

- (h) Fines and penalties;
- (i) Fees for health services;
- (j) Bad debts;
- (k) Contingency funds;
- (l) Executive expenses (e.g., car rental, car phone, entertainment);
- (m) Accounting expenses for government agencies;
- (n) Fund raising expenses;
- (o) Legal fees;
- (p) Legislative lobbying;
- (q) Equipment;
- (r) Out-of-state travel;
- (s) Dues to societies, organizations, or federations; or
- (t) Incentives.

4.9 **Sub-Recipient** shall report to **I.F.H.C.** total compensation for each of your five most highly-compensated executives for the preceding completed fiscal year if:

- (a) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 1770.320 (and subawards); and,
- (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards).

V.

Records and Reports

5.1 **Sub-Recipient** shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and matching funds, cost-sharing, and program income.

5.2 **Sub-Recipient** shall prepare and submit a quarterly program report, which shall be in a format prescribed by **I.F.H.C.** Such report shall include a description of Project activities, progress in accomplishing goals of the Project, personnel changes,

quarterly statistical reports, and such other information as **I.F.H.C.** may reasonably require. Failure to submit such reports by the thirtieth (30th) day of the month following the close of the quarter will result in non-payment of all reimbursement claims until such reports are reviewed.

5.3 **Sub-Recipient** shall provide **I.F.H.C.** with a copy of its certified audit report for the fiscal years preceding and under the Term of this Agreement.

5.4 **Sub-Recipient** shall maintain other records and reports which may be required by **I.F.H.C.** or I.D.O.H.

5.5 **Sub-Recipient** shall comply with the statistical and financial requirements of the FPAR.

5.6 **Sub-Recipient** shall, at **I.F.H.C.**'s request, make all Project, medical, and financial records available for review by D.H.H.S., I.D.O.H., the Comptroller General, or **I.F.H.C.**, or their designated representatives. Confidentiality and security of patient identification data shall be maintained.

5.7 **Sub-Recipient** shall participate in the collection of all patient and utilization data requested by **I.F.H.C.**, and provide such data to **I.F.H.C.**, or its agent, in the manner designated by **I.F.H.C.**

5.8 **Sub-Recipient** shall have its financial records audited annually by an independent certified public accountant to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement, **Sub-Recipient's** funding application, and approved budget. Such audit shall be conducted in accordance with the provisions of 2 CFR Part 200 and 45 CFR Part 75, and the completed audit report shall be in a form acceptable to **I.F.H.C.** and in conformance with D.H.H.S. Regulations. A copy of the completed audit report shall be forwarded to **I.F.H.C.** within thirty (30) days of receipt from the auditor or within nine (9) months of the end of the **Sub-Recipient's** fiscal year.

5.9 **Sub-Recipient** shall submit to an additional audit conducted by a designated representative of **I.F.H.C.** upon a showing of circumstances which result in a decision by **I.F.H.C.** that Project funds may have been improperly expended. The expense of such audit shall be borne by **Sub-Recipient**.

5.10 Except as hereafter provided or as otherwise provided under applicable D.H.H.S. Regulations, **Sub-Recipient** shall retain all records pertaining to the Project for three (3) years and ninety (90) days after the final audit has been completed upon the expiration or termination of the I.D.O.H. Grant.

- (a) If any audits, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of such period and have not been resolved, the records shall be retained until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.
- (b) Personnel and payroll records must be maintained for a minimum of seven (7) years after issuance of the applicable W-2s.
- (c) Records pertaining to the purchase of capital equipment must be maintained for a minimum of three (3) years after disposition of the equipment.

VI.

General Terms and Conditions

6.1 **Sub-Recipient** shall make no changes in the scope, direction, or type of service delivery of the Project, as described in this Agreement, or its approved budget, without the prior written approval of **I.F.H.C.** and/or the Office of Population Affairs.

6.2 In performing its duties under this Agreement, **Sub-Recipient** is acting as an independent contractor, not as an agent of **I.F.H.C.**, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

6.3 **Sub-Recipient** shall comply with all D.H.H.S. and I.D.O.H. Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patents, and copyrights to **I.F.H.C.**

6.4 **Sub-Recipient** shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the **Sub-Recipient**.

6.5 **Sub-Recipient** shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

6.6 **Sub-Recipient** shall procure and maintain for the Term of the this Agreement fire and extended coverage insurance covering all property owned or controlled by **Sub-Recipient** in an amount not less than its full insurable value. **Sub-Recipient** shall procure and maintain public liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for injury to one person, and Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to more than one person, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property.

6.7 **Sub-Recipient** shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that **Sub-Recipient** and all of its providers and non-physician practitioner(s) qualify as “Qualified Providers” under the Indiana Medical Malpractice Act, I.C. 34-18, et. seq., as amended (hereinafter “Malpractice Act”). **Sub-Recipient** and its providers and non-physician practitioner(s) shall maintain their Qualified Provider status under the Malpractice Act during the entire Term of this Agreement. **Sub-Recipient** shall make available to **I.F.H.C.** annually evidence of such malpractice insurance, and immediately notify **I.F.H.C.** of any provider who ceases to be covered by such insurance, as that provider must immediately cease providing medical services.

6.8 **Sub-Recipient** shall comply with the provisions of the Indiana Workmen’s Compensation Act and shall maintain worker’s compensation and employer’s liability insurance meeting all coverage requirements specified by Applicable Law and a limit of liability for employer’s liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident.

6.9 No insurer with whom **Sub-Recipient** contracts shall have any right of subrogation against **I.F.H.C.** **Sub-Recipient** shall indemnify and hold **I.F.H.C.** harmless from all liability, losses, costs, and damages, including attorney’s fees, arising from or connected with, directly, or indirectly, **Sub-Recipient**’s activities or performance of its

duties under this Agreement or the acts or omissions of **Sub-Recipient** or its agents', employees' or representatives' actions, omissions, business activities, negligence, recklessness, willful misconduct, or breach of this Agreement. **I.F.H.C.** shall be named as an additional insured on the medical malpractice and general liability policies required under this Agreement. A copy of the Certificate of Insurance for each policy shall be sent to **I.F.H.C.**

6.10 **Sub-Recipient** shall comply with D.H.H.S. and I.D.H. Regulations and all other Applicable Law pertaining to real property, equipment, and suppliers acquired with funds provided under this Agreement. **Sub-Recipient** shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by **I.F.H.C.** in accordance with D.H.H.S. Regulations and procedures. For purposes of this Agreement, the term "equipment" shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

6.11 **Sub-Recipient** warrants that, to its knowledge, no actions, suits or proceedings are pending or threatened which, if adversely determined, would have a material adverse effect on **Sub-Recipient's** financial condition or its ability to perform its duties under this Agreement.

6.12 **Sub-Recipient** shall give prompt notice to **I.F.H.C.** of any proceedings instituted against **Sub-Recipient** in any court or before any commission or other regulatory body which, if adversely determined, would have a material effect upon the Project, **Sub-Recipient's** assets or operations.

6.13 **Sub-Recipient** shall not pay any finder's fees or commissions to anyone with respect to this Agreement, or the Project, or the actions and transactions contemplated in this Agreement.

6.14 **Sub-Recipient** shall promptly pay all of its debts and obligations connected with this Agreement, including, but not limited to, all lawful claims which, if unpaid, might become a lien upon the property referred to in paragraph 6.10. However, **Sub-Recipient** need not pay any such claim as long as its validity is or shall be contested in good faith by **Sub-Recipient**.

6.15 This Agreement shall be binding on and inure to the benefit of, the parties hereto. The rights and obligations of **Sub-Recipient** under this Agreement shall not be assigned, transferred to or assumed, by merger or any other method, by any other party without the prior written consent of **I.F.H.C.**

6.16 **Sub-Recipient** shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972); Executive Order 11246; the Equal Pay Act of 1963; the Age Discrimination Act of 1967; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; and the "Title X Assurance of Compliance", all as amended from time to time.

6.17 This Agreement supersedes all existing agreements between the parties relating to the subject matter of this Agreement. In the event the provisions of this Agreement conflict with provisions of any other agreement between the parties, the provisions of this Agreement shall control. Except as otherwise expressly provided, each amendment of the Agreement shall be in writing and signed by both parties.

6.18 Any failure or delay on the part of **I.F.H.C.** in exercising any right, power or privilege under this Agreement shall not operate as a waiver of any part of this Agreement, nor shall a single or partial exercise of any such right, power, or privilege preclude the exercise of any other right, power, or privilege.

6.19 This Agreement, as well as **Sub-Recipient** documents required to be filed with **I.F.H.C.**, and its approved budget, shall be deemed to be amended to conform to all Applicable Law and the terms and conditions of the I.D.O.H. Grant. However, no such amendment shall create any additional liability between **I.F.H.C.** and **Sub-Recipient**, not specified or contemplated in this Agreement.

6.20 In the event that any of the provisions, terms or conditions of this Agreement are declared void or unenforceable by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

6.21 The **Sub-Recipient** certifies by signing this Agreement that **Sub-Recipient** will comply with the provisions of D.H.H.S.' "Certification Regarding Lobbying", which provides that no federal appropriated funds will be paid by or on behalf of the **Sub-Recipient**, to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the **Sub-Recipient** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.22 The **Sub-Recipient** shall comply fully with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104). **Sub-Recipient** is legally defined as a “private entity”. Provisions applicable to a **Sub-Recipient** that is a “private entity” are as follows.

- (a) The **Sub-Recipient**, and its employees, may not:
 - (i) Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;
 - (ii) Procure a commercial sex act during the period of time that the Agreement is in effect, or;
 - (iii) Use forced labor in performance of the award or sub-awards under the Agreement.
- (b) **Sub-Recipient** must inform **I.F.H.C.** immediately of any information **Sub-Recipient** receives from any source alleging a violation of a prohibition of this Agreement.
- (c) **I.F.H.C.** may unilaterally terminate this Agreement, without penalty, if **Sub-Recipient**:
 - (i) Is determined to have violated an applicable prohibition of this Agreement, or;
 - (ii) Has an employee who is determined by **I.F.H.C.** to have violated an applicable prohibition of this Agreement through conduct that is either:
 - (a) Associated with performance under this Agreement, or;
 - (b) Imputed to the Sub-Recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)”, as implemented by D.H.H.S. at 2 CFR Part 376.

VII.

Termination of Agreement or Suspension of Payments

7.1 This Agreement shall terminate automatically if the I.D.O.H. Grant to **I.F.H.C.**, or any portion of such Grant designated by **I.F.H.C.** for **Sub-Recipient's** Project, is transferred to another entity, reduced, suspended or terminated.

7.2 This Agreement may be terminated by **I.F.H.C.** upon thirty (30) days prior written notice to **Sub-Recipient**, if **Sub-Recipient** fails to comply with the provisions of this Agreement or with any additional requirements or conditions applicable to this Agreement.

7.3 In lieu of termination under the foregoing paragraph 7.2, **I.F.H.C.** may, in its sole discretion, issue a warning letter stating that **Sub-Recipient** has thirty (30) days to cure its noncompliance to the satisfaction of **I.F.H.C.** If **Sub-Recipient's** noncompliance is not cured to **I.F.H.C.'s** satisfaction at the end of the thirty day period, **I.F.H.C.** may suspend payments to **Sub-Recipient** under this Agreement. **I.F.H.C.** may also immediately suspend payments as a result of **Sub-Recipient's** noncompliance at **I.F.H.C.'s** sole discretion. If this Agreement is not already terminated, and if **I.F.H.C.** granted **Sub-Recipient** the opportunity to cure noncompliance pursuant to the foregoing, when **Sub-Recipient's** noncompliance has been corrected to the satisfaction of **I.F.H.C.**, payments to **Sub-Recipient** by **I.F.H.C.** under this Agreement shall be reinstated, subject to adjustment for unauthorized obligations incurred by **Sub-Recipient** before or during the suspension period. The terms of Paragraph 7.3 are permissive to **I.F.H.C.** Nothing in this Paragraph 7.3 shall be deemed to limit or modify **I.F.H.C.'s** right to terminate this Agreement pursuant to Paragraph 7.2.

7.4 This Agreement may be terminated by **Sub-Recipient** upon thirty (30) days prior written notice to **I.F.H.C.** in the event that:

- (a) **I.F.H.C.** fails to fulfill its obligations under this Agreement; or

(b) Additional requirements or conditions imposed on this Agreement by the Act and D.H.H.S. Regulations, or the terms and conditions of the I.D.O.H Grant would materially increase the costs or other burdens of **Sub-Recipient** in fulfilling its duties under this Agreement.

7.5 This Agreement may be terminated at any time by the mutual agreement of both **Sub-Recipient** and **I.F.H.C.**

7.6 In the event of termination under paragraph 7.1, **Sub-Recipient** shall only receive such payments as are provided and which are available for **Sub-Recipient's** Project under the terms of the I.D.O.H Grant, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.7 In the event of termination under paragraphs 7.2, 7.4, or 7.5, **Sub-Recipient** shall be entitled to reimbursement for any expenses reasonably and necessarily incurred prior to termination and in the satisfactory performance of its duties under this Agreement, and **I.F.H.C.** shall have no further liability to **Sub-Recipient**.

7.8 In the event of any such termination, all finished or unfinished documents, data, studies, and reports prepared by **Sub-Recipient** under this Agreement shall be disposed of according to **I.F.H.C.** instruction. **Sub-Recipient** reserves the right however, to make unrestricted use of data for research and reporting purposes.

7.9 Nothing herein shall be construed to relieve either party of liability for damage sustained by the other by virtue of its breach of the terms and conditions of this Agreement.

VIII.

Procedure for Appeal and/or Arbitration

8.1 **Sub-Recipient** may appeal to the Board of Directors of **I.F.H.C.** in the event **I.F.H.C.** terminates this Agreement pursuant to Paragraph 7.2. **Sub-Recipient** shall not be entitled to submit any dispute regarding termination of this Agreement pursuant to Paragraph 7.2 to arbitration as provided in Paragraph 8.2 unless **Sub-Recipient** first appeals to the Board of Directors of **I.F.H.C.** and complies fully with the procedure therefore as described below.

8.2 The procedure governing such an appeal shall be as follows:

- (a) Written notice of **Sub-Recipient's** intent to appeal shall be delivered to the President of **I.F.H.C.** within fifteen (15) days after the date **Sub-Recipient** received notice of **I.F.H.C.'s** termination under Paragraph 7.2.
- (b) The notice of appeal shall set forth the reasons for the appeal and shall be accompanied by all substantiating data.
- (c) The President of **I.F.H.C.**, or a designated representative, shall notify the Chair of the Board of Directors of **I.F.H.C.** within ten (10) days of receipt of the notice of appeal. The Chair of the Board shall, in turn, notify the Executive Committee which shall decide whether to allow or disallow such appeal.
- (d) In the event the Executive Committee disallows such appeal, **Sub-Recipient** shall be notified promptly of such decision.
- (e) In the event the Executive Committee allows such appeal, **Sub-Recipient** shall be promptly notified and shall be permitted to make a presentation to the Board of Directors of **I.F.H.C.** at a time mutually convenient to both parties, but not more than thirty (30) days after receipt of the notice of appeal.
- (f) The Board of Directors will consider the evidence presented by **Sub-Recipient** and will advise **Sub-Recipient** of its decision within fifteen (15) days after such presentation.

8.3 The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

- (a) All decisions rendered pursuant to Paragraphs 8.1 or 8.2 herein.
- (b) All actions for breach of this Agreement or noncompliance brought by either **I.F.H.C.** or **Sub-Recipient**.
- (c) All other actions or claims asserted by **I.F.H.C.** arising from management or administration of the Project by **Sub-Recipient**.
- (d) All other actions or claims asserted by **Sub-Recipient** arising from **I.F.H.C.'s** management or administration of the I.D.O.H Grant.

- (e) All other disputes relating to this Agreement or the subject matter of this Agreement.

The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Indiana's Arbitration Act, I.C. 34-57-2 *et seq.*, as amended, and that each party shall bear its own costs arising from the arbitration proceedings; *except*, that if the parties cannot agree on the appointment of the arbitrator(s) within ten (10) days following reference of any dispute to arbitration, the appointment of the arbitrator(s) shall be made by the American Arbitration Association.

IX.

Notice

9.1 All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

If to **I.F.H.C.:**

**Indiana Family Health Council, Inc.
151 N. Delaware Street, Suite 520
Indianapolis, IN 46204**

If to **Sub-Recipient:**

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

or to such other address as either party shall specify to the other by written notice.

9.2 This Agreement shall be governed, interpreted, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to conflict of law principles. Subject only to Paragraph 8.3, the parties hereto irrevocably consent to and waive any objection to the jurisdiction and venue of courts of the State of Indiana, Marion County, with respect to any and all actions related to this Agreement, the interpretation of this Agreement, or the enforcement thereof. Each party agrees not to bring a claim or suit in any other venue. Furthermore, each party hereby expressly agrees and acknowledges that this provision is reasonable and that it has:

- (a) Read this provision,
- (b) Been provided the opportunity to consult with counsel concerning the meaning and effect of this provision, and,
- (c) In no way been coerced or forced to agree to this provision.

9.3 **Sub-Recipient** understands and acknowledges that any or all of the documents or records provided to **I.F.H.C.** during the course of the Project may be deemed to be subject to public disclosure under Indiana's Access to Public Records Statute, I.C. 5-14-3 *et seq.*, and **Sub-Recipient** waives any right or claim of liability as against **I.F.H.C.** arising from such disclosure.

X.

Designated Officials

10.1 The **Sub-Recipient** appoints **Dr. Thomas Sharp** as its designated agent for administering **Sub-Recipient's** obligations under this Agreement.

10.2 **I.F.H.C.** appoints **Kristin A. Adams, Ph.D., CHES** as its designated agent for administering **I.F.H.C.'s** obligations under this Agreement.

10.3 The individuals designated in paragraphs 10.1 and 10.2 are designated for the purpose of notice and convenience, and under no circumstance shall either person identified in Paragraphs 10.1 or 10.2 be held personally or individually liable or responsible for the actions, representations or undertakings contained herein or taken pursuant to this Agreement by **I.F.H.C.** or **Sub-Recipient**.

10.4 Either party may change its designated contact for administering this Agreement by providing written notice to the other party of such change as provided in Paragraph 9.1.

**INDIANA FAMILY HEALTH
COUNCIL, INC.**

**MONROE COUNTY
HEALTH DEPARTMENT**

By: _____
President & CEO

By: _____
President, Monroe County
Commissioners

Date: _____

Date: _____

By: _____
Monroe County Auditor

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:

The Monroe County Health Department opted to use CoAg grant funding for direct support to schools. These funds are for COVID-19 response and immunization. These agreements are funded by the CoAg (school) grant that runs from July 1, 2021 through June 2022.

The following schools have submitted signed MOAs and attestations for compliance of regulations during the grant cycle. Each school is working on the deliverables; has submitted the requested assessment and named a liaison.

Lighthouse Christian
Richland Bean Blossom

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="CoAg Supplemental Workforce"/>	<input type="text" value="8111"/>	<input type="text" value="\$51,638.60"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:

Memorandum of Agreement for Public Health Crisis Services to Assist Local Schools with COVID-19 Response Activities

Agreement made and entered into by and between the Monroe County Health Department ("Department") and the Monroe County Board of Commissioners (collectively referred to as "Monroe County") and Lighthouse Christian Academy, a licensed school within the boundaries of Monroe County, (referred to as the "School").

Monroe County has received grant funds from the Indiana Department of Health ("IDOH") to hire a COVID-19 School Liaison, to work with local schools to complete a Public Health & COVID-19 School Needs Assessment, and to develop relationships and services which will improve the local response to the COVID-19 pandemic and promote public health. Monroe County and School mutually agree as follows:

A. This Agreement shall require School to do the following:

1. Identify, name, and report to Monroe County the specific School personnel, who will directly work with Monroe County and Monroe County's COVID-19 School Liaison ("Liaison"), as the Liaison carries out the terms of this Agreement. For informational purposes only, a copy of the Liaison's draft job description is attached and incorporated, as "Exhibit A". As the Liaison is a Monroe County employee, Monroe County reserves the right to unilaterally change the terms of the job description, but shall keep School informed of any changes.
2. Thoroughly read and review the attached and incorporated twenty (20) page "Exhibit B", which is a copy of a Grant Agreement between Monroe County and the IDOH, and which describes the purpose, goals, and objectives of the Grant Program. Pages 1 through 3 of "Exhibit B" are, in particular, important in describing the requirements Monroe County must adhere to and which they will need the School's assistance to implement.
3. Complete the COVID-19 School Needs Assessment for their students and the School, with assistance from the Liaison as needed.
4. Complete any other tasks, listed on pages 1 through 3 of Exhibit B, which are required of Monroe County and which the Liaison directs shall be completed. The Liaison shall assist, as needed.
5. Cooperate with Monroe County's Liaison and provide data and information to Monroe County, upon request, in order for Monroe County to properly report back to IDOH.
6. Report all COVID-19 cases, conduct appropriate contact tracing, follow isolation and quarantine protocols required by Monroe County, IDOH, or other legal authority recognized by Monroe County.
7. Deliverables to be completed by the schools are as follows:

Deliverable 1: Complete item 1 under subsection A, sign this Memorandum of Agreement (MOA), and attest to compliance with local, state, and federal regulations from July 1st, 2021 to present.

Deliverable 2: Complete item 3 under subsection A and provide the School's plans/processes being used for outbreaks of communicable disease, including COVID-19.

Deliverable 3: School will submit report on use of funds received. This includes information on how funds are being spent or how funds will be spent, if being saved.

B. This Agreement shall require Monroe County to do the following:

1. In exchange for the completion of tasks listed above, which may be further clarified and detailed in future email and other communications between the parties, provide funds to School in an initial amount of \$12,929.50, which shall be paid in 3 installments. In Monroe County's discretion, this amount may be supplemented with further "bonus" payments should Monroe County receive such funds and determine it appropriate to provide such "bonus" payments to School.
2. Ensure that Monroe County's data and information requests are specific, clear, and detailed, in order to properly report back to IDOH.

C. Both School and Monroe County agree that the following terms shall apply throughout the term of this Agreement:

1. This Agreement shall be from the date executed by both parties, below, and shall terminate no later than June 30, 2022. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
2. School assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. School is aware of Monroe County's policy prohibiting harassment of any kind. If School or any of its personnel, volunteers, or representatives becomes aware of any harassment, School shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that School, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
4. In addition to the requirements in Paragraph A (6), School shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. School shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from School's noncompliance. *If required by law*, School will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - School to enroll in and verify the work eligibility status of all newly hired employees of the School through the E-Verify program.
 - School is not required to verify the work eligibility status of all newly hired employees of the School through the E-Verify program, if the E-Verify program no longer exists.
 - School must sign an affidavit affirming that School does not knowingly employ an unauthorized alien.
5. It is fully understood and agreed that School and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
 - School is NOT performing this work under the supervision or direction of Monroe County.
 - School shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - School shall have exclusive control over the means, methods and details of fulfilling their obligations under this Agreement; however, Monroe County will provide feedback to and, if it deems necessary, review any drafts submitted by School.

- School personnel shall not be considered an employees or agents of Monroe County for any purpose.
- School shall pay its employees all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

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

7. Notices to School shall be sent to 1001 W. Third Rd., Bloomington IN 47403 and notices to Monroe County shall be sent to the Legal Department at the Courthouse, Room 220, 400 W. Kirkwood Ave., Bloomington, IN 47404.

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

James S. Spiegel
 By: Printed Name of Representative for SCHOOL CORPORATION

James S. Spiegel
 Signature of Representative of SCHOOL CORPORATION

Date: 5-19-22

By: Penny Caudill, Monroe County Health Administrator

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
 this _____ day of _____, 2022.

"AYES"

 Julie Thomas, President

 Penny Githens, Vice President

 Lee Jones, Member

"NAYS"

 Julie Thomas, President

 Penny Githens, Vice President

 Lee Jones, Member

ATTEST:

 Catherine Smith, Auditor

ATTESTATION

School, in order to participate in the Public Health and COVID-19 School Needs Assessment Grant, attests and certifies that it has complied with local, state, and federal regulations from July 1st, 2021 to present.

James S. Spiegel
By: Printed Name of Representative for SCHOOL CORPORATION

James Spiegel
Signature of Representative of SCHOOL CORPORATION

Date: 5-19-22

Exhibit A

Monroe County COVID-19 School Liaison Job Description

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

PAT A

POSITION: COVID-19 School Liaison
DEPARTMENT: Health
DIVISION: Public Health Emergency Preparedness
WORK SCHEDULE: 8:00 a.m. - 5:00 p.m., M-F
JOB CATEGORY: PAT (Professional, Administrative, Technological)

DATE WRITTEN: December 2021

STATUS: Full-time

DATE REVISED:

FLSA STATUS: Non-exempt

To perform this grant funded position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless the accommodation would present an undue hardship.

Incumbent serves as the grant funded COVID-19 School Liaison responsible for performing a wide variety of tasks such as monitoring and following up school cases and assisting with case management.

DUTIES:

Communicates and coordinates with local schools to assist with management of COVID-19, including assessing needs and monitoring COVID-19 case load.

Monitors cases in schools, isolation and quarantine processes, and ensures accurate school reporting. Performs site visits at schools as needed to assess processes and assist with developing improvement plans.

Analyzes reports for potential contacts missed, linked cases, and possible areas of improvement. Assesses and assists with other needs related to COVID-19 that may arise.

Ensures each school completes required assessments by deadlines.

Identifies when deliverables are met by each school and submits necessary documentation for reimbursement. Develops documents for tracking and process and deliverables and reports completion to Finance for payments.

Assists with contact tracing during outbreaks and provides additional support to nurses as needed. Assists with school clinics or clinics that serve students, faculty, and staff.

Maintains current list of testing and vaccination options and makes referrals as needed.

Attends various meetings, including taking minutes and assisting with planning and implementing approved plans.

Provides status reports to Nurse Manager, PHEP Coordinator, and Health Administrator.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Associate's degree in public health nursing, emergency preparation, epidemiology, or a related field. Baccalaureate degree, NIMS training, and access to an immunization reporting system preferred.

At least 21 years of age.

Ability to meet all department hiring and retention requirements, including passage of a drug test.

Practical knowledge of public health laws, regulations, and related operations, methods, principles and safety measures with ability to assist medical professionals, evaluate processes, and make recommendations for improvement.

Practical knowledge of communicable diseases and vaccinations, especially COVID-19, with ability to perform contact tracing and make referrals as needed.

Practical knowledge of standard office procedures, basic computer skills including data processing/spreadsheet/email, as well as Department-specific software/applications, with ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Practical knowledge of grants and grant administration with ability to meet grant requirements, including collecting data and compiling reports.

Working knowledge of basic filing systems with ability to create and maintain accurate and complete Department files.

Working knowledge of standard English grammar, spelling, and punctuation and ability to prepare correspondence and reports.

Ability to properly drive a vehicle and operate a variety of standard office equipment, including computers, calculators, and other equipment as needed.

Ability to comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Ability to effectively communicate orally and in writing with co-workers, other County and State departments, other health professionals, all area schools and educational professionals, and the public including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time, under time pressure.

Ability to prepare detailed airports, such as financial activity and improvement plans.

Ability to perform simple arithmetic operations, such as counting, adding, and subtracting.

Ability to compare or observe similarities and differences between data/people/things, perform arithmetic operations with data, analyze/compile/collate/evaluate data, and make data-driven decisions.

Ability to occasionally work evenings and respond to emergencies on a 24-hour basis and from an off-duty status.

Possession of a valid driver's license and a demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent operates within broad and general guidelines, exercising discretion and independent judgment in selecting the appropriate approach or adapting unclear guidelines to address specific situations. Numerous duties are performed that are not directly related to one another.

III. RESPONSIBILITY:

Incumbent is responsible for proper completion of assigned tasks where desired results are clearly indicated. Incumbent exercises independent judgment in a variety of situations and circumstances, using departmental policies for guidance. Unusual problems or situations are discussed with the supervisor, and work product is periodically reviewed for soundness of judgement, compliance with legal requirements, and effect on Department goals and objectives.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County and State departments, other health professionals, all area schools and educational professionals, and the public for the purpose of exchanging information, rendering service, negotiating solutions, and providing instruction.

Incumbent reports directly to the Administrator.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs a majority of duties in a standard office environment, in local school buildings, and health clinics, involving sitting/walking at will, driving, lifting/carrying/pushing/pulling objects weighing less than 50 pounds, handling/grasping/fingering objects, bending, close vision, color perception, hearing sound/communication, and speaking clearly. Safety precautions must be followed at all times to avoid injury to self and others, including wearing protective clothing and equipment (PPE) as needed.

Incumbent occasionally works evenings and responds to emergencies on a 24-hour basis and from an off-duty status.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of COVID-19 School Liaison for the Monroe County Health Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

I understand that this is a 100% grant-funded position with an anticipated length of one (1) year. Although the grant is expected to end after one (1) year, sometimes additional funding can be obtained to extend a grant beyond the end date. If that would occur, your employment under the grant could be extended.

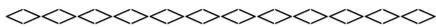
I also understand that if the grant that provides funding for materials, supplies, compensation, benefits, and/or any other costs associated with this position is terminated either by the grantor or the County, the position shall be terminated unless otherwise approved for funding by the County Council. Such termination of the position does not require the County to hire or transfer the employee to any other position(s) within the County.

Is there anything that would keep you from meeting the job duties as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor signature

Date

Type or Print name

Exhibit B

Grant between Monroe County Health
Department and Indiana Department of
Health (includes latest amendment)

Crisis Co Ag COVID-19 Local Health Department (LHD) School Support Sustainment Grant

ATTACHMENT A (Amended)

- 1.) Each LHD is required to hire and train the staff necessary to assume role of school liaison as outlined below.
 - a. *If existing staff are fulfilling the requirements contained herein, the LHD is not required to hire additional staff. The existing staff salaries may be increased with this funding so long as job description, role and responsibilities are reflective of the work.*
 - ❖ *IDOH has provided Red Cap link for LHDs to submit School Liaison contact information.*
 - ✓ *Submit Red Cap to IDOH by April 1, 2022*

LHD School Liaison will work closely with IDOH School Nurse Consultant and Epidemiology and Preparedness Field staff to support the schools. Immunizations Quality Assurance Specialists are available as needed for vaccine related activities.

- 2.) LHD School Liaison Responsibilities:
 - Establish reporting / meeting cadence with IDOH, LHD representatives, and school representatives to ensure open communication and an understanding of current guidance and consideration of COVID-19 as well as all communicable disease(s) as defined in 410 Indiana Administrative Code.
 - Provide timely feedback to LHD and IDOH regarding current initiatives and report as initiatives are completed, expanded, and added.
 - ❖ Reporting to IDOH including progress made with schools to achieve requirements set forth below: school assessment, communicable disease response plans, immunization catch-up and COVID-19 clinics, educational information progress and new initiatives identified to support schools.
 - ❖ IDOH will provide a reporting template by March 1, 2022.
 - ✓ *Initial report due to IDOH by June 30, 2022*
 - School needs assessment – submit initial assessment and possible additional assessments at specified intervals.
 - ❖ The School Needs Assessment Survey is still open (via Red Cap survey) and can still be completed if you have not received and/or completed to date.
 - ✓ *Must be completed by May 1, 2022.*
 - ❖ Given this is an existing requirement under the original grant, the IDOH will conduct District meetings with LHDs to review outcomes and provide feedback. IDOH will schedule 10 District Assessment Feedback sessions to be held between June 1 – June 30, 2022.
 - ✓ *Attend IDOH LHD School Assessment Feedback session by June 30, 2022*
 - Other needs may be identified during the grant period that will be evaluated to determine if they qualify for inclusion in this work.

- Collaborate with various LHD initiatives to identify opportunities to move additional support toward the K-12 school environment.
- Design and provide education related to COVID and other communicable diseases to:
 - Schools
 - Families (through schools)
 - ❖ The IDOH will provide a Best Practice Toolkit by March 30, 2022, for LHDs to utilize with schools.
 - ✓ *Include progress in report as noted above due by June 30, 2022*
- Support schools in their communicable disease response plans to ensure continuity of planning throughout the jurisdiction.
 - Have a working knowledge of 410 Indiana Administrative Code, Article 1 and the IDOH Communicable Disease Reference Guide for Schools and support schools in their understanding of responsibilities, including:
 - Compliance with infection control measures
 - Communicable disease reporting
 - Outbreak management
 - ❖ The IDOH will provide a reporting template for ensuring schools have received the reference guide and support as requested in understanding thereof by March 1, 2022.
 - ✓ *LHD will submit School Reference Guide Distribution report to IDOH by May 30, 2022*
 - IDOH will provide a School Communicable Disease Reference Guide Appendix A planning guide for the School Liaison and LHD to complete for its jurisdiction.
 - ❖ IDOH will provide the updated Appendix A by February 28, 2022, which will include a planning template for LHDs to complete with schools.
 - ✓ *LHD will have had at least one meeting with each school and/or school district to begin completing the updated Appendix A by May 30, 2022. Documented by submitting sign-in sheets to IDOH*
- Coordinate recovery of pandemic-related deficits in student health including:
 - Vision (IC 20-34-3-12) and hearing (IC 20-34-3-14) screenings - to occur at a minimum, once a semester
 - Dental health screenings - to occur at a minimum, once a semester although not represented in IC, are strongly recommended
 - Immunizations recommended by the CDC Advisory Committee on Immunization Practices for school-aged children: Immunization clinics – COVID-19 vaccines will be provided along with childhood vaccinations and seasonal influenza vaccine. Clinics may be provided per school/district or within specific jurisdictions based on the school-based needs assessment. Immunization clinics will occur a minimum of once each semester
 - ❖ The IDOH will provide a reporting template for submitting activity completion for vision and hearing screenings, dental health screenings (if able) and immunization clinics by March 1, 2022.

✓ LHD will submit Recovery Activity Report to IDOH by June 30, 2022

- Support the schools by:
 - Providing hands-on support in the school/districts when supporting initiatives OR coordinating all initiatives
 - Identifying both external and internal resources available to support LHDs and schools to continue and sustain best practices and initiatives as identified through this work.

GRANT AGREEMENT

Contract #000000000000000000059316

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$440,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee 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.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Cooperative Agreement for Emergency Response: Public Health Crisis Response

CFDA # 93.354

If State Funds: Program Title N/A

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a weekly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2021** and shall remain in effect through **June 30, 2022**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$440,000.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within (20) twenty calendar days following the end of the month 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 (thirty) 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A and B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. 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 **Attachment D** (Guidelines for Non-governmental Entities).

D. The Grantee must provide a copy of its Audit Report to:

Indiana Department of Health
2 North Meridian Street, Audit Section 2C-99
Indianapolis, IN 46204

9. Compliance with Laws.

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

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

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

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

or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

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

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

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

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

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:

Christina Kempf
Monroe County Health Department
100 W Kirkwood Room 204
Bloomington, IN 47404
Email: ckempf@co.monroe.in.us

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. – Deleted

26. HIPAA Compliance.

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments

No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

28. 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: _____

- Compliance with Audit and Reporting Requirements; Maintenance of Records-modified
- HIPAA Compliance-added
- Amendments-added
- Implementation of and Reporting on the Project – modified
- Insurance - modified
- Order of Precedence; Incorporation by Reference - modified
- Payment of Claims- modified
- Project Monitoring by the State
- Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties – Deleted
- Representations and Warranties of the Grantee

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

MONROE COUNTY HEALTH DEPARTMENT

By: *Commissioners Office*
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 12/15/2021 | 16:20 EST

Indiana Department of Health

By: *[Signature]*
FD195E4E7AF9428...

Title: IDOH Chief of Staff

Date: 12/15/2021 | 23:18 EST

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

ATTACHMENT A
Crisis Co Ag Supplemental Workforce in Schools
July 1st, 2021 – June 30th, 2022

INTRODUCTION The Division of Emergency Preparedness (DEP) and Epidemiology Resource Center (ERC) within the Indiana Department of Health (IDOH) are responsible for administering the Epidemiology and Laboratory Capacity Control of Emerging Infectious Diseases (ELC) Grant as well as Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). CFDA #93.323. All funds are received from the Centers for Disease Control and Prevention (CDC) to support COVID-19 response activities. The intent of this funding is to sustain and support local public health COVID-19 Response efforts with a focus specifically on schools. The goal of this funding is to provide additional resources to the Local Health Departments (LHDs) to lead the support efforts directly with schools and their actions as it relates to the COVID-19 pandemic. This funding allocation is based on a jurisdictional population tier. The IDOH will provide funding to LHDs to hire additional staff (minimum 1 – maximum 7) or assign existing staff to support continued COVID-19 Response efforts in K-12 schools and community within their jurisdictions. The personnel needed to accomplish the goals set forth may vary, and a staffing model is to be determined by the LHD. The additional team member(s) or existing staff will act as the School COVID-19 Liaison and be identified as the subject matter expert related to COVID – 19 Response in the schools. If the LHD determines additional staffing is not needed and all deliverables are being met by utilizing current staff, funding may be utilized on other supplies, equipment and/or personnel dedicated to sustainment of COVID-19 public health response activities in accordance with Crisis CoAg and ELC funding guidelines. A list of unallowable expenses is provided by IDOH under Attachment B of this agreement.

FUNDING PERIOD

Grant period will be one year in length with option to extend an additional year for a total of 2 years.

DELIVERABLES AND % FUNDING ASSOCIATED

Deliverable 1: Fully executed contract

Percentage of Funding: 25%

Submitted to: LHD authorized agent complete signature in State *DocuSign* system.

Deliverable 2: Submit school liaison(s) contact information

School liaison may be new and/or existing personnel.

Percentage of Funding: 25%

Submitted to: via RedCap survey provided by IDOH by NOV 26, 2021

Deliverable 3: Complete Public Health & COVID-19 Needs School Assessment

Percentage of Funding: 25%

Submitted to: RedCap survey link provided by IDOH by DEC 01, 2021

Note: school needs assessment guidance and deliverable will be included in Red Cap provided by IDOH.

Deliverable 4: K-12 School Portal Reporting

Weekly K-12 School Portal data submitted for at least 3 months. Once 3 months of complete data submitted, LHD may submit for 25% of funding. The K-12 School Portal must be completed and/or verified by LHD as able dependent of school compliance. If schools are not completing the K-12 Portal, the LHD must reach out to offer assistance in completing. If the school(s) are not reporting and are not willing to work with LHD to support them in reporting the data, the LHD must submit documentation stating as such to the IDOH.

Note – the sub-awardee (LHD) will not be penalized for non-compliance and/or participation from school(s).

Percentage of Funding: 25%

Submitted to: K-12 Portal and/or school non-participation documentation shall be submitted to IDOH Chief School Nurse Consultant, Iramsey@isdh.in.gov and Local Public Health Preparedness Field Coordinator.

ADDITIONAL REQUIREMENTS

COVID-19 School Liaison *(not inclusive)*

While these are not deliverables tied to obtaining the funding set forth, the IDOH encourages participation in good faith of the grant intent. The IDOH expects the school liaison(s) to establish relationships with all schools/districts within the jurisdiction. As a part of relationship development, the liaison will complete the Public Health & COVID-19 School Needs Assessment of each school district (minimally) within jurisdiction to determine COVID-19 Needs assessments may also identify areas where additional resources are needed to support the current COVID -19 response within the school/district. If school district boundaries cross Local Health Department jurisdictions, the LHDs included will agree on who will be completing the Needs Assessment and submit via Red Cap. This will ensure continuity of assessment and subsequent activities associated.

Additional responsibilities and suggested activities;

1. Provide hands on care and support in the school/districts to ensure COVID-19 mitigation and control efforts are achieved as accepted by the school/ districts.
2. Support the schools/districts by coordination of initiatives, identification of external and internal resource needs.
 3. Support School Vaccination Clinics: a. Ensure COVID-19 vaccines, routine childhood vaccinations and flu vaccine are made available to all students by offering at least 1 vaccination clinic per semester in schools and/or in community(s) whereby all students in jurisdiction have access to clinic.
4. COVID-19 Testing: b. Offer testing options within the school and/or ensure community-based access to testing are available, known and promoted within schools.
 - c. Offer guidance and provide education when knowledge deficits exist
 - d. Support testing in schools by connecting schools with testing resources and options.
 - e. If requested, provide on-site testing assistance to schools.
5. COVID-19 Contact Tracing and/or Support:
 - a. Provide guidance and education related to contact tracing, quarantine and isolation based on CDC and IDOH guidance.
 - b. Provide support in schools when needed to assist in contact tracing efforts.
 - c. Ensure IDOH K-12 School Portal completed by every school weekly. i. Aid schools by reporting on their behalf OR ensuring school is reporting as required.
6. Public Health Education:
 - a. In coordination with IDOH, provide information to schools/district focused on public health priorities including COVID-19 and other infectious disease that are reportable through the communicable disease reporting code. i. Note, the IDOH will provide information to be shared with schools by DEC 30, 2021.

Monroe County Health Department Attachment B
Division of Emergency Preparedness
Workforce Development CoAg Sub-awardee

CFDA:	93.354	Vendor ID:	0000064555
Budget Period:	07/01/2021-6/30/2022	Federal Fiscal Year:	2022

Address:	100 W KIRKWOOD RM 204 BLOOMINGTON 47404
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Name of Signatory: (Encompass e-signatory)	Commissioners Office
Email:	commissionersoffice@co.monroe.in.us

Name of Program Contact:	Christina Kempf
Email:	ckempf@co.monroe.in.us

Federal grant funds have been awarded by the Centers for Disease Control and Prevention (CDC) through the Indiana Department of Health (IDOH) to sub-awardee to establish, expand, train, and sustain the State and Local Territorial public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives. All expenses claimed for reimbursement by the sub-awardee must directly support the achievement of this goal. All claims for reimbursement shall be submitted electronically to IDOH.

This is deliverables-based sub-awardee agreement with weekly reporting requirements (K-12 School Portal reporting) to the IDOH. The primary intention of this grant is to support COVID-19 sustainment of local public health school and community response efforts. If after the completion of the herein delineated deliverables the local health department has leftover funds in this grant fund, the funds are allowed to be used for supplies, personnel, equipment, travel and/or any other activities allowable under the federal award. Any expenditures must be in accordance with the Crisis Cooperative Agreement and ELC funding guidelines, as well as IDOH and CDC Guidance. See attached documents for a complete list of unallowable expenses. The following list contains unallowable costs under the guidelines:

- Non-COVID related spending
- Major construction/renovations
- Research
- Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC)
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.
- **Please direct any questions about allowable expenses to the Division of Emergency Preparedness for consideration.**

The initial grant will be one year in length with an option to extend an additional year for a total of two years. All services and activities reflected in the budget for the Workforce Cooperative Agreement funded herein must be completed by **June 30, 2022**. Administrative funds can be drawn down quarterly in advance. Sub-awardee shall procure and claim all funds in their approved budget by **April 27, 2022**. Final invoicing is due on or before **August 29, 2022**.

Monroe County Attachment B.pdf - Adobe Acrobat Reader DC (32-bit)

Workforce Development CoAg Award	\$440,000.00
Total Allotment:	\$440,000.00

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.354

Grant Award Number: NU90TP922179

Award Name: Cooperative Agreement for emergency Response: Public Health Crisis Response

1) Incorporation

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

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

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

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

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

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and

implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

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

7) Non-Delinquency on Federal Debt

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

8) Federal Funds Disclosure Requirements

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

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

This publication (journal article, etc.) was supported by the Behavioral Risk Factor Surveillance System from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

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

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

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee

Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

11) Federal Lobbying Requirements

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

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

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.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.

Memorandum of Agreement for Public Health Crisis Services to Assist Local Schools with COVID-19 Response Activities

Agreement made and entered into by and between the Monroe County Health Department ("Department") and the Monroe County Board of Commissioners (collectively referred to as "Monroe County") and Richland Bean Blossom Community School Corporation, a public school corporation within the boundaries of Monroe County, (referred to as the "School").

Monroe County has received grant funds from the Indiana Department of Health ("IDOH") to hire a COVID-19 School Liaison, to work with local schools to complete a Public Health & COVID-19 School Needs Assessment, and to develop relationships and services which will improve the local response to the COVID-19 pandemic and promote public health. Monroe County and School mutually agree as follows:

A. This Agreement shall require School to do the following:

1. Identify, name, and report to Monroe County the specific School personnel, who will directly work with Monroe County and Monroe County's COVID-19 School Liaison ("Liaison"), as the Liaison carries out the terms of this Agreement. For informational purposes only, a copy of the Liaison's draft job description is attached and incorporated, as "Exhibit A". As the Liaison is a Monroe County employee, Monroe County reserves the right to unilaterally change the terms of the job description, but shall keep School informed of any changes.
2. Thoroughly read and review the attached and incorporated twenty (20) page "Exhibit B", which is a copy of a Grant Agreement between Monroe County and the IDOH, and which describes the purpose, goals, and objectives of the Grant Program. Pages 1 through 3 of "Exhibit B" are, in particular, important in describing the requirements Monroe County must adhere to and which they will need the School's assistance to implement.
3. Complete the COVID-19 School Needs Assessment for their students and the School, with assistance from the Liaison as needed.
4. Complete any other tasks, listed on pages 1 through 3 of Exhibit B, which are required of Monroe County and which the Liaison directs shall be completed. The Liaison shall assist, as needed.
5. Cooperate with Monroe County's Liaison and provide data and information to Monroe County, upon request, in order for Monroe County to properly report back to IDOH.
6. Report all COVID-19 cases, conduct appropriate contact tracing, follow isolation and quarantine protocols required by Monroe County, IDOH, or other legal authority recognized by Monroe County.
7. Deliverables to be completed by the schools are as follows:

Deliverable 1: Complete item 1 under subsection A, sign this Memorandum of Agreement (MOA), and attest to compliance with local, state, and federal regulations from July 1st, 2021 to present.

Deliverable 2: Complete item 3 under subsection A and provide the School's plans/processes being used for outbreaks of communicable disease, including COVID-19.

Deliverable 3: School will submit report on use of funds received. This includes information on how funds are being spent or how funds will be spent, if being saved.

B. This Agreement shall require Monroe County to do the following:

1. In exchange for the completion of tasks listed above, which may be further clarified and detailed in future email and other communications between the parties, provide funds to School in an initial amount of \$38,709.10, which shall be paid in 3 installments. In Monroe County's discretion, this amount may be supplemented with further "bonus" payments should Monroe County receive such funds and determine it appropriate to provide such "bonus" payments to School.
2. Ensure that Monroe County's data and information requests are specific, clear, and detailed, in order to properly report back to IDOH.

C. Both School and Monroe County agree that the following terms shall apply throughout the term of this Agreement:

1. This Agreement shall be from the date executed by both parties, below, and shall terminate no later than June 30, 2022. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
2. School assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. School is aware of Monroe County's policy prohibiting harassment of any kind. If School or any of its personnel, volunteers, or representatives becomes aware of any harassment, School shall immediately report harassment to the Monroe County Legal Department. In the performance of work under this Agreement, it is agreed that School, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran -- or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.
4. In addition to the requirements in Paragraph A (6), School shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. School shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from School's noncompliance. *If required by law*, School will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - School to enroll in and verify the work eligibility status of all newly hired employees of the School through the E-Verify program.
 - School is not required to verify the work eligibility status of all newly hired employees of the School through the E-Verify program, if the E-Verify program no longer exists.
 - School must sign an affidavit affirming that School does not knowingly employ an unauthorized alien.
5. It is fully understood and agreed that School and its employees are serving as independent contractors and are not employed by Monroe County. As such the parties agree to the following:
 - School is NOT performing this work under the supervision or direction of Monroe County.
 - School shall use non-County materials and equipment to perform this work and to develop and duplicate any and all materials.
 - School shall have exclusive control over the means, methods and details of fulfilling their obligations under this Agreement; however, Monroe County will provide feedback to and, if it deems necessary, review any drafts submitted by School.

- School personnel shall not be considered an employees or agents of Monroe County for any purpose.
- School shall pay its employees all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

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

7. Notices to School shall be sent to 600 S Edgewood Dr. Ellettsville, IN 47429, and notices to Monroe County shall be sent to the Legal Department at the Courthouse, Room 220, 100 W. Kirkwood Ave., Bloomington, IN 47404.

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

Jerry Sanders
By: Printed Name of Representative for SCHOOL CORPORATION

Jerry Sanders
Signature of Representative of SCHOOL CORPORATION

Date: 5-16-2022

By: Penny Caudill, Monroe County Health Administrator

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2022.

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor

ATTESTATION

School, in order to participate in the Public Health and COVID-19 School Needs Assessment Grant, attests and certifies that it has complied with local, state, and federal regulations from July 1st, 2021 to present.

Jerry Sanders

By: Printed Name of Representative for SCHOOL CORPORATION

Jerry Sanders

Signature of Representative of SCHOOL CORPORATION

Date: 5-16-2022

Exhibit A

Monroe County COVID-19 School Liaison Job Description

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

PAT A

POSITION: COVID-19 School Liaison
DEPARTMENT: Health
DIVISION: Public Health Emergency Preparedness
WORK SCHEDULE: 8:00 a.m. - 5:00 p.m., M-F
JOB CATEGORY: PAT (Professional, Administrative, Technological)

DATE WRITTEN: December 2021

STATUS: Full-time

DATE REVISED:

FLSA STATUS: Non-exempt

To perform this grant funded position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless the accommodation would present an undue hardship.

Incumbent serves as the grant funded COVID-19 School Liaison responsible for performing a wide variety of tasks such as monitoring and following up school cases and assisting with case management.

DUTIES:

Communicates and coordinates with local schools to assist with management of COVID-19, including assessing needs and monitoring COVID-19 case load.

Monitors cases in schools, isolation and quarantine processes, and ensures accurate school reporting. Performs site visits at schools as needed to assess processes and assist with developing improvement plans.

Analyzes reports for potential contacts missed, linked cases, and possible areas of improvement. Assesses and assists with other needs related to COVID-19 that may arise.

Ensures each school completes required assessments by deadlines.

Identifies when deliverables are met by each school and submits necessary documentation for reimbursement. Develops documents for tracking and process and deliverables and reports completion to Finance for payments.

Assists with contact tracing during outbreaks and provides additional support to nurses as needed. Assists with school clinics or clinics that serve students, faculty, and staff.

Maintains current list of testing and vaccination options and makes referrals as needed.

Attends various meetings, including taking minutes and assisting with planning and implementing approved plans.

Provides status reports to Nurse Manager, PHEP Coordinator, and Health Administrator.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Associate's degree in public health nursing, emergency preparation, epidemiology, or a related field. Baccalaureate degree, NIMS training, and access to an immunization reporting system preferred.

At least 21 years of age.

Ability to meet all department hiring and retention requirements, including passage of a drug test.

Practical knowledge of public health laws, regulations, and related operations, methods, principles and safety measures with ability to assist medical professionals, evaluate processes, and make recommendations for improvement.

Practical knowledge of communicable diseases and vaccinations, especially COVID-19, with ability to perform contact tracing and make referrals as needed.

Practical knowledge of standard office procedures, basic computer skills including data processing/spreadsheet/email, as well as Department-specific software/applications, with ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Practical knowledge of grants and grant administration with ability to meet grant requirements, including collecting data and compiling reports.

Working knowledge of basic filing systems with ability to create and maintain accurate and complete Department files.

Working knowledge of standard English grammar, spelling, and punctuation and ability to prepare correspondence and reports.

Ability to properly drive a vehicle and operate a variety of standard office equipment, including computers, calculators, and other equipment as needed.

Ability to comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Ability to effectively communicate orally and in writing with co-workers, other County and State departments, other health professionals, all area schools and educational professionals, and the public including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time, under time pressure.

Ability to prepare detailed airports, such as financial activity and improvement plans.

Ability to perform simple arithmetic operations, such as counting, adding, and subtracting.

Ability to compare or observe similarities and differences between data/people/things, perform arithmetic operations with data, analyze/compile/collate/evaluate data, and make data-driven decisions.

Ability to occasionally work evenings and respond to emergencies on a 24-hour basis and from an off-duty status.

Possession of a valid driver's license and a demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent operates within broad and general guidelines, exercising discretion and independent judgment in selecting the appropriate approach or adapting unclear guidelines to address specific situations. Numerous duties are performed that are not directly related to one another.

III. RESPONSIBILITY:

Incumbent is responsible for proper completion of assigned tasks where desired results are clearly indicated. Incumbent exercises independent judgment in a variety of situations and circumstances, using departmental policies for guidance. Unusual problems or situations are discussed with the supervisor, and work product is periodically reviewed for soundness of judgement, compliance with legal requirements, and effect on Department goals and objectives.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County and State departments, other health professionals, all area schools and educational professionals, and the public for the purpose of exchanging information, rendering service, negotiating solutions, and providing instruction.

Incumbent reports directly to the Administrator.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs a majority of duties in a standard office environment, in local school buildings, and health clinics, involving sitting/walking at will, driving, lifting/carrying/pushing/pulling objects weighing less than 50 pounds, handling/grasping/fingering objects, bending, close vision, color perception, hearing sound/communication, and speaking clearly. Safety precautions must be followed at all times to avoid injury to self and others, including wearing protective clothing and equipment (PPE) as needed.

Incumbent occasionally works evenings and responds to emergencies on a 24-hour basis and from an off-duty status.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of COVID-19 School Liaison for the Monroe County Health Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

I understand that this is a 100% grant-funded position with an anticipated length of one (1) year. Although the grant is expected to end after one (1) year, sometimes additional funding can be obtained to extend a grant beyond the end date. If that would occur, your employment under the grant could be extended.

I also understand that if the grant that provides funding for materials, supplies, compensation, benefits, and/or any other costs associated with this position is terminated either by the grantor or the County, the position shall be terminated unless otherwise approved for funding by the County Council. Such termination of the position does not require the County to hire or transfer the employee to any other position(s) within the County.

Is there anything that would keep you from meeting the job duties as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor signature

Date

Type or Print name

Exhibit B

Grant between Monroe County Health
Department and Indiana Department of
Health (includes latest amendment)

Crisis Co Ag COVID-19 Local Health Department (LHD) School Support Sustainment Grant

ATTACHMENT A (Amended)

- 1.) Each LHD is required to hire and train the staff necessary to assume role of school liaison as outlined below.
 - a. *If existing staff are fulfilling the requirements contained herein, the LHD is not required to hire additional staff. The existing staff salaries may be increased with this funding so long as job description, role and responsibilities are reflective of the work.*
 - ❖ *IDOH has provided Red Cap link for LHDs to submit School Liaison contact information.*
 - ✓ *Submit Red Cap to IDOH by April 1, 2022*

LHD School Liaison will work closely with IDOH School Nurse Consultant and Epidemiology and Preparedness Field staff to support the schools. Immunizations Quality Assurance Specialists are available as needed for vaccine related activities.

2.) LHD School Liaison Responsibilities:

- Establish reporting / meeting cadence with IDOH, LHD representatives, and school representatives to ensure open communication and an understanding of current guidance and consideration of COVID-19 as well as all communicable disease(s) as defined in 410 Indiana Administrative Code.
 - Provide timely feedback to LHD and IDOH regarding current initiatives and report as initiatives are completed, expanded, and added.
 - ❖ Reporting to IDOH including progress made with schools to achieve requirements set forth below: school assessment, communicable disease response plans, immunization catch-up and COVID-19 clinics, educational information progress and new initiatives identified to support schools.
 - ❖ IDOH will provide a reporting template by March 1, 2022.
 - ✓ *Initial report due to IDOH by June 30, 2022*
 - School needs assessment – submit initial assessment and possible additional assessments at specified intervals.
 - ❖ The School Needs Assessment Survey is still open (via Red Cap survey) and can still be completed if you have not received and/or completed to date.
 - ✓ *Must be completed by May 1, 2022.*
 - ❖ Given this is an existing requirement under the original grant, the IDOH will conduct District meetings with LHDs to review outcomes and provide feedback. IDOH will schedule 10 District Assessment Feedback sessions to be held between June 1 – June 30, 2022.
 - ✓ *Attend IDOH LHD School Assessment Feedback session by June 30, 2022*
 - Other needs may be identified during the grant period that will be evaluated to determine if they qualify for inclusion in this work.

- Collaborate with various LHD initiatives to identify opportunities to move additional support toward the K-12 school environment.
- Design and provide education related to COVID and other communicable diseases to:
 - Schools
 - Families (through schools)
 - ❖ The IDOH will provide a Best Practice Toolkit by March 30, 2022, for LHDs to utilize with schools.
 - ✓ *Include progress in report as noted above due by June 30, 2022*
- Support schools in their communicable disease response plans to ensure continuity of planning throughout the jurisdiction.
 - Have a working knowledge of 410 Indiana Administrative Code, Article 1 and the IDOH Communicable Disease Reference Guide for Schools and support schools in their understanding of responsibilities, including:
 - Compliance with infection control measures
 - Communicable disease reporting
 - Outbreak management
 - ❖ The IDOH will provide a reporting template for ensuring schools have received the reference guide and support as requested in understanding thereof by March 1, 2022.
 - ✓ *LHD will submit School Reference Guide Distribution report to IDOH by May 30, 2022*
 - IDOH will provide a School Communicable Disease Reference Guide Appendix A planning guide for the School Liaison and LHD to complete for its jurisdiction.
 - ❖ IDOH will provide the updated Appendix A by February 28, 2022, which will include a planning template for LHDs to complete with schools.
 - ✓ *LHD will have had at least one meeting with each school and/or school district to begin completing the updated Appendix A by May 30, 2022. Documented by submitting sign-in sheets to IDOH*
- Coordinate recovery of pandemic-related deficits in student health including:
 - Vision (IC 20-34-3-12) and hearing (IC 20-34-3-14) screenings - to occur at a minimum, once a semester
 - Dental health screenings - to occur at a minimum, once a semester although not represented in IC, are strongly recommended
 - Immunizations recommended by the CDC Advisory Committee on Immunization Practices for school-aged children: Immunization clinics – COVID-19 vaccines will be provided along with childhood vaccinations and seasonal influenza vaccine. Clinics may be provided per school/district or within specific jurisdictions based on the school-based needs assessment. Immunization clinics will occur a minimum of once each semester
 - ❖ The IDOH will provide a reporting template for submitting activity completion for vision and hearing screenings, dental health screenings (if able) and immunization clinics by March 1, 2022.

✓ LHD will submit Recovery Activity Report to IDOH by June 30, 2022

- Support the schools by:
 - Providing hands-on support in the school/districts when supporting initiatives OR coordinating all initiatives
 - Identifying both external and internal resources available to support LHDs and schools to continue and sustain best practices and initiatives as identified through this work.

GRANT AGREEMENT

Contract #000000000000000000059316

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY HEALTH DEPARTMENT** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$440,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A** and **B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee 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.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

Cooperative Agreement for Emergency Response: Public Health Crisis Response

CFDA # 93.354

If State Funds: Program Title N/A

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds.

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a weekly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2021** and shall remain in effect through **June 30, 2022**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$440,000.00**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

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

6. Payment of Claims.

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

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

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

D. Claims shall be submitted to the State within (20) twenty calendar days following the end of the month 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 (thirty) 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A and B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

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

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. 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 **Attachment D** (Guidelines for Non-governmental Entities).

D. The Grantee must provide a copy of its Audit Report to:

Indiana Department of Health
2 North Meridian Street, Audit Section 2C-99
Indianapolis, IN 46204

9. Compliance with Laws.

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

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

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

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

or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

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

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

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

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

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204
E-mail: isdhcontracts@isdh.in.gov

B. Notices to the Grantee shall be sent to:

Christina Kempf
Monroe County Health Department
100 W Kirkwood Room 204
Bloomington, IN 47404
Email: ckempf@co.monroe.in.us

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, and (4) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. – Deleted

26. HIPAA Compliance.

If this Grant Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

27. Amendments

No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

28. 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: _____

Compliance with Audit and Reporting Requirements; Maintenance of Records-modified

HIPAA Compliance-added

Amendments-added

Implementation of and Reporting on the Project – modified

Insurance - modified

Order of Precedence; Incorporation by Reference - modified

Payment of Claims- modified

Project Monitoring by the State

Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties – Deleted

Representations and Warranties of the Grantee

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

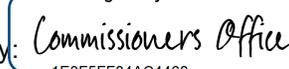
I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

MONROE COUNTY HEALTH DEPARTMENT

Indiana Department of Health

By: 
1E0F5FF84AC4468...

By: 
FD195E4E7AF9428...

Title: President- Julie Thomas

Title: IDOH Chief of Staff

Date: 12/15/2021 | 16:20 EST

Date: 12/15/2021 | 23:18 EST

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

ATTACHMENT A
Crisis Co Ag Supplemental Workforce in Schools
July 1st, 2021 – June 30th, 2022

INTRODUCTION The Division of Emergency Preparedness (DEP) and Epidemiology Resource Center (ERC) within the Indiana Department of Health (IDOH) are responsible for administering the Epidemiology and Laboratory Capacity Control of Emerging Infectious Diseases (ELC) Grant as well as Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). CFDA #93.323. All funds are received from the Centers for Disease Control and Prevention (CDC) to support COVID-19 response activities. The intent of this funding is to sustain and support local public health COVID-19 Response efforts with a focus specifically on schools. The goal of this funding is to provide additional resources to the Local Health Departments (LHDs) to lead the support efforts directly with schools and their actions as it relates to the COVID-19 pandemic. This funding allocation is based on a jurisdictional population tier. The IDOH will provide funding to LHDs to hire additional staff (minimum 1 – maximum 7) or assign existing staff to support continued COVID-19 Response efforts in K-12 schools and community within their jurisdictions. The personnel needed to accomplish the goals set forth may vary, and a staffing model is to be determined by the LHD. The additional team member(s) or existing staff will act as the School COVID-19 Liaison and be identified as the subject matter expert related to COVID – 19 Response in the schools. If the LHD determines additional staffing is not needed and all deliverables are being met by utilizing current staff, funding may be utilized on other supplies, equipment and/or personnel dedicated to sustainment of COVID-19 public health response activities in accordance with Crisis CoAg and ELC funding guidelines. A list of unallowable expenses is provided by IDOH under Attachment B of this agreement.

FUNDING PERIOD

Grant period will be one year in length with option to extend an additional year for a total of 2 years.

DELIVERABLES AND % FUNDING ASSOCIATED

Deliverable 1: Fully executed contract

Percentage of Funding: 25%

Submitted to: LHD authorized agent complete signature in State *DocuSign* system.

Deliverable 2: Submit school liaison(s) contact information

School liaison may be new and/or existing personnel.

Percentage of Funding: 25%

Submitted to: via RedCap survey provided by IDOH by NOV 26, 2021

Deliverable 3: Complete Public Health & COVID-19 Needs School Assessment

Percentage of Funding: 25%

Submitted to: RedCap survey link provided by IDOH by DEC 01, 2021

Note: school needs assessment guidance and deliverable will be included in Red Cap provided by IDOH.

Deliverable 4: K-12 School Portal Reporting

Weekly K-12 School Portal data submitted for at least 3 months. Once 3 months of complete data submitted, LHD may submit for 25% of funding. The K-12 School Portal must be completed and/or verified by LHD as able dependent of school compliance. If schools are not completing the K-12 Portal, the LHD must reach out to offer assistance in completing. If the school(s) are not reporting and are not willing to work with LHD to support them in reporting the data, the LHD must submit documentation stating as such to the IDOH.

Note – the sub-awardee (LHD) will not be penalized for non-compliance and/or participation from school(s).

Percentage of Funding: 25%

Submitted to: K-12 Portal and/or school non-participation documentation shall be submitted to IDOH Chief School Nurse Consultant, Iramsey@isdh.in.gov and Local Public Health Preparedness Field Coordinator.

ADDITIONAL REQUIREMENTS

COVID-19 School Liaison *(not inclusive)*

While these are not deliverables tied to obtaining the funding set forth, the IDOH encourages participation in good faith of the grant intent. The IDOH expects the school liaison(s) to establish relationships with all schools/districts within the jurisdiction. As a part of relationship development, the liaison will complete the Public Health & COVID-19 School Needs Assessment of each school district (minimally) within jurisdiction to determine COVID-19 Needs assessments may also identify areas where additional resources are needed to support the current COVID -19 response within the school/district. If school district boundaries cross Local Health Department jurisdictions, the LHDs included will agree on who will be completing the Needs Assessment and submit via Red Cap. This will ensure continuity of assessment and subsequent activities associated.

Additional responsibilities and suggested activities;

1. Provide hands on care and support in the school/districts to ensure COVID-19 mitigation and control efforts are achieved as accepted by the school/ districts.
2. Support the schools/districts by coordination of initiatives, identification of external and internal resource needs.
 3. Support School Vaccination Clinics: a. Ensure COVID-19 vaccines, routine childhood vaccinations and flu vaccine are made available to all students by offering at least 1 vaccination clinic per semester in schools and/or in community(s) whereby all students in jurisdiction have access to clinic.
4. COVID-19 Testing: b. Offer testing options within the school and/or ensure community-based access to testing are available, known and promoted within schools.
 - c. Offer guidance and provide education when knowledge deficits exist
 - d. Support testing in schools by connecting schools with testing resources and options.
 - e. If requested, provide on-site testing assistance to schools.
5. COVID-19 Contact Tracing and/or Support:
 - a. Provide guidance and education related to contact tracing, quarantine and isolation based on CDC and IDOH guidance.
 - b. Provide support in schools when needed to assist in contact tracing efforts.
 - c. Ensure IDOH K-12 School Portal completed by every school weekly. i. Aid schools by reporting on their behalf OR ensuring school is reporting as required.
6. Public Health Education:
 - a. In coordination with IDOH, provide information to schools/district focused on public health priorities including COVID-19 and other infectious disease that are reportable through the communicable disease reporting code. i. Note, the IDOH will provide information to be shared with schools by DEC 30, 2021.

Monroe County Health Department Attachment B
Division of Emergency Preparedness
Workforce Development CoAg Sub-awardee

CFDA:	93.354	Vendor ID:	0000064555
Budget Period:	07/01/2021-6/30/2022	Federal Fiscal Year:	2022

Address:	100 W KIRKWOOD RM 204 BLOOMINGTON 47404
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Name of Signatory: (Encompass e-signatory)	Commissioners Office
Email:	commissionersoffice@co.monroe.in.us

Name of Program Contact:	Christina Kempf
Email:	ckempf@co.monroe.in.us

Federal grant funds have been awarded by the Centers for Disease Control and Prevention (CDC) through the Indiana Department of Health (IDOH) to sub-awardee to establish, expand, train, and sustain the State and Local Territorial public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives. All expenses claimed for reimbursement by the sub-awardee must directly support the achievement of this goal. All claims for reimbursement shall be submitted electronically to IDOH.

This is deliverables-based sub-awardee agreement with weekly reporting requirements (K-12 School Portal reporting) to the IDOH. The primary intention of this grant is to support COVID-19 sustainment of local public health school and community response efforts. If after the completion of the herein delineated deliverables the local health department has leftover funds in this grant fund, the funds are allowed to be used for supplies, personnel, equipment, travel and/or any other activities allowable under the federal award. Any expenditures must be in accordance with the Crisis Cooperative Agreement and ELC funding guidelines, as well as IDOH and CDC Guidance. See attached documents for a complete list of unallowable expenses. The following list contains unallowable costs under the guidelines:

- Non-COVID related spending
- Major construction/renovations
- Research
- Clinical care (except as otherwise noted in Domain 5 and as may be provided in further guidance from CDC)
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
- the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.
- **Please direct any questions about allowable expenses to the Division of Emergency Preparedness for consideration.**

The initial grant will be one year in length with an option to extend an additional year for a total of two years. All services and activities reflected in the budget for the Workforce Cooperative Agreement funded herein must be completed by **June 30, 2022**. Administrative funds can be drawn down quarterly in advance. Sub-awardee shall procure and claim all funds in their approved budget by **April 27, 2022**. Final invoicing is due on or before **August 29, 2022**.

Monroe County Attachment B.pdf - Adobe Acrobat Reader DC (32-bit)

Workforce Development CoAg Award	\$440,000.00
Total Allotment:	\$440,000.00

Attachment C: Federal Funding

Federal Agency: Department of Health and Human Services

CFDA Number: 93.354

Grant Award Number: NU90TP922179

Award Name: Cooperative Agreement for emergency Response: Public Health Crisis Response

1) Incorporation

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

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

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

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

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

5) Federal Information Security Management Act (FISMA)

The Contractor or Grantee must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and

implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6) Registration Requirements

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

7) Non-Delinquency on Federal Debt

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

8) Federal Funds Disclosure Requirements

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

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

This publication (journal article, etc.) was supported by the Behavioral Risk Factor Surveillance System from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

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

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

10) Federal Funding Accountability and Transparency Act (FFATA)

In order for IDOH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee

Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. IDOH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

11) Federal Lobbying Requirements

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

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

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.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:

The County has restored the Alexander Memorial. Mr. Cassady has agreed to move and store the four larger limestone blocks as a donation to the County.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jeff Cockerill"/>	<input type="text"/>

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

Attorney who reviewed:

ALEXANDER MEMORIAL LIMESTONE STORAGE MEMORANDUM OF AGREEMENT

Memorandum of Agreement made the ____ day of ____, 2022, between Randy Cassady, (“Donor”) and Board of Commissioners of Monroe County (“Commissioners”). The Contractor and Commissioners, mutually agree as follows:

1. **Project.** Long term storage of four carved limestone blocks from the Original Alexander Memorial.
2. **Term.** Donor agrees to store the four limestone blocks for the County. Storage must be in a weather protected place where inspection by both County and State officials can occur. Donor understands that the County is obligated to store the blocks for 15 years. Donor intends to store this item for that term. However, if in the unlikely event Donor is unable to store these items, Donor shall immediately inform the County and work with the County in making other arrangements. Donor agrees that local and state officials may inspect the limestone blocks if given notice at least two business days before the inspection. In the event the County makes other arrangements for any or all of the blocks, Donor agrees to cooperate with the County for the moving.

DONOR SHALL INFORM THE COUNTY WHERE THE BLOCKS ARE AND INFORM THE COUNTY OF ANY DAMAGE TO THE BLOCK OR OF ANY INTENT TO MOVE THE BLOCKS.

3. **Indemnity.** Donor 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 Commissioners, Board, and Health Officer 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 Donor, 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. **Independent Contractor.** It is understood and agreed that Donor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board.
6. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

7. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

Randy Cassady
"Donor"

Board of Commissioners of Monroe County
"Commissioners"

by

Date _____

ATTEST: _____, 2021

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 County is interested in purchasing some land that was former Quarried property. The long term goal is for this to be an economic development project which educates the community on Monroe County's history. This property is just under 70 acres and is adjacent to I-69 and State Road 46. The County had previously purchased many of the lots immediately north of the property.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="G.O. Bond"/>	<input type="text" value="4812"/>	<input type="text" value="\$640,000"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jeff Cockerill"/>	<input type="text"/>

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

Attorney who reviewed:

CONTRACT FOR PURCHASE OF REAL ESTATE

Monroe County Board of Commissioners, Monroe County Indiana, an Indiana governmental unit ("Purchaser"), and Ledge wall Quarry, LLC., ("Seller"), agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Purchaser agrees to purchase and the Seller agrees to sell real estate and other property located in Bloomington, Monroe County, Indiana, as described on the attached *Exhibit A*, and including all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located (all referred to as the "Property").
2. **Purchase Price.** The purchase price shall be Six Hundred Forty Thousand Dollars (\$640,000) ("Purchase Price"). On closing this transaction, the Purchaser shall pay the Purchase Price to the Seller.
3. **Marketable Title.** This agreement is contingent on Marketable title to the Property shall be conveyed to the Purchaser subject only to Liens which the Purchaser agrees to pay.
4. **Survey and Title Evidence.**
 - 4.1 **Title Insurance.** The Seller, at the Purchaser's expense, shall furnish the Purchaser an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a company acceptable to the Purchaser insuring marketable title subject only to such exceptions as are permitted by this Contract. The standard exceptions are to be deleted from the Owner's Policy. Capstone Title shall provide the Title Commitment and close this transaction.
 - 4.2 **Survey.** The Purchaser may acquire a plat or survey of the Property at the Purchasers expense.
 - 4.3 **Charges.** Other than those otherwise indicated above. All other reasonable closing costs and document preparation fees shall be paid by Purchaser.
5. **Assessments and Taxes.** If applicable, the Purchaser shall pay assessments for public improvements becoming a lien prior to closing.

The Seller shall pay all real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs. Real estates taxes that are not due and payable at the time of closing shall be paid by the Purchaser.

6. **Tenant Estoppel Letter, Assignment of Lease, and Pro-Ration of Rent.** The Seller agrees declares that there are no existing leases of the Property. Seller Warrants no other person is using or has any right to use, possess or occupy the Property or any part thereof. There are no leases, contracts or agreements with respect to the Property that shall survive the closing other than said leases.
7. **Risk of Loss.** The Seller shall bear the risk of loss or damage to the improvements occurring subsequent to the acceptance of this Contract and until delivery of the deed.
8. **Environmental Concerns.** The Seller hereby covenants, to the best of the Seller's knowledge and belief: (a) the Property is not, or ever was contaminated with hazardous substance; (b) the Seller has not knowingly caused and will not cause the release of any hazardous substance on the Property, and will remediate any releases caused by the Seller until possession is relinquished; (c) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or threat or likelihood thereof, for the cleanup, removal or remediation of any such hazardous substance from the Property; (e) there is no asbestos on the Property; (f) there is no underground storage tank on the Property; and (g) by acquiring the Property, the Purchaser will not incur or be subjected to any "superfund" liability for the clean-up, removal or remediation of any hazardous substance from the Property or any liability for such conditions, or the costs or expenses for the removal of any asbestos or underground storage tank from the Property.

The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601 and I.C. 13-7-8.7-1, provided, however, that the term "hazardous substance" as used herein also shall include "hazardous substance" as defined in paragraph (8) of 43 U.S.C. Section 9603 and "petroleum" as defined in paragraph (5) of 42 U.S.C. Section 9661. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Action, as amended, and any similar state statute or local ordinance applicable to the Property, including, without limitation, I.C. 13-7-5-1, et seq., and I.C. 13-7-8.7-1, et seq., I.C. 13-7-22.5-1 et seq., and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. Section 9661.

9. **Default.** If either party refuses to perform as required, the refusing party's sole obligation shall be to pay the other party Five Hundred Dollars (\$5000.00) as liquidated damages.
10. **Closing and Possession.**

- 10.1 **Closing Date.** The transaction shall be closed at a time and place acceptable to both parties and shall occur on or before July 4, 2022.
- 10.2 **Extension of Closing Date.** Either party may request and receive a thirty (30) day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence or title clearance work.
- 10.3 **Deed and Affidavit.** At closing, the Seller shall deliver to the Purchaser an executed general Warranty Deed in recordable form conveying marketable title to the Property subject only to exceptions permitted by this Contract together with an executed Seller's Affidavit satisfactory to the Purchaser.
- 10.4 **Possession.** Possession of the Property shall be delivered to the Purchaser at closing.

11. **Other Contractual Provisions.**

- 11.1 **Brokerage Fees.** Purchaser shall not be responsible for Brokerage Fees.
- 11.2 **Authority of Parties.** The parties represent to each other that each has full power and authority to enter into and perform this Contract, and furthermore that the delivery and performance of this Contract has been duly authorized by all necessary action.
- 11.3 **Execution Date.** This Contract shall be null and void if not fully executed by the parties on or before June 15, 2022, and delivered to the Purchaser before such date.

Dated this 25th day of May 2022.

SELLER
Kathy J. Francis

PURCHASER
Monroe County Board of Commissioners

 By: _____
 Title: _____

 Julie Thomas, President

 By: _____
 Title: _____

 Penny Githens, Vice President

Lee Jones, Member

EXHIBIT A

012-12740-01
012-12740-02
012-12740-03
012-12740-04



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

American Rec Services, LLC will be performing repairs to the inlet on the water holding tank at the Karst Farm Park Splash Pad. Repairs will not exceed the amount of \$5,000.

Fund Name(s):	Fund Number(s):	Amount(s)
County General-Contractual	1000-30006-0803	\$5,000
Non-reverting Parks-Contractual	1179-30006-0000	

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="John Robertson"/>	<input type="text" value="812-322-6441"/>

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

Attorney who reviewed:

Agreement for Services

This Agreement is made between American Rec Services, LLC ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

1. **Scope of Project, Price, and Expiration Date.** The Contractor shall repair the deficiency (crack) in the Karst Farm Park Splash Pad underground water tank. See "Exhibit A" for Contractor's fee. Exhibit A is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor shall not exceed Five Thousand Dollars (\$5,000.00) 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 Agreement expires on December 31, 2022.

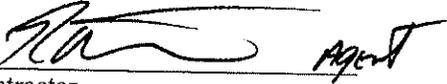
2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' 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:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is 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.


Contractor

5/20/2022
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

American Rec Services LLC

4222 Nicholson Rd. Fowlerville, Mi. 48836

Phone (248) 207-7661

Fax (517) 223-1811



May 18, 2022

To: Monroe county parks and recreation.
Re: 2450 Endwright Rd.
Bloomington, IN
Attn: Andy French

Our estimate to supply and install as per plans for the above mentioned project is as follows.

Insulation:

- Fix water inlet on holding tank.

package total= \$1,100.00

Optional:

-

Terms:

Balance of each quoted portion of the above listed scope of work will be invoiced and due in full upon completion of said portion. 1.5% per month or the maximum allowable by law will be added to all invoice balances past 30 days. By signing this agreement signer personally agrees to reimburse American Wall Systems or agents thereof or any and all expenses incurred in the collection of said debt. This quote is good for 30 days and is contingent on field measurement of actual structure.

Not included:

- Permits or inspection fees.
- Removal of debris from jobsite. (Debris to be placed into onsite dumpster provided by G.C.)

I would like to thank you for the opportunity to quote this work. Please feel free to call with any questions.

Trevor Monroe
American REC Services
(517)749-5272

Sign _____ Date _____.

Printed Signature _____ Requested start 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:

The agreement is for the CCMG January call awarded project. The project is a paving project for Rockport Road, Rockeast Road to Popcorn Road. Bids were opened on May 16, 2022 for the award of this project to be completed in 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text" value="\$152,034.25"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:

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

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract#00000000000000000063220

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **MONROE COUNTY**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$152,034.25** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee 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.

FUNDING SOURCE:

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

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

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

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

3. Implementation of and Reporting on the Project.

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

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

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

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

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

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

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

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

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$152,034,25**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

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

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

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

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

(i) IC § 24-4-7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a

veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, N758 – Local Programs
Indianapolis, Indiana 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, N758 – Legal Services
Indianapolis, Indiana 46204-2216

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

Kayti Adams
INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274
Email: kadams@indot.in.gov

C. Notices to the Grantee shall be sent to:

Monroe County
Attention: Julie Thomas
100 West Kirkwood Avenue
Bloomington, Indiana 47404
Email: jthomas@co.monroe.in.us

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order

05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

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

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

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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

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

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing 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 a firmation. 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://secure.in.gov/apps/idoa/contractsearch/>

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

MONROE COUNTY

Indiana Department of Transportation

By: _____

By: _____

Title: _____

(for) Michael Smith, Commissioner

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on October 26, 2021.
FA 21-56*

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: 2200333

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Preventive Maintenance

Location:

Route Name	From	To
ROCKPORT RD	Rockeast Road	Popcorn Road

Application ID: 11387

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

The project will consist of a 2" overlay with tack coat. All the following items will be addressed prior to paving: full depth patching where needed, ditches cleaned and reshaped, shoulders graded and drainage structures repaired or replaced as needed.

The maximum amount of state funds allocated to the Project is \$152,034.25.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

April 19, 2022

Monroe County
Julie Thomas
100 W. Kirkwood Avenue
Bloomington, IN 47404

RE: Community Crossing Matching Grant Fund 2022-1 Award Letter

Dear Julie Thomas:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2022-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
11387	\$152,034.25	All
TOTAL	\$152,034.25	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Kayti Adams, (812) 524-3969 or kadams@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Sealed bids were opened on May 16, 2022 at 2:00 pm by Monroe County Highway representatives. The lowest most responsible and responsive bid was E&B Paving, LLC. The paving project, Rockport Road 2.95 miles from Rockeast Road to Popcorn Road was awarded a CCMG grant and therefore it is a 50/50 split cost between INDOT and Monroe County. The paving will be completed in 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text" value="\$299,000.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:

BIDS RECEIVED

MONROE COUNTY HIGHWAY
DEPARTMENT
Monroe County, Indiana

2022 Monroe County Paving Program Bids

BIDS RECEIVED: May 16, 2022 at 2:00 PM

NAME AND ADDRESS OF CONTRACTOR	E&B Paving	Milestone	Flynn & Sons		Estimated Tonnage	Total cost with lowest bid
ITEM						
Rockport Rd. -CCMG	\$299,000.00	\$314,420.25	\$365,426.00			\$299,000
These Project bid by the Ton						
Project A						
Gettys Creek Road W&L	\$77.90	\$83.75			2578	\$200,826.20
Gettys Creek Road	\$77.90	\$83.75			2578	\$200,826.20
						\$401,652.40
Project B						
Old Meyers Rd.	\$76.05	\$81.60			2803	\$213,168.15
Little Horse Rd.	\$76.05	\$81.60			448	\$34,070.40
						\$247,238.55
Project C						
Delap RD.	\$76.09	\$86.25			860	\$66,134.00
Woodall Rd.	\$76.09	\$86.25			1463	\$112,504.70
						\$178,638.70
Project D						
Lentz Rd.	\$78.40	\$83.50			1027	\$80,516.80
Lentz Rd. cul de sac	\$78.40	\$83.50			78	\$6,115.20
Nehrt Rd,	\$78.40	\$83.50			1833	\$143,707.20
Four boys Trail	\$78.40	\$83.50			96	\$7,526.40
Four boys Trail cul de sac	\$78.40	\$83.50			78	\$6,115.20
						\$243,980.80
Project E						
Fox Chase Subdivision						
Fox Chase Run	\$105.00	\$127.95			506	\$53,130.00
Mae Court	\$105.00	\$127.95			52	\$5,460.00
Fox Chase court	\$105.00	\$127.95			130	\$13,650.00
						\$72,240.00
Project F						
North Shore Drive W&L	\$100.00	\$82.75			200	\$20,000.00
North Shore Drive	\$76.90	\$82.75			3791	\$290,011.50
						\$310,011.50
Bid Bond	*	*				
Form 96	*	*				
Non-Collusion Affidavit	*	*				
Non-Discrimination Affidavit	*	*				
					Total	\$1,752,761.95



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): May 16, 2022

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana
2. County : Monroe
3. Bidder (Firm): E & B Paving, LLC
Address: 2520 W. Industrial Park Drive
City/State/ZIPcode: Bloomington, IN 47404
4. Telephone Number: 812-334-7940
5. Agent of Bidder (if applicable): GARRETT GOUGH

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County 2022 Paving Program- Community Crossings, Monroe County Indiana (Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana and dated 05/16/22 for the sum of Two hundred ninety nine thousand dollars and no cents \$ 299,000.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS *(If applicable)*

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/16/22

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 MONROE CO
5,093,766.44	HMA PLACEMENT & CONCRETE	2021	R-33541 I-69 3.1 HMA & CONCRETE
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 RESURFACE

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 PIKE CO
6,542,542.00	Road Reconstruction	2022	R-39366-A SR 42 MOORESVILLE
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 RESURFACE

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

Catalent - Bloomington, IN

Gastoff Restaurant - Montgomery, IN

Hoosier Energy - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Commissioners of Monroe County Indiana

Filed May 16, 2022

Action taken

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington IN this 16 day of May, 2022.

E & B Paving LLC
(Name of Organization)

By *Marrett Aug*

Division Manager
(Title of Person Signing)



Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

SURETY: Continental Casualty Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

Monroe County Legal Department
Monroe County Courthouse, 100 W. Kirkwood Ave., Room 220
Bloomington, IN 47404

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
2022 Monroe County Paving Program, Monroe County Indiana

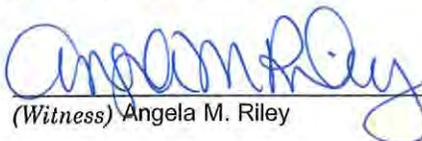
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

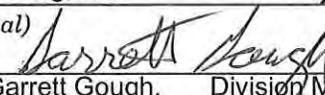
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein when so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

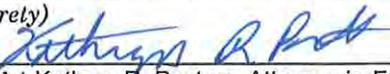
Signed and sealed this 16th day of May, 2022.

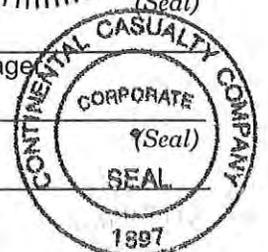

(Witness) Beth Van Skiver


(Witness) Angela M. Riley

E & B Paving, LLC
(Principal)

By: 
(Title) Garrett Gough, Division Manager
Continental Casualty Company

(Surety)
By: 
(Title) Kathryn R. Postma, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: E & B Paving, LLC
Obligee: Monroe County Legal Department

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

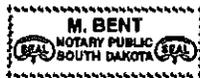


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of May, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

PROJECT: 2022 Monroe County Paving Program – Community Crossings, Monroe County, Indiana.

FROM E & B Paving LLC (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the Owner.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
 - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
 - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.
3. Paving Program Descriptions:

Rockport Road, Rockeast Road to Popcorn Road, 2.95 miles. Work shall consist of spot Wedge and Level HMA Intermediate Type B 12.5 mm, 2" overlay, HMA Surface Type B 12.5 mm
4. Advertising: Schedule of road closings shall be coordinated through the Monroe County Highway Department, 812-803-6810
5. INDOT Standards: All work shall be performed in accordance with the published standards established by the Indiana Department of Transportation.

SUBMITTED on May 16th, 2022.

E&B Paving, LLC

Contactor Name

Barrett Dough

Signature of Authorized Representative

Division Manager

Title

2520 West Industrial Park Dr., Bloomington, IN 47404

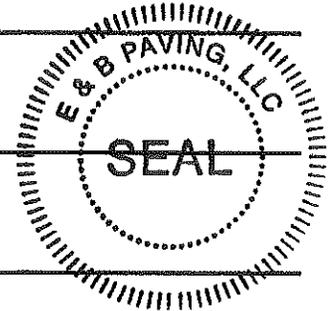
812-334-7940

Business Address

Telephone Number

keith.spenner@ebpaving.com

Email Address



CONTRACTOR will complete the WORK for the following prices and unit quantities. Quantities will be adjusted for actual quantities of materials used or work performed unless otherwise noted in the Pay Item Descriptions.

BASE BID

Rockport Road, Rockeast Road to Popcorn Road, 2.95 miles

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1.	Mobil/Demobilization	LSUM	1	\$1,500.00	\$1,500.00
2.	Maintenance of Traffic	LSUM	1	\$2,358.00	\$2,358.00
3.	Milling, Asphalt, Variable Depth 0"-2.0"	SYD	55	\$23.00	\$1,265.00
4.	Tack Coat	Ton	9	\$620.00	\$5,580.00
5.	HMA Intermediate, 12.5 mm, Type B, Wedge & Level	Ton	200	\$90.00	\$18,000.00
6.	HMA Surface, 12.5 mm, Type B	Ton	3807	\$71.00	\$270,297.00

TOTAL BASE BID ITEMS 1 THROUGH 6 INCLUSIVE

Written: Two Hundred Ninety Nine Thousand & 00/100 Dollars

Numerical: \$299,000.00

END OF SECTION



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Sealed bids were opened on May 16, 2022 at 2:00 pm by Monroe County Highway representatives. The lowest most responsible and responsive bid was E&B Paving, LLC. The bids are accepted with per ton costs. The following roads were amongst the submitted roads:

- Getty's Creek Road, Mt. Gilead Road to SR 46
- Old Meyers Road, Boltinghouse Road to Old SR 37 North
- Little Horse Road, Old Meyers Road to dead end
- Delap Road, Woodall to 2600 of Delap
- Woodall Road, Delap Road to bridge at the bottom of the hill
- Lentz Road, Earl Young Road to cul-de-sac, plus additional cul-de-sac
- Nehrt Road, Lentz Road to Robinson Road
- Four Boys Trail, Nehrt Road to cul-de-sac
- Fox Chase Subdivision
- North Shore Drive, Anderson Road to Brown County Line

The paving projects are estimated at approximately \$1,450,000.00. (depending on tonnage/mileage)

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): May 16, 2022

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): GARRETT GOUGH

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Monroe County 2022 Road Resurfacing

(Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana

_____ and dated 05/16/22 for the sum of

PLEASE SEE ATTACHED \$ PLEASE SEE ATTACHED

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 05/16/22

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
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26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 RESURFACE

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

Catalent - Bloomington, IN

Gastoff Restaurant - Montgomery, IN

Hoosier Energy - Petersburg, IN

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1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

BID OF

E & B Paving, LLC
(Contractor)

2520 W Industrial Park Drive
(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Commissioners of Monroe County Indiana

Filed May 16, 2022

Action taken

EXHIBIT A

Road Name	From /To	Length (feet)	Ave. Width (ft)	Thickness (inches)	Material Type	Total Est. Tonnage	Bid Per Ton
Project A, Wedge and level Course and Resurfacing							
Getty's Creek Road, (wedge and level)	Mt. Gilead Road to SR 46	14,800	19	1.5	12.5 mm	2,578	\$77.90
Getty's Creek Road	Mt. Gilead Road to SR 46	14,800	19	1.5	12.5 mm	2,578	\$77.90
Project B, Resurfacing							
Old Meyers Road	Bohringhouse Road to Old SR 37 North	11,760	19.5	2	12.5 mm	2,803	\$76.05
Little Horse Road	Old Meyers Road to dead end	2,620	14	2	12.5 mm	448	\$76.05
Project C, Resurfacing							
Delap Road	Woodall Road to 2600 block of Delap	4,400	16	2	12.5 mm	860	\$76.09
Woodall Road	Delap Road to bridge at bottom of the hill	6,650	18	2	12.5 mm	1,463	\$76.09
Project D, Resurfacing							
Lentz Road	Earl Young Road to Cul-de-sac	4,200	20	2	12.5 mm	1,027	\$78.40
Lentz Road	Cul-de-sac	80	80	2	12.5 mm	78	\$78.40
Nehrt Road	Lentz Road to Robinson Road	7,500	20	2	12.5 mm	1,833	\$78.40
Four Boys Trail	Nehrt Road to Cul-de-sac	437	18	2	12.5 mm	96	\$78.40
Four Boys Trail	Cul-de-sac	80	80	2	12.5 mm	78	\$78.40
Project E, 4 ft milling along curbs and Resurface							
Fox Chase Subdivision							
Fox Chase Run	Rhorer Road to dead end	1,480	28	2	12.5 mm	506	\$105.00
Mae Court	Fox Chase Run to dead end	126	34	2	12.5 mm	52	\$105.00
Fox Chase Court	Fox Chase Run to dead end	231	46	2	12.5 mm	130	\$105.00
Project F, Spot Wedge & Level and Resurfacing							
North Shore Drive, (wedge and level)							
North Shore Drive	Anderson Road to Brown County Line	15,908	19.5	2	12.5 mm	200	\$100.00
North Shore Drive	Anderson Road to Brown County Line	15,908	19.5	2	12.5 mm	3,791	\$76.90

Each Project will be bid and awarded separately

See Attached for Totals

Contractor: E&B Paving, LLC

Monroe County Highway 2022 - Paving Projects
 Contractor - E&B Paving, LLC
 5/16/2022

A - GETTYS CREEK RD - W&L	2578	TON	\$77.90	\$200,826.20
A - GETTYS CREEK RD	2578	TON	\$77.90	\$200,826.20
			Total	\$401,652.40

B - OLD MEYERS RD	2803	TON	\$76.05	\$213,168.15
B - LITTLE HORSE RD	448	TON	\$76.05	\$34,070.40
			Total	\$247,238.55

C - DELAP RD	860	TON	\$76.09	\$65,437.40
C - WOODALL RD	1463	TON	\$76.09	\$111,319.67
			Total	\$176,757.07

D - LENTZ ROAD	1027	TON	\$78.40	\$80,516.80
D - LENTZ ROAD	78	TON	\$78.40	\$6,115.20
D - NEHRT RD	1833	TON	\$78.40	\$143,707.20
D - FOUR BOYS TRAIL	96	TON	\$78.40	\$7,526.40
D - FOUR BOYS TRAIL	78	TON	\$78.40	\$6,115.20
			Total	\$243,980.80

E - FOX CHASE RUN	506	TON	\$105.00	\$53,130.00
E - MAE COURT	52	TON	\$105.00	\$5,460.00
E - FOX CHASE COURT	130	TON	\$105.00	\$13,650.00
			Total	\$72,240.00

F - NORTH SHORE DR - W&L	200	TON	\$100.00	\$20,000.00
F - NORTH SHORE DR	3791	TON	\$76.90	\$291,527.90
			Total	\$311,527.90

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

SURETY: Continental Casualty Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

Monroe County Legal Department
Monroe County Courthouse, 100 W. Kirkwood Ave., Room 220
Bloomington, IN 47404

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Monroe County 2022 Road Resurfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2022.

Beth Van Skiver
(Witness) Beth Van Skiver

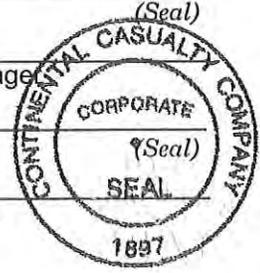
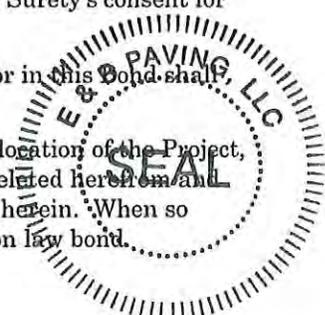
Angela M. Riley
(Witness) Angela M. Riley

E & B Paving, LLC
(Principal)

Garrett Gough
(Title) Garrett Gough, Division Manager

Continental Casualty Company
(Surety)

Kathryn R. Postma
(Title) Kathryn R. Postma, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: E & B Paving, LLC
Obligee: Monroe County Legal Department

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

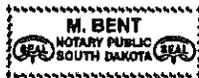


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of May, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

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 (\$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 become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reverence to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington this 16 day of May, 2022.

E&B Paving, LLC
(Name of Organization)

By Barrett Lough

Division Manager
(Title of Person Signing)



BIDS RECEIVED

MONROE COUNTY HIGHWAY
DEPARTMENT

Monroe County, Indiana

2022 Monroe County Paving Program Bids

BIDS RECEIVED: May 16, 2022 at 2:00 PM

NAME AND ADDRESS OF CONTRACTOR	E&B Paving	Milestone	Flynn & Sons		Estimated Tonnage	Total cost with lowest bid
ITEM						
Rockport Rd. -CCMG	\$299,000.00	\$314,420.25	\$365,426.00			\$299,000
These Project bid by the Ton						
Project A						
Gettys Creek Road W&L	\$77.90	\$83.75			2578	\$200,826.20
Gettys Creek Road	\$77.90	\$83.75			2578	\$200,826.20
						\$401,652.40
Project B						
Old Meyers Rd.	\$76.05	\$81.60			2803	\$213,168.15
Little Horse Rd.	\$76.05	\$81.60			448	\$34,070.40
						\$247,238.55
Project C						
Delap RD.	\$76.09	\$86.25			860	\$66,134.00
Woodall Rd.	\$76.09	\$86.25			1463	\$112,504.70
						\$178,638.70
Project D						
Lentz Rd.	\$78.40	\$83.50			1027	\$80,516.80
Lentz Rd. cul de sac	\$78.40	\$83.50			78	\$6,115.20
Nehrt Rd,	\$78.40	\$83.50			1833	\$143,707.20
Four boys Trail	\$78.40	\$83.50			96	\$7,526.40
Four boys Trail cul de sac	\$78.40	\$83.50			78	\$6,115.20
						\$243,980.80
Project E						
Fox Chase Subdivision						
Fox Chase Run	\$105.00	\$127.95			506	\$53,130.00
Mae Court	\$105.00	\$127.95			52	\$5,460.00
Fox Chase court	\$105.00	\$127.95			130	\$13,650.00
						\$72,240.00
Project F						
North Shore Drive W&L	\$100.00	\$82.75			200	\$20,000.00
North Shore Drive	\$76.90	\$82.75			3791	\$290,011.50
						\$310,011.50
Bid Bond	*	*				
Form 96	*	*				
Non-Collusion Affidavit	*	*				
Non-Discrimination Affidavit	*	*				
					Total	\$1,752,761.95



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 agreement is for the construction of the Vernal Pike connector road and bridge from Vernal Pike to Profile Parkway. The total of the federal funds for this project is \$7,088,000.00. The agreement was presented to the RDC Board on May 18, 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Vernal Pike Connector Road"/>	<input type="text" value="8165"/>	<input type="text" value="\$7,088,000.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

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

Attorney who reviewed:

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

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT
CONTRACT #000000000000000000063049

Des. No.: 1702957 & 1900406

LPA DUNS/UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the MONROE COUNTY, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

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

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

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758 - LPA Program
Indianapolis, Indiana 46204

With a copy to:

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

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

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

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

Monroe County
100 West Kirkwood Avenue
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract; and

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

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

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

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

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **1702957 & 1900406**
Program: **Group III – STBG and Group IV – Local Bridge Program**
Type of Project: **New Road Construction and New Bridge Other**
General Scope/Location: **New Road Construction for extension of Sunrise Greeting from Vernal Pike to Gates Drive and New Bridge/Other for new road/bridge connection to Vernal Pike in Monroe County**

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual ([See http://www.in.gov/indot/design_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document ([See https://www.in.gov/indot/2390.htm](https://www.in.gov/indot/2390.htm)). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual ([See http://www.in.gov/indot/2523.htm](http://www.in.gov/indot/2523.htm)). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals ([See http://www.in.gov/indot/2493.htm](http://www.in.gov/indot/2493.htm)).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.

- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.

- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <https://www.in.gov/indot/doing-business-with-indot/files/UAP-Final-Draft-5.29.19.pdf>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - 2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
 - 2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:
 - A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
 - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
 - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - 2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
 - A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
 - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
 - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
 - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

- 2.13.4. The LPA shall reimburse INDOT the total cost of the Project not eligible for federal participation.
- 2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

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

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2022 and June 30, 2023, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2023 and June 30, 2025, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or section I.C of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

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

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

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

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

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

- 6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- 6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

- 6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. **If the LPA 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 Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
 - A. the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4-7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4-7 is preempted by federal law; and
 - B. the LPA will not violate the terms of IC §24-4-7 for the duration of the Contract, even if IC §24-4-7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

- A. has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- B. will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

- 1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, 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 LPA.
- 2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

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

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

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

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

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA 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 LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. **Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA 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 LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. **Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. **Funding Cancellation Clause.** As required by Financial Management Circular 3.3 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 the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. **Governing Laws.** This Contract 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.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

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

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract. INDOT will not provide indemnification to the LPA.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

- 6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA 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.

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

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

- 6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

6.21 Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

6.22 Severability. The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

6.23. Status of Claims. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

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

6.24. General. This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

[Remainder of this page intentionally left blank.]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

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

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

MONROE COUNTY

Indiana Department of Transportation

By: _____

By: _____

Title: President- Julie Thomas

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2022.
FA 22-16*

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

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

Preliminary Engineering or
 Right-of-Way or
 Construction;

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

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the projects for **Des 1702957** is **\$5,866,900.00** and for **Des 1900406** is **\$911,280.00**.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

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

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm> .

III. Repayment Provisions.

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Zoning Ordinance is amended to rezone one (1) 24.54 +/- acre parcel in Section 17 of Bloomington Township at 1725 W Lancaster DR (parcel #: 53-05-17-300-018.000-004) from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR).

Fund Name(s):	Fund Number(s):	Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
Brett Rice	

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

Attorney who reviewed:

**OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404**

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jacqueline Nester Jelen, hereby certify that during its meeting on April 19th, 2022 the Monroe County Plan Commission considered Petition No. REZ-21-9 for a Zoning Map Amendment (Ordinance No. 2022-13) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 5-1.

This proposed amendment is being forwarded for your consideration pursuant to J.C. 36-7-4-605(a).

Jacqueline Nester Jelen

Jacqueline Nester Jelen
Planning Director

April 29, 2022

Date

ORDINANCE NO. 2022-13

Rice Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone one (1) 24.54 +/- acre parcel in Section 17 of Bloomington Township at 1725 W Lancaster DR (parcel #: 53-05-17-300-018.000-004) from Estate Residential 1 (RE1) to Agriculture/Rural Reserve (AG/RR).

SECTION II.

The following conditions of approval shall apply to this petition:

- 1. Petitioner to obtain an as-built survey to identify the location of the drystone wall relative to the property line, and if located on the petition site, consent to a historic preservation overlay of the drystone wall and allow access if recommended by the Historic Preservation Board of Review.

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 25th day of May, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Lee Jones, Vice President

Lee Jones, Vice President

Penny Githens, Commissioner

Penny Githens, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

MONROE COUNTY COMMISSIONERS**May 18, 2022**

PLANNER	Anne Crecelius
CASE NUMBER	REZ-21-9
PETITIONER	Brett Rice
ADDRESS	1725 W Lancaster DR, parcel # 53-05-17-300-018.000-004
REQUEST	Rezone Request from RE1 to AG/RR Waiver of Final Hearing Requested
ACRES	24.54 +/- acres
ZONE	AG/RR
TOWNSHIP	Bloomington Township
SECTION	17
PLATS	Unplatted
COMP PLAN DESIGNATION	MCUA Rural Transition

EXHIBITS

1. Petitioner Letter
2. Petitioner Site Plan (original)

RECOMMENDATION

Staff recommends Approval to the County Commissioners based on the findings of fact and subject to the Monroe County Highway Department & MS4 Coordinator reports with the following conditions:

1. Petitioner to obtain an as-built survey to identify the location of the drystone wall relative to the property line, and if located on the petition site, consent to a historic preservation overlay of the drystone wall and allow access if recommended by the Historic Preservation Board of Review.

Plan Review Committee – February 10, 2022

Recommendation to be review at the Monroe County Historic Preservation Committee

Monroe County Historic Preservation Committee – February 21, 2022

7-0 recommendation to obtain a boundary survey to identify the wall location and allow the Monroe County Historic Preservation Society future for research and/or preservation.

Plan Commission Regular Meeting – April 19, 2022

Plan Commissioner voted 5-1 to send a favorable recommendation with one condition to the County Commissioners with the following condition:

1. Petitioner to obtain an as-built survey to identify the location of the drystone wall relative to the property line, and if located on the petition site, consent to a historic preservation overlay of the drystone wall and allow access if recommended by the Historic Preservation Board of Review.

SUMMARY

The petition site is one parcel totaling 24.54 +/- acres located in Bloomington Township. The petitioner is proposing to amend the Zoning Map from Estate Residential (RE1) to Agricultural/Rural Reserve (AG/RR). If the request is approved by the County Commissioners the petitioner intends to construct a Detached Accessory Dwelling Unit (DADU) on the petition site.

The Zoning Map amendment would be from RE1 to AG/RR. Listed below are the definitions of these zones per Chapters 833 and 802.

Estate Residential 1 (RE1) District. The intent of this district is to accommodate large lot, estate type residential uses in a rural environment along with limited compatible agricultural uses. It is meant specifically to:

- A. Accommodate those persons who desire estate type living.

- B. Maintain a pattern of growth that is consistent with the cost-efficient provision of urban services to promoted compactness in the city structure.
- C. Provide for development in a rural setting not necessarily requiring urban utilities.
- D. Provide for limited compatible agricultural uses.

Agriculture/Rural Reserve (AG/RR) District. The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.

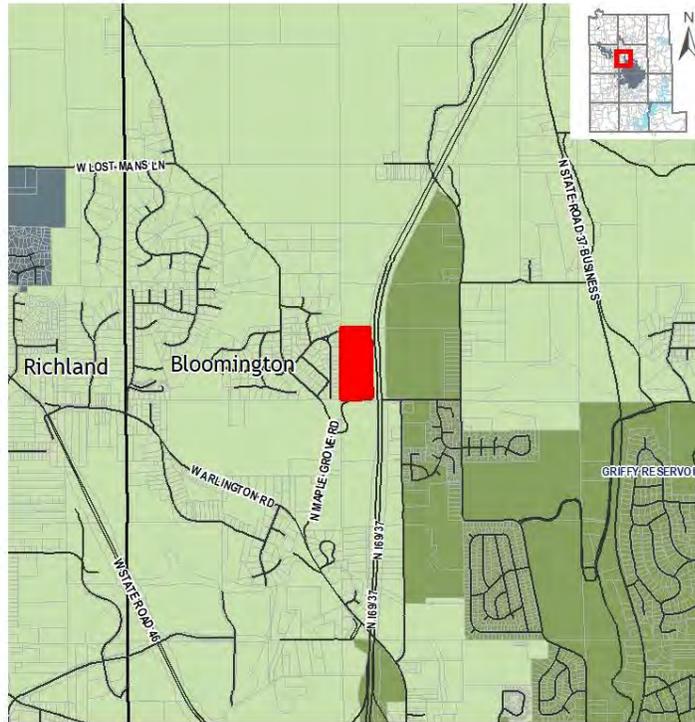
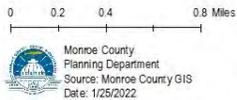
The petitioner is seeking the rezone in order to construct a second dwelling on the property. The petition site could potentially be subdivided but is restricted by the large area of FEMA floodplain, and the circumstance of the existing access to public roadway. The site's access is a driveway off of a dead-end road that is platted within the Lancaster Park Subdivision. If the petitioner proposed subdividing this property they would be required to complete the roadway by constructing a cul-de-sac and dedicating right-of-way. Due to the limited buildable area the dedication/construction of a cul-de-sac would make the existing SFR encroach into the front setback and would reduce the required buildable area needed for the second lot.

LOCATION MAP

The petition site is one lot of record, parcel number: 53-05-17-300-018.000-004. The site is located at 1725 W Lancaster Drive in Section 17 of Bloomington Township.

Location Map

- Petitioner
- Roads
- Civil (Political) Townships
- Lakes
- Incorporated Areas**
- Bloomington
- Ellettsville
- Parcels

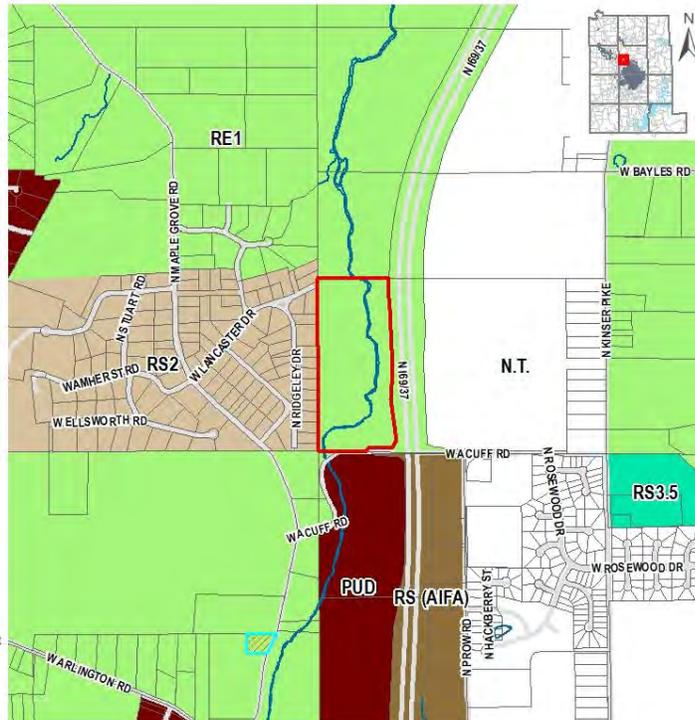
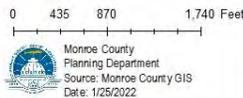


ZONING

The zoning for the petition site is Estate Residential 1 (RE1). The petition site is currently developed with a Single Family Residence.

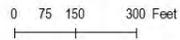
Current Zoning Map

- Petitioner
- Parcels
- Roads
- Hydrologic Features
- Historic Preservation Overlay
- Monroe County Zoning**
- N.T. - No Tag (Outside Juris.)
- PUD - Planned Unit Development
- RE1 - Estate Residential 1
- RS - Single Dwelling Residential
- RS2 - Single Dwelling Res. 2
- RS3.5 - Single Dwelling Res. 3.5



Site Conditions Map

- Major Collector [70']
- Interstate
- Petitioner
- 10-Foot Contours
- 15% Slope (County/ECO2)
 - 0 - 15
 - > 15
- Local Roads [50']
- Hydrologic Features
- DNR Best Available Data**
- FLD_ZONE, ZONE_SUBTY**
 - AE and FLOODWAY
 - FEMA Floodplain
 - Parcels
- Imagery\BestAvailable**
- RGB**
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



Monroe County
 Planning Department
 Source: Monroe County GIS
 Date: 1/25/2022



SITE PICTURES

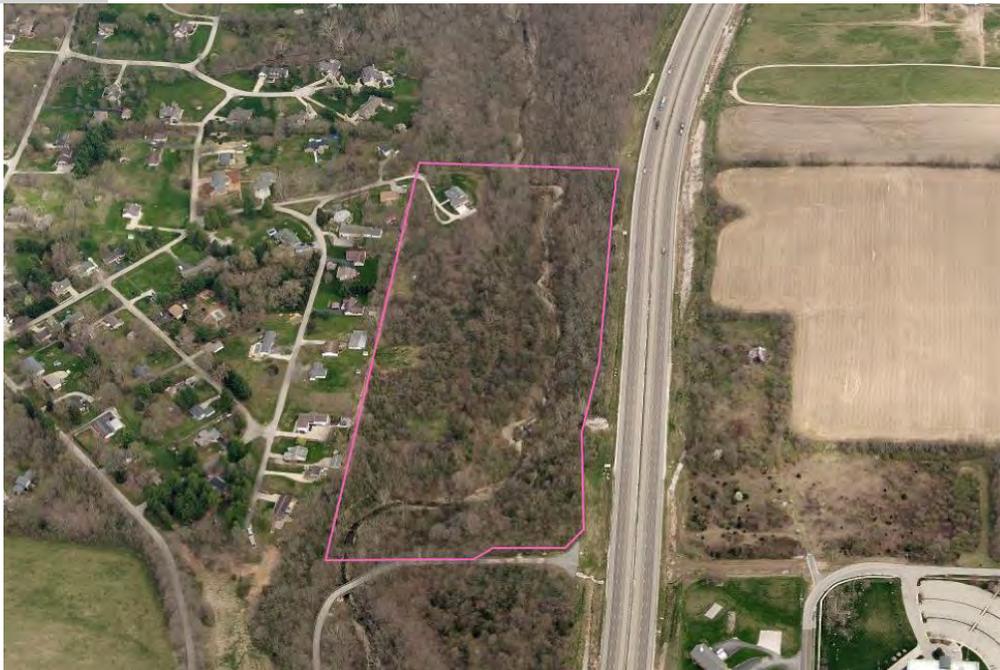


Photo 1. Pictometry photo looking north.



Photo 2. At the entrance of the property looking east.



Photo 3: From the SFR looking east at the entrance of the site.



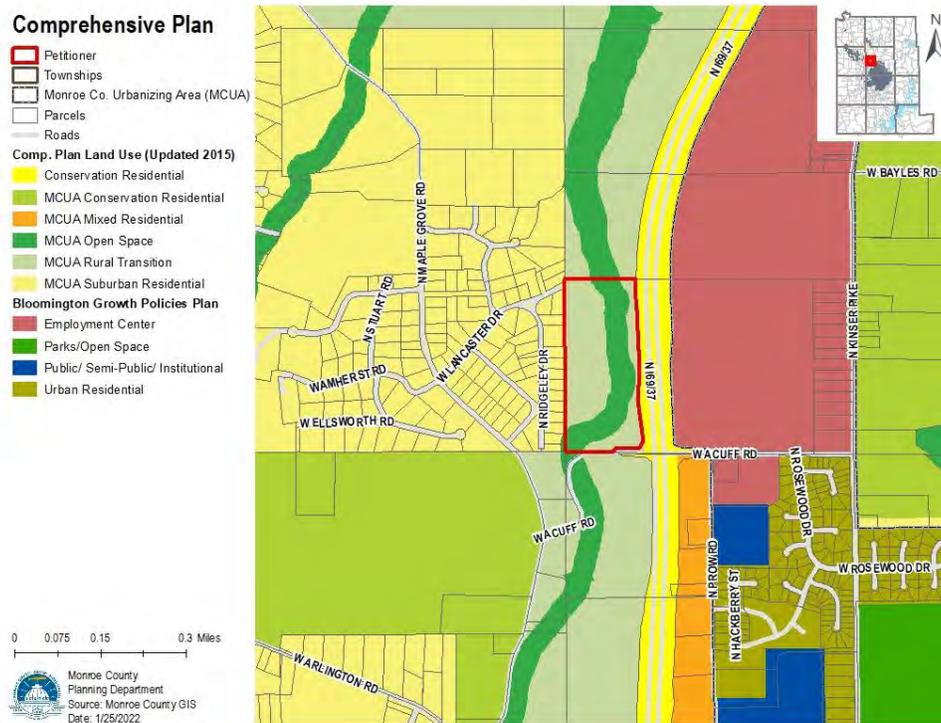
Photo 4: Buildable area looking south.



Photo 5: Entrance of property and rock wall.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located within the MCUA Rural Transition designation of the Monroe County Urbanizing Area Plan. Points that align with the proposed rezone are highlighted in green. Points that differ from the MCUA districts are highlighted in grey. The plan states the following for this designation:



Rural Transition

Portions of The urbanizing area, primarily to the east and South, are not suitable for intensive development due To access, infrastructure and environmental constraints.

These areas offer an opportunity to transition the scale and intensity of development along the urban to rural transect. Residential uses are low in density, primarily single-family, and typically are located along existing rural roadways rather than in subdivisions. Larger scale agricultural uses may occur within this area.

Within the Urbanizing Area, rural Transition lands may serve as a “holding” land use category that may be converted to other uses depending on future market demands and infrastructure expansion opportunities. The most likely uses for conversion include conservation residential, Parks and open Spaces, employment uses, and Quarry expansions that are best suited for low-density, relatively isolated development contexts. The potential for conversion to other uses should be considered as part of future updates to the Urbanizing Area Plan.

A. Transportation

Streets

Development in rural Transition areas is intended to occur along existing rural roadways. These are typically designed with two travel lanes and a berm or shoulder with open drainage. New roadway construction will be minimal and will likely respond to broader safety or connectivity needs within the larger transportation system, rather than demand generated by new development within the rural Transition area.

Automobile travel is necessary in rural areas. Care should be taken to avoid roadway improvements that prioritize speed and capacity at the expense of rural roadway character.

Bike, pedestrian, and Transit modes

Due to the low-density character and distance from destinations, travel by foot will be less common in rural Transition areas. However, bicycle travel should be encouraged. Opportunities to extend shared use/bicycle paths as part of a county-wide greenway system should be explored. Roadside paths may be appropriate in some cases, but care should be taken to preserve the scenic character of rural roadways. This can be accomplished through meandering alignments that provide space for landscape features such as mounding, fencing, limestone walls and naturalized plantings. Expansion opportunities for rural Transit routes should be explored to enhance accessibility of more remote areas.

B. Utilities

Sewer

Sewer service in rural transition areas will be limited. Residential development is expected to continue using on-site sewage disposal (septic systems), provided there is sufficient space, topography and soil conditions to meet minimum State and county installation and maintenance requirements.

Power

Overhead utility lines should be buried wherever feasible in the rural Transition area.

Communications

Communications needs will vary within the rural transition neighborhoods, but upgrades to infrastructure need to be a key consideration for future development sites. Communications features will likely differ from all other areas of development since transportation and infrastructure improvement will be limited. Wireless towers should be located sensitively to minimize disruption to scenic viewsheds.

C. Open space

Park Types

Open spaces within rural Transition areas should emphasize interconnected greenway systems and preservation of environmentally sensitive lands, whether public or private. Where feasible, shared use/bicycle paths should be provided to create continuous recreational and alternative transportation connections as part of the larger Monroe county system. Opportunities for new county parks should be explored, as well as opportunities for land preservation by private non-profit organizations such as the Sycamore land Trust.

Agriculture

The rural Transition area provides an opportunity to support food production within the Urbanizing Area. Particular emphasis should be placed on encouraging small-scale, locally-operated farming operations such as hobby farms, community-Supported Agriculture (CSA), vineyards and orchards. These are vital elements of the local economy, and proximity to the City of Bloomington offers an opportunity to integrate these uses into the local farm-to-Table and farm-to-institution supply chains.

D. Public Realm Enhancements

Lighting

Roadway lighting should be avoided on rural roadways to preserve rural character and minimize light pollution, except where necessary for safety.

Street/Site furnishings

Street and site furnishings will be limited to public parks and greenways.

E. Development guidelines

Open Space

Development in the rural Transition area will typically not provide public open space but will be required to protect environmentally sensitive features as development occurs.

Parking ratios

Parking needs are typically minimal for rural businesses, and requirements should be flexible based on the specific use.

Site design

Subdivision of land along rural roadways should avoid creating “residential strips” that block scenic vistas and change the character of the roadway from rural to suburban. Building setbacks will vary based on topography, but will typically exceed 50 feet and may be much larger.

- The intention of the petitioner if the rezone is approved it's the intent of the petitioner to apply for a Detached Accessory Dwelling Unit;

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- See Findings under Section A;
- The rezone request is to change 24.54 acres from RE1 to AG/RR;
- The current use of the petition parcel is a Single Family Residential and is developed;
- Adjacent uses are residential or agricultural and adjacent zoning is AG/RR;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- See Findings under Section A and Section B;
- The site contains some buildable area (slopes 15% and under) but primarily unbuildable due to a stream that runs north to south on the site;
- The petition site is located in FEMA Floodplain;
- There are no known karst features;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- Access is off of W Lancaster Drive;
- According to the Monroe County Thoroughfare Plan, W Lancaster Drive is classified as a Local road;
- Further subdivision of the property is restricted by FEMA floodplain and the site's access to public roadway;

EXHIBIT 1: Petitioner Letter

Subject: 1725 W Lancaster Rezone Request from RE1 to AG/RR

Submitted to: Monroe County Planning Commission

Submitted by: Brett Rice, btownricefam@gmail.com, 812-296-8216

Submitted on: 12/22/2021

To the planning commission members: Please review the information provided supporting a conversion from RE1 to AG/RR . If you have any questions or concerns, please feel free to reach out to me via either email or phone. Thank you! Brett Rice

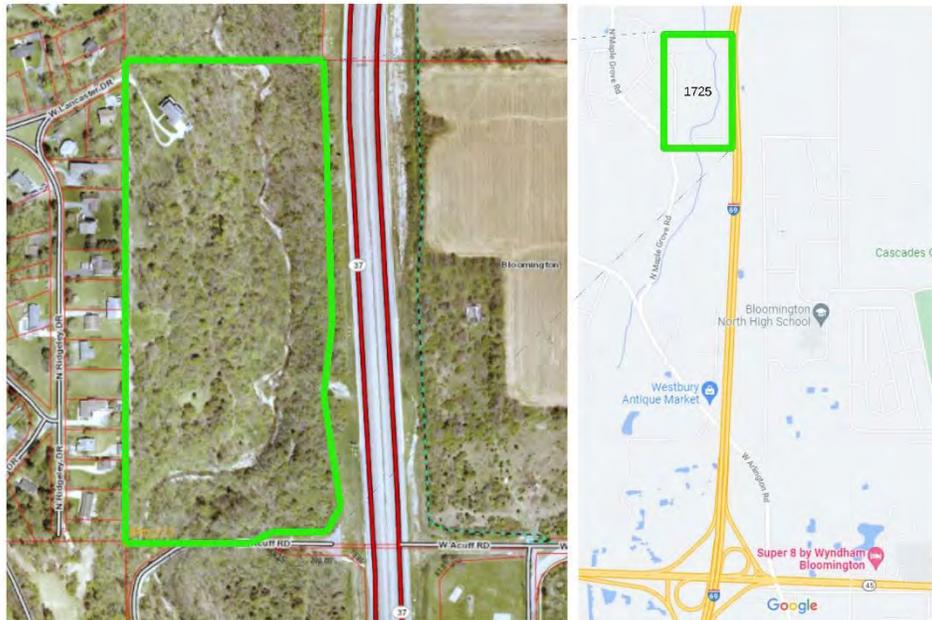
1

1725 W Lancaster Existing Site Overview

Property Address:
1725 W Lancaster Dr

Parcel Number:
53-05-17-300-018.000-004

Property Description:
24.5 Acres, heavily wooded, contains steep terrain, exposed limestone cliffs, has one homestead



2

1725 W Lancaster Re-zone Application Discussion

-Existing RE1 zoning is an artifact of annexation.

-This property is part of Area 7 which was removed from annexation due to its rural nature with low population density and extremely rugged terrain.

-This application proposes that this property be moved to AG/Rural Reserve Zoning to align with the topography, property density, and other similar properties in the northern part of Monroe Co, which were the primary drivers for removal from annexation.

-If approved, if the zoning will also allow for a Detached Accessory Dwelling Unit (DADU) to be built.



3

Point 1:

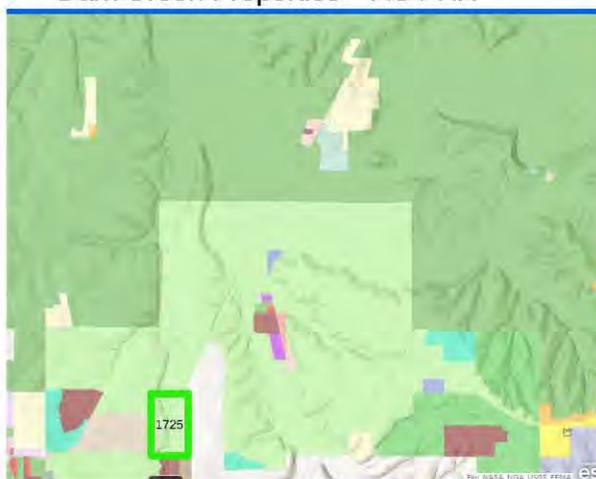
-There are nearby AG/RR zoned properties which have similar low building density (shown in dark green)

-These properties are similar in topography and building density to 1725 W Lancaster property

-Had this property not been changed to RE1, it is likely that it would be considered AG/RR

Existing Zoning Map

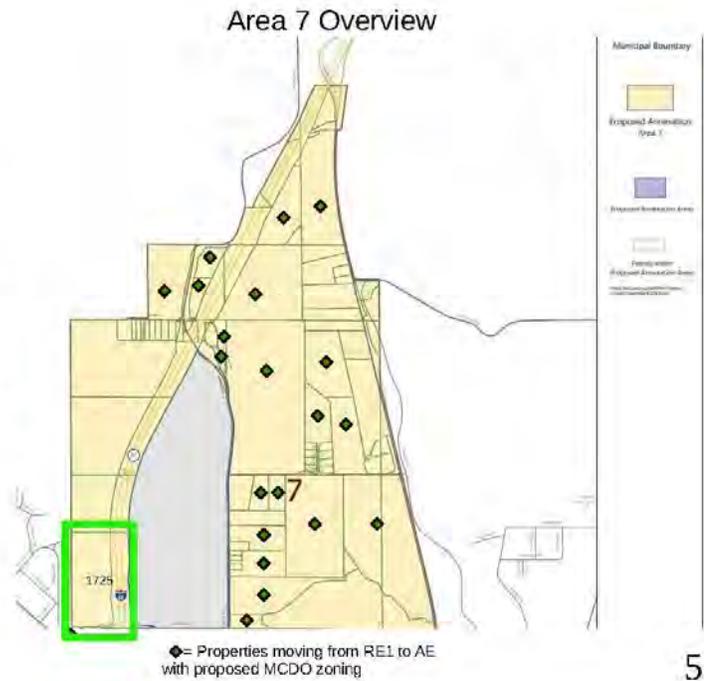
Dark Green Properties = AG / RR



4

Point 2:

- 1725 would fit well into new MCDO Zoning as AE (Similar to current AG/RR)
- Many Area 7 properties were re-zoned to RE1 for purposes of annexation.
- Area 7 was removed from annexation largely because of its rural nature, but the unusual zoning remained.
- Proposed MCDO will convert many nearby Area 7 properties from RE1/ER to Agricultural Estate (Similar to AG/RR)



5

Proposed MCDO Zoning will move many nearby properties to AE zoning (Dark Green)

Point 2 (cont'd):

- Future surrounding properties with similar population density will likely be zoned AE under proposed MCDO
- When MCDO is approved it is likely that 1725 property will fit well into the AE zoning



6



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 request is to amend the Monroe County Zoning Map to rezone two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011) from Agriculture/Rural Reserve (AG/RR) to General Business (GB).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
Susan Hinkle Dawn Gray w/ SpringPoint Architects	<input type="text"/>

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

Attorney who reviewed:

ORDINANCE NO. 2022-14

Hinkle Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Map is amended to rezone two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011) from Agriculture/Rural Reserve (AG/RR) to General Business (GB).

SECTION II.

The Following conditions of approval shall apply to this petition:

1. Petitioner to enter into a written commitment to preserve trees west of the large barn as part of the site plan approval process.
2. The 1080 sf barn is to be locally designated through the Historic Preservation Board of Review.
3. Petitioner enter into a written commitment to submit a report regarding the potential relocation of the existing residence within 30 days of the Plan Commission vote and prior to the County Commissioners vote.

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 25th day of May, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

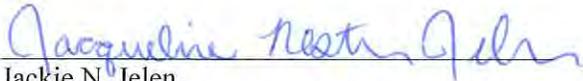
OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on April 19, 2022 the Monroe County Plan Commission considered Petition No. REZ-21-8a for a Zoning Map Amendment (Ordinance No. 2022-14) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-0.

This proposed amendment is being forwarded for your consideration pursuant to J.C. 36-7-4-605(a).



Jackie N. Jelen
Planning Director

4/29/2022
Date

PLANNER	Tammy Behrman
CASE NUMBER	REZ-21-8a
	REZ-21-8b
PETITIONER	Lindeman & Associates Psychological Services c/o Springpoint Architects, PC
OWNER	Hinkle, Susan Wadene & Hinkle, Steven W
ADDRESS	4833 W Arlington RD:
REQUEST	Rezone Request from AG/RR to GB Rezone Request to add HP Overlay to 1080 sf barn Waiver of Final Hearing Requested
ACRES	8.6 +/- acres
ZONE	AG/RR
TOWNSHIP	Richland Township
SECTION	24
PLATS	KING & STANGER BABY FARM PT; Lot 5 & Lot 6
COMP PLAN DESIGNATION	MCUA Mixed Use

EXHIBITS

1. Petitioner Letter
2. Petitioner Site Plan
3. AG/RR Use Table
4. GB Use Table
5. Comparison of Design Standards
6. Use Determination USE-21-86
7. **Historic Preservation Inspection Report**

RECOMMENDATION**Request to Rezone AG/RR to GB**

Staff recommends a **favorable recommendation** of the Rezone to the Commissioners of based on findings of fact and subject to the Monroe County Highway and MS4 Coordinator Reports with the following condition(s):

1. Petitioner to enter into a written commitment to preserve trees west of the large barn as part of the site plan approval process.
2. **The 1080 sf barn is to be locally designated through the Historic Preservation Board of Review.**
3. **Petitioner enter into a written commitment to agree to an inspection of the existing residence for historical significance and potential ability to be relocated prior to any a commercial permit issuance.**

Request to Rezone to add HP Overlay to 1080 sf barn

Staff recommends a **favorable recommendation** of the Rezone to add the HP Overlay to 1080 SF barn to the Commissioners of based on findings of fact and subject to the Monroe County Highway and MS4 Coordinator Reports.

Plan Review Committee – January 13, 2022 - Meeting canceled due to quorum issues.**Monroe County Historic Preservation Board of Review – January 24, 2022**

Eight members voted to allow an inspection of the structures on the property to determine if there is historical significance. A formal condition may be recommended after the site inspection in time for the Preliminary Hearing if warranted.

Plan Review Committee – February 10, 2022 – On the agenda. Update to be presented.

Five members attended. Two different motions were made to support the petition but failed to have a majority vote. A consensus was made to forward comments only. There were concerns regarding the Historic Preservation input and impacts on design. Several members were in support of the proposed GB zone and agreed that it fit with the Comprehensive Plan.

Plan Commission Regular Meeting – February 15, 2022 (Preliminary Hearing)

Eight members were in attendance. No motion was made at the January 24, 2022 [meeting](#). This petition was continued to the March 22, 2022 meeting. Members were interested in hearing from the Historic Preservation Board. Ms. Hinkle spoke that she was in support of the rezone and really want to see the property go to Lindeman & Associates Psychological Services to serve children and work with the adjacent Bloomington Children’s Hospital. There was a discussion regarding ‘dark sky’ compliant lighting. Staff explained that new commercial site plans are already required to comply with downward facing lighting and submitting a photometric plan.

Monroe County Historic Preservation Board of Review – February 21, 2022

There were seven members in attendance and heard Ms. Hinkle’s historic account of the property (see below). She expanded on the knowledge of the property and made corrections to the inspection report where assumptions were made. The members voted unanimously to make two recommended conditions to the Plan Commission for consideration.

Hinkle: Nice to meet you all. I wanted to make myself available to help fill in some gaps. My grandparents bought this property in 1953 and Granny lived to be 102 and I spent a lot of time here. My grandfather was a County Commissioner and was flying back for a vote but died at the airport. I never met him so really it was my Granny who managed the property. My brother and I inherited it. There used to be a two bay garage but over the years it just rotted so it was removed. In 2006 I added the shed at the end of the garage. The concrete slab in 1965 was there but never had a building since then because I used to play on it as a child. The bungalow, there have been two rooms added over the years. A bedroom built over a crawlspace to the west and the back where a laundry room was also added on so those are not original. The east side of the house there were three windows and we removed one for remodeling the bathroom. The fireplace is damaged and expensive to repair (two quotes) and cost prohibitive. Closet has calcification, water issues sometimes too. Not sure what your definition of near original condition is but wanted you to know that about the house. The chicken shed was indeed a chicken shed. Do not know when chickens were actually in it. My parents put the one room shed there after 1953 for storage and we played in it as kids. It was not a one-room school house as suggested in the report. One room schoolhouse comment: Martha Street was a friend of ours and went around and interviewed people who had attended Monroe County one-room schoolhouses. I wanted to make sure you knew about this book. Granny went to one on S Leonard Springs. There was a pond they skated on at lunchtime. [In response to a question of the one room shed] Yes, it was my father’s and he just moved it out here. The barn, it had stalls and for 8 years we had two ponies and main floor is 2/3 the rest of way west and stair way went to 4th floor and almost like a split level. I have not been in it for like 10 years but I hear the doctors/purchasers want to keep it when they acquire the property. The pond is about a quarter of the size it used to be. When they upgraded Arlington Road it cut off some of the drainage. The right of way was acquired and reduced the property from 10 acres down to 8.6 acres. I made a comment with the Plan Commission last week, the nice thing that is full circle for our family. We have never viewed it as a farm. We did have a sister that had cancer and was a Riley kid and we were pleased that the property next to us, Mrs. T’s [Terpenning] place sold to Riley Hospital and when we found out this buyer had a connection to help those kids with cancer go through that process. It is a sweet house but I also have an affection for the doctors who will be using this property. [In response to a timeline question] I am under the opinion that Lindeman and Associates do not want to renew a lease again. They would like to close by the end of April and then I have two months to empty out the outbuildings and house by June. I believe that on our agreed sale it makes me think the house would be something to negotiate with the buyers and coordinate with them. Depends on the condition of the house of course.

Plan Commission Regular Meeting – March 22, 2022 (Final Hearing)

SUMMARY

The petition site is two parcels totaling 8.6 acres located at 4833 W Arlington RD. The petitioner is proposing to amend the Zoning Map from Agriculture / Rural Reserve (AG/RR) zoning to General Business (GB) zoning to accommodate an office use as determined under Use Determination USE-21-86 (Exhibit 6). The site is within the Rural Community Zoning Overlay (RCZO) dictated by Chapter 835. The Office Use would be permitted under this ordinance if additional design standards are met. The petitioner is not interested in building a two story structure. Additionally, from past experience with the Fire Marshall it is unlikely that there is enough water pressure in the area to service a sprinkler system for a two story building. If the rezone request is approved by the County Commissioners a site plan would be required to review compliance with the bioretention, parking and landscaping standards. Staff is interested in a review of the accessory structures for historic relevance and possible preservation as well as tree preservation on the site when possible.

BACKGROUND

The Zoning Map amendment would be from AG/RR to GB. Per Chapter 802 of the Monroe County Zoning Ordinance:

Agriculture/Rural Reserve (AG/RR) District. *The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.*

General Business (GB) District. *The character of the General Business (GB) District is defined as that which is primarily intended to meet the needs for heavy retail business uses. General business uses should be placed into cohesive groupings rather than on individual properties along highways in order to take advantage of major thoroughfares for traffic dissemination. Access control should be emphasized. The purposes of the GB District are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross access in order to allow traffic from one business to have access to another without having to enter the highway; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.*

LOCATION MAP

The parcel is located at 4833 W Arlington RD,
Section 24 Richland Township. The Parcel
Numbers are 53-04-24-101-031.000-011; 53-04-
24-101-014.000-011



ZONING

The parcel is zoned Agriculture / Rural Reserve (AG/RR). Adjacent zoning is General Business to the east and west PUD is to the south and Medium Density is to the north. There is other GB zoned lots in the vicinity of the petition site in addition to Limited Business (LB) and Light Industrial (LI).

The use of the property is residential. Surrounding uses are Business to the east and west. Residential is to the south and north.



SITE CONDITIONS & INFRASTRUCTURE

This petition site is made up of two parcels totaling 8.6 +/- acres. The site contains a residence built in 1930's, two sheds, a detached garage and a barn ca. early 1900's. The structures do not appear on the Indiana State Historic Architectural and Archaeological Research Database. Access to the site is through W Arlington RD, a major collector with 5' sidewalks in the right of way. The southern property line is bordered by W State Road 46, a minor arterial, but there is no direct access to this road. There is no regulated Floodplains on the lot and the site is not within the critical watershed. There is no evidence of a karst features. The petition site drains south and there is a pond/wetland within the drainage ravine. The site has access to sewer thru Eastern Richland Sewer Corporation and water via Ellettsville Utilities. There are slopes over 15 percent on site. Note that the site to the east and west of the petition site have been developed commercially.

Slope Map

-  Major Collector [70']
-  Major Arterial [150']
-  Local Roads [50']
-  Petitioner
-  Parcels
-  2-Foot Contours
- 15_Percent Slope (2010)**
-  0 - 15
-  > 15
-  Hydrologic Features



0 70 140 280 420 Ft



Monroe County
 Planning Department
 Source: Monroe County GIS
 Date: 1/6/2022

UTILITY CAPACITY

Eastern Richland Sewer Corporation has territorial authority and capacity to collect wastewater and Ellettsville Utilities provided a capacity letter for water availability.

MS4 Drainage Review

“No stormwater comments related to the rezone.

- Detention and water quality treatment will be required for this project. Release rates will be 0.9 cfs/acre for Q100 and 0.5 cfs/acre for Q10.
- No apparent karst/sinkhole concerns at this time.
- Construction Stormwater General Permit (formerly Rule 5) coverage will be required for disturbance greater than 1 acre.
- There appears to be an existing farm pond on the property, south of the proposed development.
- Additional stormwater and drainage comments will be provided with submittal of a detailed site plan.”

Highway Department Review

“Storm water runoff should be collected before running off of the driveway and into the street. The Highway Department would prefer that the driveway slope away from Arlington Road but if this is not possible, inlets should be used to collect the storm water.”

SITE PHOTOS



Figure 1. Facing west along W Arlington RD.



Figure 2. Facing east: view of Arlington RD.



Figure 3. Existing residence.



Figure 4. Facing southeast: view of two sheds near the circle driveway



Figure 5. Facing south: view of an old storage structure.



Figure 6. View of the old storage structure and the barn ca. 1930.



Figure 7. Facing west: view of the Riley IU Health facility.



Figure 8. Facing south: view of the pond / wetland within the woods.



4. Figure 9. Facing north: view of the residence, shed and storage structure.



Figure 10. Large oak trees located south and west of the barn. Staff recommends preservation if possible.

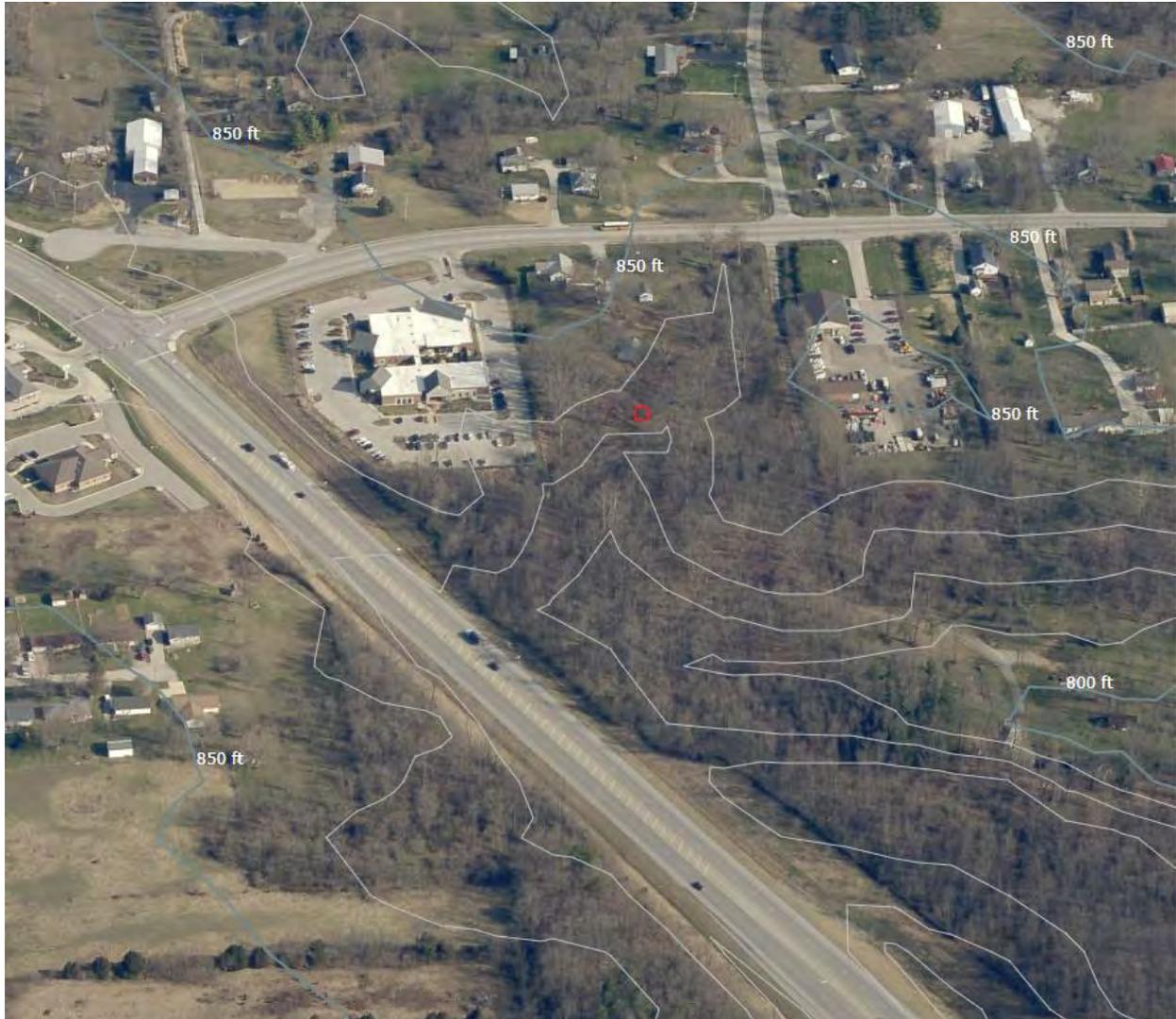


Figure 11. Aerial view facing north of petitions site and the surrounding area ca. April 2020.



Figure 12. Aerial view facing north ca. April 2020.



Figure 13. Aerial view facing south of petitions site and the surrounding area ca. April 2020. Green circle is oak grove recommended for preservation.

COMPREHENSIVE PLAN DESIGNATION

The petition site encompasses two different comprehensive plan designations; Mixed-use and Suburban Residential.

The proposed use of Office (USE-21-68 Use Determination) is consistent with the MCUA Mixed Use district. Listed below are the design standards for the MCUA Mixed Use district. Points that are alignment with the proposed rezone to General Business are highlighted in green. Points that differ from the MCUA districts are highlighted in grey.

Mixed-Use

Mixed-use districts are the densest, most pedestrian-oriented development types in the urbanizing area.

This land use type will vary in terms of form, scale, character, and the specific mix of uses, depending on location, access considerations and existing development context.

Uses may be integrated vertically within buildings, such as residential or office over ground-floor retail, or horizontally among single-use buildings that are closely coordinated with one another. Mixed-use areas may take the form of linear corridors along major roadways, large districts that serve as regional destinations for commerce, dining and entertainment, or small nodes at crossroads that serve nearby residential neighborhoods or employment areas. Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.

Most areas designated as mixed-Use on the land Use map are in locations with existing suburban-style development. These locations offer opportunities for reinvestment, infill, redevelopment, and transformation into more walkable centers of activity within the Urbanizing Area. Examples include the Third Street corridor, the Tapp Road/Sr-45/Curry Pike Area, and key intersections along the South Walnut Street corridor.

A. Transportation

Streets

Developments should be designed to create a system of interconnected streets and blocks. Ideally, new streets should be platted as public rights-of-way through the subdivision process; however, private streets may also be acceptable, provided that they are designed and maintained to public street standards and are made publicly accessible through dedicated easements.

Bike, Pedestrian, and Transit Modes

Mixed-use streets should incorporate the full suite of complete street and “green” street design techniques. Streets should safely accommodate pedestrian and bicycle travel, as appropriate to the larger context of the transportation system and the surrounding scale and character of development. Wider sidewalks or an enhanced buffer along the street will provide a safer environment for pedestrians while allowing greater access to businesses in mixed-use areas. Streets should not be designed with a “one-size fits all” approach. Local streets may accommodate cyclists through an overall design that discourages high travel speeds by motorists, such as the use of narrower travel lanes (10 to 11 feet), on-street parking, and smaller curb radii at intersections (15 to 25 feet). These streets may simply require pavement markings or signage indicating that cyclists may use the travel lane. On the other hand, multi-lane roads should provide enhanced bicycle infrastructure, such as on-street bicycle lanes, cycletrack facilities, or

off-street shared use paths, with special attention to transitions between different facility types. As the most likely to support transit service in the future, mixed-use streets should be designed to accommodate potential transit expansion.

B. Utilities

Sewer and Water

Most areas designated for mixed-use development in the land Use Plan are already served by sewer and water infrastructure. **All new developments should conduct water and sewer capacity analyses and contribute to system upgrades if necessary.** Major sewer line extensions or upgrades, should be coordinated with other roadway or streetscape improvements where possible to minimize traffic disruption and improve cost efficiency of capital improvements. A major advantage to mixed-use development is that it reduces the peak usage in the area due to the diversity of building uses.

Power

Overhead utility lines should be buried in mixed-use areas to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications

Communications needs will vary within mixed-use developments, but upgrades to infrastructure should be a key consideration for future development sites. The county should create a standard for development of communications corridors to supplement and complement University research and development and the existing information technology sector.

C. Open Space

Park Types

Small-scale parks and open spaces should be integrated into new developments and streetscapes. Mixed-use districts may have a variety of park types, from small plazas and pocket parks along public sidewalks, to moderately-sized greens, squares, and neighborhood parks. Greenway connections should be provided wherever possible.

Urban Agriculture

Encourage the creation of community gardens and small scale urban agricultural systems, integrated with parks and open spaces. These may serve and be operated by residents, employees and businesses within a mixed-use neighborhood. Examples include restaurants with on-site gardens, or apartments and office buildings with common garden space. Attention should be paid to location and maintenance to ensure garden spaces remain well-kempt and attractive throughout the year.

D. Public Realm Enhancements

Lighting

Lighting needs will vary by street type and width but safety, visibility and security are important. Two-lane streets should provide lamp posts at a pedestrian scale (16 to 18 feet in height). Wider streets will require taller fixtures (up to 30 feet).

Street/Site Furnishings

Successful mixed-use streets require a vibrant, pedestrian-oriented public realm with an emphasis on amenities and aesthetics. Streets should have planters, benches, information kiosks, and public bicycle parking racks. These elements may occur within the public right-of-way, or on private development sites, if located at the front of the lot between the building and right-of-way, oriented toward the sidewalk, and available for public use.

E. Development Guidelines

Open Space

The amount and type of open space appropriate for mixed-use areas will vary by the location and scale of individual developments. Large consolidated developments should include prominent open spaces with public street frontage. For residential uses, open space should generally be provided with a target of 200 square feet per dwelling unit. Commercial uses over 25,000 square feet of gross floor area should provide small pocket parks or plazas.

Parking Ratios

Parking requirements will vary depending on the scale and mixture of uses within individual mixed-use areas. Shared parking arrangements should be encouraged to minimize the size of surface parking lots. On-street parking should be permitted to contribute to required parking maximums as a means to reduce surface parking and enliven mixed-use streets with foot traffic.

Site Design

Front setbacks should range from zero to 15 feet, with streetscape plazas and landscape treatments between the sidewalk and building face. Buildings should frame the street, with a high amount of building frontage. Parking should be located to the rear or side of buildings, but not between the building and street. Side-oriented parking should be screened with landscaping and/ or a low street wall. Vehicular curb cuts should be used sparingly, and avoided on major thoroughfares. Access should instead be provided from the side or rear of the site. Mixed-use districts should be designed with compatible mixtures of buildings, but with architectural variety as well.

Building form

The scale, form and character of buildings will vary depending on the specific location and surrounding context of existing development and infrastructure. Mixed-use areas are appropriate locations for more urban-style buildings with flat roof designs, but pitched roofs may also be used. Buildings may range from one to four stories in height, depending on location. Ground floors of mixed-use buildings should have taller floor to ceiling heights (14 to 18 feet) to accommodate retail and dining uses, with high amounts of window transparency (60 to 70 % of the front facade). Building facades should be designed with a clear base, middle, and top. Buildings and tenant spaces should have prominent main entrances on the front facade, accessible from the public sidewalk.

Materials

Mixed-use buildings should have a durable and lasting character, indicative of their ability to be repurposed for various uses over time. This is best achieved through the use of brick and dimensional or cultured stone. Concrete masonry units may be used, but should have texture and color variation if used as a primary building material. Blank walls should be avoided, particularly for facades facing public streets.

Private Signs

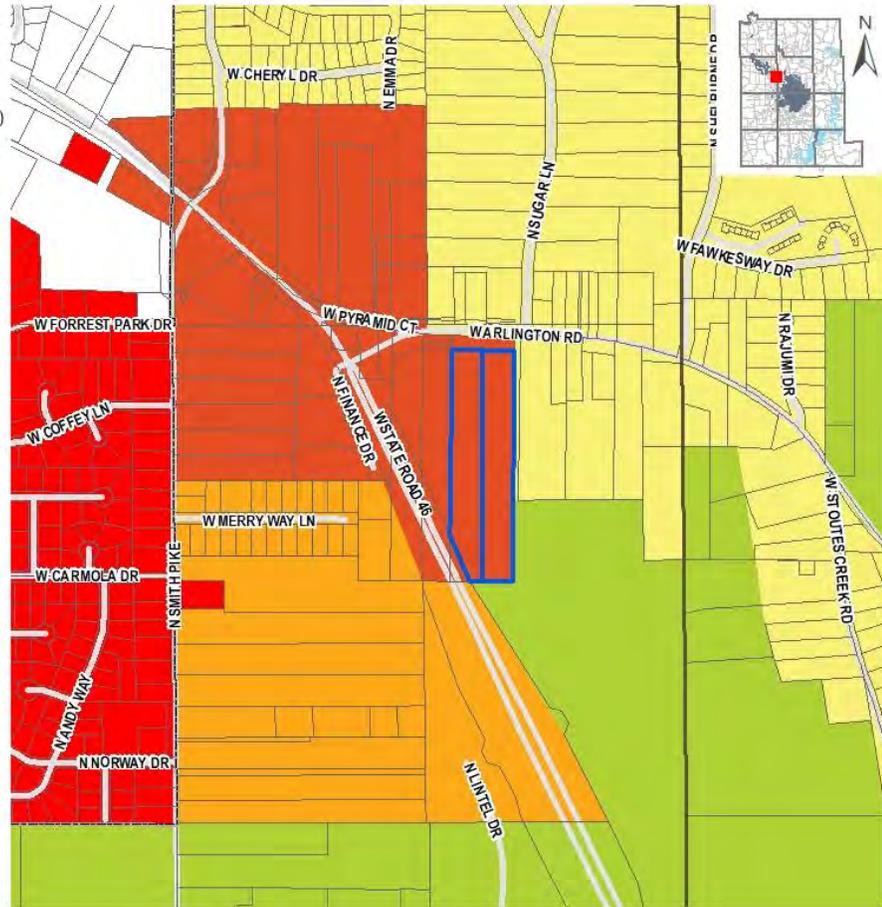
Signs should be sized and designed to effectively communicate to both pedestrian and vehicular traffic without becoming a visual distraction. Wall-mounted and monument signs are appropriate; pole signs and roof-top billboards should be prohibited.

Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
-  Designated Communities
-  MCUA Conservation Residential
-  MCUA Mixed Residential
-  MCUA Mixed Use
-  MCUA Open Space
-  MCUA Suburban Residential
-  Town of Ellettsville

0 0.05 0.1 0.2 Miles

 Monroe County
 Planning Department
 Source: Monroe County GIS
 Date: 1/6/2022



FINDINGS OF FACT - REZONE

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The rezone request is to change the zone for the petition site from Agriculture / Rural Reserve (AG/RR) to General Business (GB)
- The Comprehensive Plan designates the petition site as MCUA Mixed Use;
- According to the Comprehensive Plan, MCUA Mixed Use area “*Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.*”
- The petition site has the Rural Community Zoning Overlay (RCZO) which is dictated under Chapter 835. The office use would be permitted but there are additional design standards that were not desirable for the petitioner such as a two story building;

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- See Findings under Section A;
- The current use is residential and there is a residence, two sheds, a storage structure and a barn built ca. early 1900’s;
- The rezone request is to change the zoning for the entirety of the site to the General Business (GB) District which is described by the County’s Zoning Ordinance, Chapter 802, as follows:

General Business (GB) District. *The character of the General Business (GB) District is defined as that which is primarily intended to meet the needs for heavy retail business uses. General business uses should be placed into cohesive groupings rather than on individual properties along highways in order to take advantage of major thoroughfares for traffic dissemination. Access control should be emphasized. The purposes of the GB District are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross access in order to allow traffic from one business to have access to another without having to enter the highway; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.*

- The petition site is currently zoned AG/RR;
- There is one existing residential driveway accessing W Arlington RD (major collector);
- There are 15% slopes (see Slope Map);
- The petition site is not located in a Special Flood Hazard Area;
- There is a pond / wetland on site;
- Karst is not evident from best available data;
- Much of the property is forested;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- See Findings under Section A and Section B;
- The current use of the lot as determined by Use Determination USE-21-68 is residential;
- The proposed use of the lot as determined by Use Determination USE-21-68 is office and is permitted in the GB zone;
- The GB zone currently has 140 permitted uses;
- The adjacent parcels to the east and west are currently zoned GB, and there are surrounding parcels to the north and west also zoned GB;
- There are commercial uses adjacent to the property and in the surrounding area;
- Other commercial zones in the vicinity of the petitioner site are Limited Business, Light Industrial and PUD;
- In 2017 a site plan was approved for a Veterinary Clinic to the north though permits were never pulled;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- This property is not included in the proposed City of Bloomington annexation;
- The site has access to sewer and water;
- The site is not within a critical watershed;
- Floodplain is not in the vicinity;
- The intersection at W State Road 46 and W Arlington Road was upgraded around 2000 and has a traffic signal;
- The petition site has sidewalks already within the right of way;

EXHIBIT 1: Petitioner Letter



November 29, 2021

Monroe County Department of Planning and Zoning
501 North Morton Street
Bloomington, IN 47404

Re: 4833 W Arlington Road
Lindeman & Associates Psychological Services
Application for Rezone AG/RR to GB

Dear Committee and Plan Commission Members,

This letter is to request a rezone of the 8.6 acre parcel at 4833 West Arlington Road from the current AG/RR (Agricultural/Rural Residential) zoning to GB (General Business).

The proposed project for this site is a 5,000 square foot office building to serve as the primary location for Lindeman & Associates Psychological Services. This business is a professional office that specializes in comprehensive psychological evaluations and counseling for children, adolescents, and adults. An additional 5,000 square foot office building is also being proposed for a future phase.

This use is compatible with the other adjacent General Business properties including Riley Physicians Pediatrics and Milestone Contracting. In addition, this property has been identified as General Business in the draft zoning map being considered by the county.

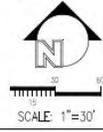
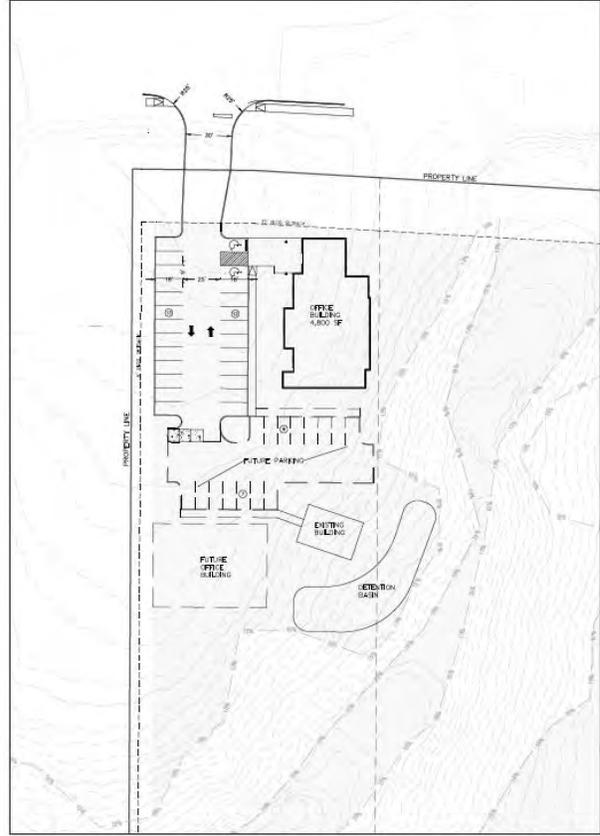
Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Dawn M. Gray". The signature is written in a cursive, flowing style.

Dawn M. Gray, AIA
Principal Architect
SPRINGPOINT ARCHITECTS, pc

EXHIBIT 2: Petitioner Site Plan



NOTE:
This plan is illustrative in nature. The plan indicates driveway access points
and general parcel boundaries and existing ground features. This plan may be
developed but are not intended to be a final development plan or commitment.



NOT FOR
CONSTRUCTION

XX/XX/20XX

LINDEMAN & ASSOCIATES,
OFFICE BUILDING
BLOOMINGTON, INDIANA

REVISIONS	DATE

DATE	
BY	
CHECKED	
DATE	

6433
SHEET

11/19/2021

CONCEPT
SITE PLAN

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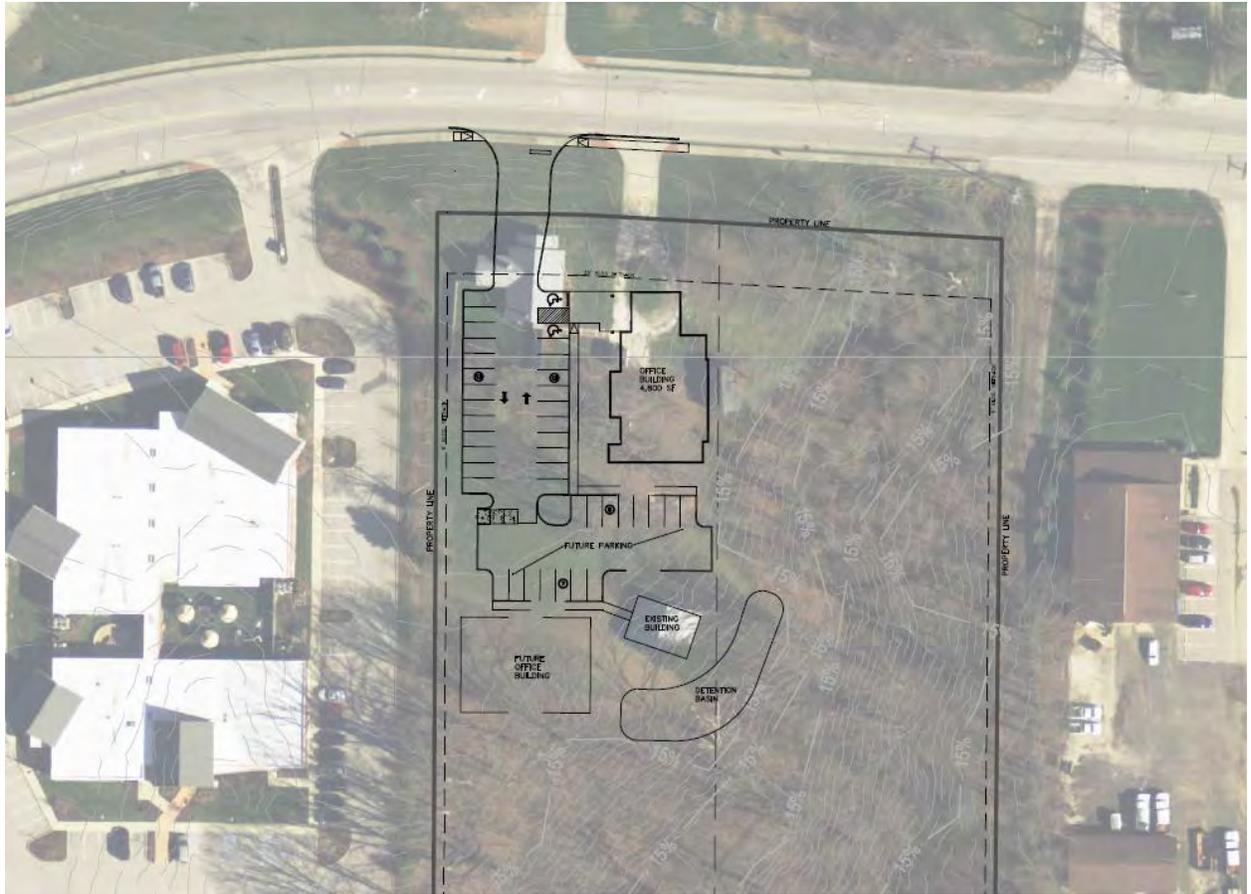


EXHIBIT THREE: Uses permitted in the AG/RR

USES	INTENSITY	ZONES	USES	INTENSITY	ZONES
Agricultural Uses	i	AG	Religious Facilities	H	P
Accessory Use		P	Remote Garbage/Rubbish Removal	H	C
Accessory Structures for Agricultural Use	L	P	Solar Farm	L	C
Agriculture	H	P	Telephone and Telegraph Services	L	P
Agricultural-Related Industry	H	P	Utility Service Facility	M	P
Agricultural Uses-Land Animal	H	P	Wastewater Treatment Facility	H	C
Agricultural Uses-Non Animal	H	P	Water Treatment Facility	H	C
Agritourism / Agritainment (i.e. corn mazes)	H	P	Wired Communication Services	M	P
Aquaculture	M	P	Business and Personal Services	i	AG
Christmas Tree Farm	H	P	Accessory Use		P
Commercial facilities for the sale, repair, a	H	C	Artisan Crafts	M	C
Commercial Non-Farm Animals	M	P	Bed and Breakfast	L	P
Confined Feeding Operations	H	C	Composting Operation	H	P
Equestrian Center	H	C	Greenfill	M	P
Equine Services	L	P	Historic Adaptive Reuse		P
Feed Lot	H	P	Kennel, including commercial animal breeding	H	C
Feed Mill	L	P	Real Estate Sales office Or Model	L	P
Historic Adaptive Reuse		P	Taxidermist	L	P
Horse Farm	L	P	Temporary Seasonal Activity	M	P
Nursery/greenhouse	H	P	Tourist Home or Cabin	L	P
Orchard	H	P	Veterinary Service (Indoor)	H	C
Pick-your-own operation	H	P	Veterinary Service (Outdoor)	M	C
Roadside farm stand, Permanent	M	P	Retail and Wholesale Trade	i	AG
Roadside farm stand, Temporary	L	P	Accessory Use		P
Stockyard	H	P	Agricultural Sale Barn	H	P
Winery	H	P	Fruit Market	L	P
Accessory Apartments	L	P	Garden Center	H	C
Accessory Dwelling Units	L	P	Historic Adaptive Reuse		P
Accessory Livestock	L	P	Automotive and Transportation	i	AG
Accessory Use		P	Automobile Repair Services, Minor	H	C
Guest House	L	P	Historic Adaptive Reuse		P
Historic Adaptive Reuse		P	Accessory Use		P
Home Based Business	L	P	Camping Facility	H	P
Home Occupation	L	P	Historic Adaptive Reuse		P
Residential Storage Structure	L	P	Park and Recreational Services	H	C
Single Family Dwelling	n/a	P	Private Recreational Facility	H	C
Temporary Dwelling	L	P	Recreational Vehicle (RV) Park	H	C
Two Family Dwelling	n/a	P	Manufacturing, Mining	i	AG
Public and Semipublic	i	AG	Accessory Use		P
Accessory Use		P	Historic Adaptive Reuse		P
Cemetery	H	P	Sawmill	H	C
Governmental Facility	H	P	Wood Products	M	C
Historic Adaptive Reuse		P			

EXHIBIT FOUR: Use Permitted in the GB Zone

USES	INTENSITY	ZONE
Agricultural Uses	i	GB
Historic Adaptive Reuse		P
Boarding House	L	P
Historic Adaptive Reuse		P
Public and Semipublic	i	GB
Accessory Use		P
Charitable, Fraternal, or Social	L	P
Community Center	L	P
Daycare Facility	M	P
Funeral Home	M	P
Group Home Class I	L	P
Group Home Class II	L	P
Historic Adaptive Reuse		P
Hospital	H	P
Medical Clinic	L	P
Nursing Home	L	P
Religious Facilities	H	P
Remote Garbage/Rubbish Removal	H	P
Retirement Center	L	P
Telephone and Telegraph Services	L	P
Temporary Care Facility	L	P
Utility Service Facility	M	P
Water Treatment Facility	H	P
Business and Personal Services	i	GB
Accessory Use		P
Air Cargo and Package Service	H	P
Air Craft Charter Service	L	P
Airport Transportation Service	M	P
Appliance Repair	L	P
Barber Service	L	P
Beauty Service	L	P
Caterer	L	P
Coin Operated Cleaning/Laundry	L	P
Convenience Storage	M	P
Copy Service	L	P
Dry Cleaning and Laundry Pickup	L	P
Dry Cleaning and Laundry Service	L	P
Electrical Repair	L	P
Employment Agency	M	P
Equipment Rental	M	P
Estate Services	L	P
Exterminating Service	L	P
Financial Service	M	P
Gunsmith	L	P
Historic Adaptive Reuse		P
Hotel	M	P
Insurance Agency	L	P
Interior Decorating	L	P

USES	INTENSITY	ZONE
Legal Service	L	P
Locksmith	L	P
Massage Studio	M	P
Motel	M	P
Office	L	P
Office Equipment Repair	L	P
Parking Facility	H	P
Pet Services	L	P
Photographic Services	L	P
Real Estate Agency	L	P
Real Estate Sales office Or Model	L	P
Shoe Repair	L	P
Small Engine and Motor Repair	L	P
Tailoring	L	P
Taxidermist	L	P
Temporary Seasonal Activity	M	P
Travel Agency	L	P
Upholstery Service	L	P
Veterinary Service (Indoor)	H	P
Retail and Wholesale Trade	i	GB
Accessory Use		P
Agricultural Supply	H	P
Apparel Shop	L	P
Appliance Sales	L	P
Auction House	H	P
Bakery (Retail)	L	P
Bookstore	L	P
Building Materials	H	P
Cabinet Sales	L	P
Camera and Photographic Supply	L	P
Confectionery	L	P
Convenience Store	H	P
Department Store	M	P
Drapery Sales	L	P
Drugstore	M	P
Fertilizer Sales (Packaged)	M	P
Florist (Retail)	L	P
Florist (Wholesale)	N	P
Fruit Market	L	P
Furniture Sales	L	P
Garden Center	H	P
General Flooring Sales	L	P
Gift Shop	L	P
Grocery Store	M	P
Gunshop	M	CU
Handicrafts	L	P
Hardware	M	P
Historic Adaptive Reuse		P

USES	INTENSITY	ZONE
Home Improvement Center	H	P
Jewelry	L	P
Liquor Store	M	P
Marine Supply	L	P
Manufactured Housing Sales	M	P
Meat Market	L	P
Music Store	L	P
Office Showroom	M	P
Office Supplies	M	P
Optical Goods	L	P
Pet shop	L	P
Restaurant	M	P
Restaurant (Drive-in)	H	P
Sporting Goods	L	P
Tavern	L	P
Used Merchandise (Antiques)	L	P
Used Merchandise (Flea Market)	H	P
Used Merchandise (General)	L	P
Automotive and Transportation	i	GB
Accessory Use		P
Automotive Rentals	M	P
Automotive/Boat Repair Shop	H	P
Automotive Sales	H	P
Automotive Supply	M	P
Automotive Tire Repair	M	P
Bus Terminal	H	P
Car Wash	L	P
Gasoline Services Station	H	P
Historic Adaptive Reuse		P
Motorcycle Sales	L	P
Taxicab Stand	M	P
Wrecker Service	M	P
Accessory Use		P
Club or Lodge	L	P
Historic Adaptive Reuse		P
Indoor Theater	M	P
Outdoor Drive-In Theater	H	P
Park and Recreational Services	H	P
Private Recreational Facility	H	P
Rodeo	H	P
Manufacturing, Mining	i	GB
Accessory Use		P
Commercial Printing	H	P
Construction Trailer	L	P
General Contractor	M	P
Historic Adaptive Reuse		P
Adult Oriented Businesses	L/M	P
Multi-Use	i	GB
Business or Industrial Center	H	P
Commercial/Industrial Adaptive Reuse		P
Shopping Center		P

EXHIBIT FIVE: Comparison of Design Standards for AG/RR and GB

Table 4-1 Height, Bulk, Area, and Density Requirements for Zoning Districts																	
Requirement	AG	FR	CR	ER	SR	LR	MR	HR	UR	LB	GB	PB	LI	HI	IP	ME	REC
Gross Density	0.40 (J)	0.20	0.40	1.00	1.00	3.00	4.80	7.30	7.30	—	—	—	—	—	—	—	—
Minimum Lot Area (acres)	2.5 (I)	5.0 (I)	2.5 (E)(I)	1.0	1.0 (F)	0.34	0.21	0.14	0.14	—	—	—	—	—	—	—	—
Minimum Lot Width at Building Line	200	200	200	100	50	75	60	50	50	50	50	50	60	100	100	200	200
Minimum Required Setbacks (feet)																	
Yard Fronting on any Street																	
Local	25 (H)	25 (H)	25 (H)	25	25	25	25	25	25	25	25	25	35	35	35	35	25
Minor Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	25	25	25	35	35	35	35	25
Major Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Minor Arterial	50 (H)	50 (H)	50 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Principal Arterial	60 (H)	60 (H)	60 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Side Yards	50 (A)	50 (A)	15	15	5	10	5	5	10	6	6	6	3	3	3	50	50
Rear Yard	50 (B)	50 (B)	35	35	10	25	10	10	10	0	0	0	10 (D)	10 (D)	10 (D)	50	50
Maximum Lot Coverage (AG/RR, CR, FR- Sq. Ft.) Minimum Open Space Area (All Other Zones - percent)	15,000 Square Feet (G)	15,000 Square Feet (G)	15,000 Square Feet (G)	40	40	40	40	40	40	15	20	15	20	20	20	—	20
Maximum Height (feet)	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	35	35	35	35	35	45	35	45	35	50	60	35	—	45
Maximum Floor Area Ratio	—	—	—	—	—	—	—	—	—	0.25	0.30	0.25	0.4	0.4	0.4	—	0.30

EXHIBIT SIX: Use Determination form

1/6/22, 9:07 AM



Monroe County Plan Commission and office of the Monroe County Board of Zoning Appeals
 Monroe County Government Center
 501 N. Morton St., Suite 224
 Bloomington, IN 47404
 Telephone: (812) 349-2560 / Fax: (812) 349-2967
<https://www.co.monroe.in.us/department/?structureid=13>

USE DETERMINATION

NOTE: Any expansion or change from the description provided to staff using this form may change the use determination

*****THIS IS NOT A PERMIT*****

Use Determination:	Office
Zoning of the Property:	Agriculture/Rural Reserve (AG/RR)
Current Use of the Property:	Residential
Owner Name:	Hinkle, Susan Wadene & Hinkle, Steven William
Considered a Change of Use:	Yes
Ordinance Reference:	802
Township and Section:	Richland // 011
Zoning/ Floodplain:	Agriculture/Rural Reserve (AG/RR) / No Floodway
ECO:	N/A
Property Setbacks:	For the GB zone: Front = 35', Side = 6', Rear = 0'
Address / Parcel #:	4833 W Arlington RD Bloomington IN 47404-1139 / 53-04-24-101-014.000-011
Constraints/Notes:	<p>Applicant: Dawn Gray Email Address: dawn@springpointarchitects.com Phone Number: 812-219-1271 Address: 213 S Rogers suite 5, Bloomington, IN 47408</p> <p>Described use:</p> <p>Submitted Land Use Information</p> <p>Business title or Owner Name Lindeman and Associates, Psychology Services</p> <p>Size of operation in total square feet or acres * 5,000 sf office building</p> <p>Number of Employees (on-site, both full and part-time) * 12</p> <p>Number of Vehicles (used in operation of business) * 22</p> <p>Hours of Operation * 9-6 M-F, 9-12 Saturday</p> <p>Use, Manufacture, or generation of any hazardous materials and/or waste: * n/a</p> <p>Detailed description of land use(s) * This project would include a 5,000 office building for the professional offices of Lindeman and Associates, psychological services. New parking for the business would be included. A second, future phase may include a additional 5,000 office building with additional parking.</p> <p>Is the property/properties on sewer? * No</p> <p>Use Determination</p> <p>The use described would be an "Office".</p> <p>The Monroe County Zoning Ordinance defines Office as follows: <i>Office. An establishment primarily engaged in providing professional, financial, administrative, clerical and other similar services.</i></p> <p style="text-align: center;">Chapter 802/Page 17</p> <p>Office is a permitted use in the Limited Business (LB), General Business and Light Industrial (LI) Zoning Districts.</p>

1/8/22, 9:07 AM

Office is not a permitted use in the Agricultural/Rural Reserve District.

A Zoning Map amendment to one of the following zoning districts would be required:

Limited Business (LB), General Business and Light Industrial (LI) Zoning Districts.

A copy of the zoning map has been uploaded to this file.

Notes:

This parcel is adjacent to the Riley SIP Properties LLC which is zoned General Business (GB).

The Milestone parcels to the east are also zoned General Business (GB).

Connection to sanitary sewer would likely be required. There may be an issue with water pressure along Arlington Street.

Reviewed by:	Rebecca Payne
Any determination is subject to an appeal per Chapter 821:	https://www.co.monroe.in.us/egov/documents/59990883_fa90_b436_69cd_a52adf7a9902.pdf

USE-21-86

This is an e-permit. To learn more, scan this barcode or visit monroecounty.in.viewpointcloud.com/#records/6642

EXHIBIT SEVEN: Historic Preservation Inspection Report

Monroe Co. Historic Preservation Review Board

February 13, 2022

TO: Monroe Co. Plan Commission, Tammy Behrman

CASE NUMBER: REZ-21-8

REQUEST: Rezone Request from AG/RR to GB

PETITIONER: Lindeman & Associates Psychological Services/ Springpoint Architects, PC

PROPERTY: King & Stanger Baby Farm PT, 4833 W. Arlington Road

REPORT:

At its regular meeting of January 24, 2022, the Monroe Co. Historic Preservation Review Board received a request from Plan Commission senior planner, Tammy Behrman, to review the above listed property to ascertain possible historic significance. The property was not listed either in SHAARD or the Monroe Co. Interim Report, although it is the opinion of the Review Board that due to the historic character of the site, it should have been recognized for its historic significance.

The buildings of historic interest on the site include a bungalow, a chicken house, a single room building on stone piers, and a barn. Also located on the site are a non-contributing prefabricated utility shed, and a concrete slab in poor condition that may have been the site of a building that is no longer extant. The petition dates the bungalow to 1930, and the single room building, the chicken house (lean-to shed), and the barn to 1899. No documentation for these dates is provided. A detached garage is listed in the petition, but none exists on the site. This was likely a mistaken reference to the single room building.

Review Board members Duncan Campbell and Devin Blankenship reviewed the property and its buildings on February 12, 2022, accompanied by Steve Wyatt, the director of Bloomington Restorations, Inc. What follows represents their consensus regarding the historic significance and architectural integrity of the buildings on the site.

BUNGALOW: This house is in near original condition and may well date to the 1910's or 1920's. The painted clapboard siding is original, as are the mission-style windows and doors, the brick porch, and general floor plan. There is a one-room addition on the west façade that accurately matches the details of the rest of the house, with the exception of the foundation materials. This addition is old enough to be considered an historic element, and could easily date to the 1930's or 1940's. The original and generally excellent condition of the structure indicates a high degree of integrity.

CHICKEN SHED: This structure is referred to as a "lean-to" in the petition, but it was clearly constructed to house chickens as part of the original farm arrangement. This building is in fair to good condition and retains a high degree of architectural

integrity for a structure of its date and kind. It retains its original horizontal wood siding and original windows. It is estimated to date to 1930 in the petition, a date that is entirely plausible, but it was likely built around the same time as the house and barn.

SINGLE ROOM BUILDING: This building is standing on poorly constructed limestone piers and has been over-sheathed with metal sheeting that imitates the appearance of bricks on three sides, and split-faced stone on the front elevation. There is a single door porch at the entry. The fixed windows are not original, and a door on the rear façade has been sheathed over. This building could easily date to the early 20th or late 19th century, and has the configuration of a one-room schoolhouse, although because we could not enter the building, our investigation was restricted to the exterior. It appears to have been more recently used as a residence. Due to its location on an uneven slope and the precarious appearance of the piers, this building may well have been moved to the site, or moved from another location on this site. Original siding may reside beneath the metal sheeting, but the windows and door have been changed from the original. For these reasons the integrity of this building is considered fair, although the metal sheeting dates to the 1930's or 1940's and has historic significance in its own right.

BARN: The barn is slightly banked into the slope and sits atop a poured concrete foundation that could have been added or improved at a later date. Three sides of the barn are sided with vertical tongue and groove pine siding, and the fourth side is sided with board and batten rough saw lumber. Both are found on early 20th century barns in Indiana, and it is possible that the barn could date to the last decades of the 19th century. Investigation was restricted to the exterior, so the framework could not be inspected for telltales of the barn's age, but it is likely that the farmstead was developed a piece and the buildings all originate to the early decades of the 20th century. The barn is in very good condition, has good architectural integrity, and is typical of multi-purpose barns used for small farm operations.

The overall site of the King-Stanger Baby Farm and its residence along with the arrangement of its agricultural support buildings—the chicken shed and barn—tell the story of a small farm configuration. For this reason, the ensemble of buildings represents small farm operations common to early 20th century Indiana. The general integrity and original placement of the buildings enhances the historic significance of the site.

The single room building is an anomaly in this arrangement, due to its awkward placement in the ensemble as well as its uncertain purpose or use, even though it very likely dates to the same period as the other buildings. However, if it was a one-room schoolhouse it may have historic importance apart from the farmstead. An inspection of its interior would assist in determining this buildings' historic potential.

If this site is redeveloped, and the house is to be demolished, it would be preferable to try to move it to another site. In order to determine the feasibility of such a move, it would be necessary to inspect the interior of the house. If it is intact and in good condition, according to Bloomington Restorations, Inc., it would be more economically feasible to move the house than if it requires a complete interior rehabilitation.

Respectfully submitted,

Duncan Campbell
Monroe Co. Historic Preservation Board of Review



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 request is to amend the Monroe County Zoning Map to add the Historic Preservation Overlay to a 1080 SF barn on two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011).

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Susan Hinkle
Dawn Gray w/ SpringPoint Architects"/>	<input type="text"/>

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

Attorney who reviewed:

ORDINANCE NO. 2022-15

Hinkle Historic Preservation Overlay

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Map is amended to add the Historic Preservation Overlay to the 1080 SF barn on two (2) parcels totaling 8.6 +/- acre in Section 24 of Richland Township at 4833 W Arlington RD (parcels #: 53-04-24-101-031.000-011; 53-04-24-101-014.000-011).

SECTION II.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 25th day of May, 2022.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

Attest:
Catherine Smith, Monroe County Auditor

OFFICE OF
MONROE COUNTY PLAN COMMISSION
501 N Morton Street, Suite 224
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jackie N. Jelen, hereby certify that during its meeting on April 19, 2022 the Monroe County Plan Commission considered Petition No. REZ-21-8b for a Zoning Map Amendment (Ordinance No. 2022-15) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 6-0.

This proposed amendment is being forwarded for your consideration pursuant to J.C. 36-7-4-605(a).



Jackie N. Jelen
Planning Director

4/29/2022
Date

PLANNER	Tammy Behrman
CASE NUMBER	REZ-21-8a
	REZ-21-8b
PETITIONER	Lindeman & Associates Psychological Services c/o Springpoint Architects, PC
OWNER	Hinkle, Susan Wadene & Hinkle, Steven W
ADDRESS	4833 W Arlington RD:
REQUEST	Rezone Request from AG/RR to GB Rezone Request to add HP Overlay to 1080 sf barn Waiver of Final Hearing Requested
ACRES	8.6 +/- acres
ZONE	AG/RR
TOWNSHIP	Richland Township
SECTION	24
PLATS	KING & STANGER BABY FARM PT; Lot 5 & Lot 6
COMP PLAN DESIGNATION	MCUA Mixed Use

EXHIBITS

1. Petitioner Letter
2. Petitioner Site Plan
3. AG/RR Use Table
4. GB Use Table
5. Comparison of Design Standards
6. Use Determination USE-21-86
7. **Historic Preservation Inspection Report**

RECOMMENDATION**Request to Rezone AG/RR to GB**

Staff recommends a **favorable recommendation** of the Rezone to the Commissioners of based on findings of fact and subject to the Monroe County Highway and MS4 Coordinator Reports with the following condition(s):

1. Petitioner to enter into a written commitment to preserve trees west of the large barn as part of the site plan approval process.
2. **The 1080 sf barn is to be locally designated through the Historic Preservation Board of Review.**
3. **Petitioner enter into a written commitment to agree to an inspection of the existing residence for historical significance and potential ability to be relocated prior to any a commercial permit issuance.**

Request to Rezone to add HP Overlay to 1080 sf barn

Staff recommends a **favorable recommendation** of the Rezone to add the HP Overlay to 1080 SF barn to the Commissioners of based on findings of fact and subject to the Monroe County Highway and MS4 Coordinator Reports.

Plan Review Committee – January 13, 2022 - Meeting canceled due to quorum issues.**Monroe County Historic Preservation Board of Review – January 24, 2022**

Eight members voted to allow an inspection of the structures on the property to determine if there is historical significance. A formal condition may be recommended after the site inspection in time for the Preliminary Hearing if warranted.

Plan Review Committee – February 10, 2022 – On the agenda. Update to be presented.

Five members attended. Two different motions were made to support the petition but failed to have a majority vote. A consensus was made to forward comments only. There were concerns regarding the Historic Preservation input and impacts on design. Several members were in support of the proposed GB zone and agreed that it fit with the Comprehensive Plan.

Plan Commission Regular Meeting – February 15, 2022 (Preliminary Hearing)

Eight members were in attendance. No motion was made at the January 24, 2022 [meeting](#). This petition was continued to the March 22, 2022 meeting. Members were interested in hearing from the Historic Preservation Board. Ms. Hinkle spoke that she was in support of the rezone and really want to see the property go to Lindeman & Associates Psychological Services to serve children and work with the adjacent Bloomington Children’s Hospital. There was a discussion regarding ‘dark sky’ compliant lighting. Staff explained that new commercial site plans are already required to comply with downward facing lighting and submitting a photometric plan.

Monroe County Historic Preservation Board of Review – February 21, 2022

There were seven members in attendance and heard Ms. Hinkle’s historic account of the property (see below). She expanded on the knowledge of the property and made corrections to the inspection report where assumptions were made. The members voted unanimously to make to two recommended conditions to the Plan Commission for consideration.

Hinkle: Nice to meet you all. I wanted to make myself available to help fill in some gaps. My grandparents bought this property in 1953 and Granny lived to be 102 and I spent a lot of time here. My grandfather was a County Commissioner and was flying back for a vote but died at the airport. I never met him so really it was my Granny who managed the property. My brother and I inherited it. There used to be a two bay garage but over the years it just rotted so it was removed. In 2006 I added the shed at the end of the garage. The concrete slab in 1965 was there but never had a building since then because I used to play on it as a child. The bungalow, there have been two rooms added over the years. A bedroom built over a crawlspace to the west and the back where a laundry room was also added on so those are not original. The east side of the house there were three windows and we removed one for remodeling the bathroom. The fireplace is damaged and expensive to repair (two quotes) and cost prohibitive. Closet has calcification, water issues sometimes too. Not sure what your definition of near original condition is but wanted you to know that about the house. The chicken shed was indeed a chicken shed. Do not know when chickens were actually in it. My parents put the one room shed there after 1953 for storage and we played in it as kids. It was not a one-room school house as suggested in the report. One room schoolhouse comment: Martha Street was a friend of ours and went around and interviewed people who had attended Monroe County one-room schoolhouses. I wanted to make sure you knew about this book. Granny went to one on S Leonard Springs. There was a pond they skated on at lunchtime. [In response to a question of the one room shed] Yes, it was my father’s and he just moved it out here. The barn, it had stalls and for 8 years we had two ponies and main floor is 2/3 the rest of way west and stair way went to 4th floor and almost like a split level. I have not been in it for like 10 years but I hear the doctors/purchasers want to keep it when they acquire the property. The pond is about a quarter of the size it used to be. When they upgraded Arlington Road it cut off some of the drainage. The right of way was acquired and reduced the property from 10 acres down to 8.6 acres. I made a comment with the Plan Commission last week, the nice thing that is full circle for our family. We have never viewed it as a farm. We did have a sister that had cancer and was a Riley kid and we were pleased that the property next to us, Mrs. T’s [Terpenning] place sold to Riley Hospital and when we found out this buyer had a connection to help those kids with cancer go through that process. It is a sweet house but I also have an affection for the doctors who will be using this property. [In response to a timeline question] I am under the opinion that Lindeman and Associates do not want to renew a lease again. They would like to close by the end of April and then I have two months to empty out the outbuildings and house by June. I believe that on our agreed sale it makes me think the house would be something to negotiate with the buyers and coordinate with them. Depends on the condition of the house of course.

Plan Commission Regular Meeting – March 22, 2022 (Final Hearing)

SUMMARY

The petition site is two parcels totaling 8.6 acres located at 4833 W Arlington RD. The petitioner is proposing to amend the Zoning Map from Agriculture / Rural Reserve (AG/RR) zoning to General Business (GB) zoning to accommodate an office use as determined under Use Determination USE-21-86 (Exhibit 6). The site is within the Rural Community Zoning Overlay (RCZO) dictated by Chapter 835. The Office Use would be permitted under this ordinance if additional design standards are met. The petitioner is not interested in building a two story structure. Additionally, from past experience with the Fire Marshall it is unlikely that there is enough water pressure in the area to service a sprinkler system for a two story building. If the rezone request is approved by the County Commissioners a site plan would be required to review compliance with the bioretention, parking and landscaping standards. Staff is interested in a review of the accessory structures for historic relevance and possible preservation as well as tree preservation on the site when possible.

BACKGROUND

The Zoning Map amendment would be from AG/RR to GB. Per Chapter 802 of the Monroe County Zoning Ordinance:

Agriculture/Rural Reserve (AG/RR) District. *The character of the Agriculture/Rural Reserve (AG/RR) District is defined as that which is primarily intended for agriculture uses including, but not limited to, row crop or livestock production, forages, pasture, forestry, single family residential uses associated with agriculture uses and limited, very low density, rural non-farm related single family uses and not in (major) subdivisions. Its purposes are to encourage the continuation of agriculture uses, along with the associated single family residential uses, to discourage the development of residential subdivisions and non-farm-related nonresidential uses, to protect the environmentally sensitive areas, such as floodplain and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the AG/RR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the agriculture-related uses. The development of new non-farm residential activities proximate to known mineral resource deposits or extraction operations may be buffered by increased setback distance.*

General Business (GB) District. *The character of the General Business (GB) District is defined as that which is primarily intended to meet the needs for heavy retail business uses. General business uses should be placed into cohesive groupings rather than on individual properties along highways in order to take advantage of major thoroughfares for traffic dissemination. Access control should be emphasized. The purposes of the GB District are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross access in order to allow traffic from one business to have access to another without having to enter the highway; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.*

LOCATION MAP

The parcel is located at 4833 W Arlington RD,
Section 24 Richland Township. The Parcel
Numbers are 53-04-24-101-031.000-011; 53-04-
24-101-014.000-011



ZONING

The parcel is zoned Agriculture / Rural Reserve (AG/RR). Adjacent zoning is General Business to the east and west PUD is to the south and Medium Density is to the north. There is other GB zoned lots in the vicinity of the petition site in addition to Limited Business (LB) and Light Industrial (LI).

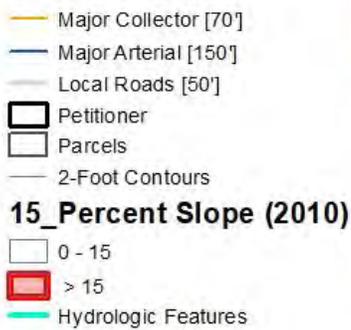
The use of the property is residential. Surrounding uses are Business to the east and west. Residential is to the south and north.



SITE CONDITIONS & INFRASTRUCTURE

This petition site is made up of two parcels totaling 8.6 +/- acres. The site contains a residence built in 1930's, two sheds, a detached garage and a barn ca. early 1900's. The structures do not appear on the Indiana State Historic Architectural and Archaeological Research Database. Access to the site is through W Arlington RD, a major collector with 5' sidewalks in the right of way. The southern property line is bordered by W State Road 46, a minor arterial, but there is no direct access to this road. There is no regulated Floodplains on the lot and the site is not within the critical watershed. There is no evidence of a karst features. The petition site drains south and there is a pond/wetland within the drainage ravine. The site has access to sewer thru Eastern Richland Sewer Corporation and water via Ellettsville Utilities. There are slopes over 15 percent on site. Note that the site to the east and west of the petition site have been developed commercially.

Slope Map



Monroe County
 Planning Department
 Source: Monroe County GIS
 Date: 1/6/2022

UTILITY CAPACITY

Eastern Richland Sewer Corporation has territorial authority and capacity to collect wastewater and Ellettsville Utilities provided a capacity letter for water availability.

MS4 Drainage Review

“No stormwater comments related to the rezone.

- Detention and water quality treatment will be required for this project. Release rates will be 0.9 cfs/acre for Q100 and 0.5 cfs/acre for Q10.
- No apparent karst/sinkhole concerns at this time.
- Construction Stormwater General Permit (formerly Rule 5) coverage will be required for disturbance greater than 1 acre.
- There appears to be an existing farm pond on the property, south of the proposed development.
- Additional stormwater and drainage comments will be provided with submittal of a detailed site plan.”

Highway Department Review

“Storm water runoff should be collected before running off of the driveway and into the street. The Highway Department would prefer that the driveway slope away from Arlington Road but if this is not possible, inlets should be used to collect the storm water.”

SITE PHOTOS



Figure 1. Facing west along W Arlington RD.



Figure 2. Facing east: view of Arlington RD.



Figure 3. Existing residence.



Figure 4. Facing southeast: view of two sheds near the circle driveway



Figure 5. Facing south: view of an old storage structure.



Figure 6. View of the old storage structure and the barn ca. 1930.



Figure 7. Facing west: view of the Riley IU Health facility.



Figure 8. Facing south: view of the pond / wetland within the woods.



4. Figure 9. Facing north: view of the residence, shed and storage structure.



Figure 10. Large oak trees located south and west of the barn. Staff recommends preservation if possible.

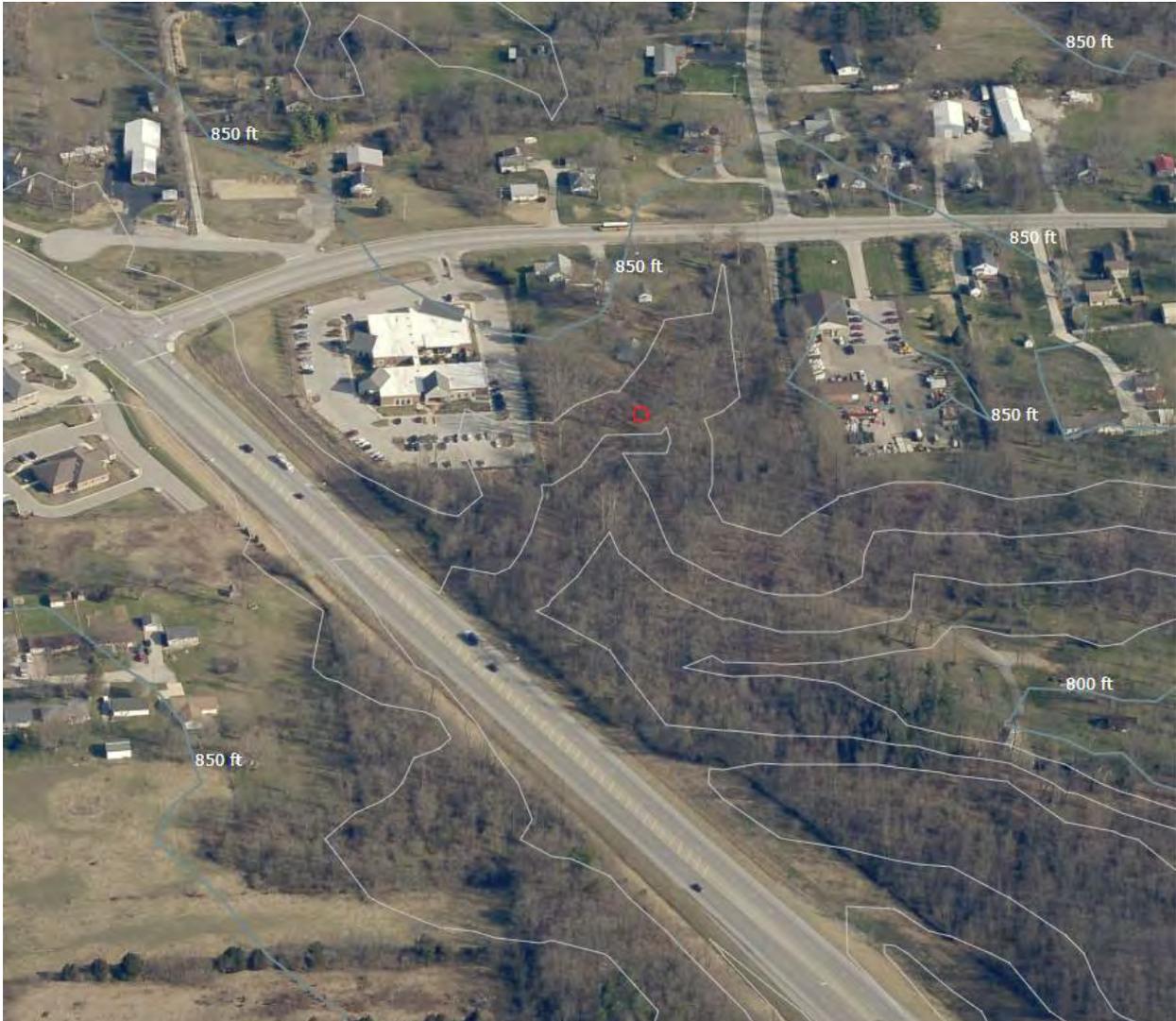


Figure 11. Aerial view facing north of petitions site and the surrounding area ca. April 2020.



Figure 12. Aerial view facing north ca. April 2020.



Figure 13. Aerial view facing south of petitions site and the surrounding area ca. April 2020. Green circle is oak grove recommended for preservation.

COMPREHENSIVE PLAN DESIGNATION

The petition site encompasses two different comprehensive plan designations; Mixed-use and Suburban Residential.

The proposed use of Office (USE-21-68 Use Determination) is consistent with the MCUA Mixed Use district. Listed below are the design standards for the MCUA Mixed Use district. Points that are alignment with the proposed rezone to General Business are highlighted in green. Points that differ from the MCUA districts are highlighted in grey

Mixed-Use

Mixed-use districts are the densest, most pedestrian-oriented development types in the urbanizing area.

This land use type will vary in terms of form, scale, character, and the specific mix of uses, depending on location, access considerations and existing development context.

Uses may be integrated vertically within buildings, such as residential or office over ground-floor retail, or horizontally among single-use buildings that are closely coordinated with one another. Mixed-use areas may take the form of linear corridors along major roadways, large districts that serve as regional destinations for commerce, dining and entertainment, or small nodes at crossroads that serve nearby residential neighborhoods or employment areas. Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.

Most areas designated as mixed-Use on the land Use map are in locations with existing suburban-style development. These locations offer opportunities for reinvestment, infill, redevelopment, and transformation into more walkable centers of activity within the Urbanizing Area. Examples include the Third Street corridor, the Tapp Road/Sr-45/Curry Pike Area, and key intersections along the South Walnut Street corridor.

A. Transportation

Streets

Developments should be designed to create a system of interconnected streets and blocks. ideally, new streets should be platted as public rights-of- way through the subdivision process; however, private streets may also be acceptable, provided that they are designed and maintained to public street standards and are made publicly accessible through dedicated easements.

Bike, Pedestrian, and Transit Modes

Mixed-use streets should incorporate the full suite of complete street and “green” street design techniques. Streets should safely accommodate pedestrian and bicycle travel, as appropriate to the larger context of the transportation system and the surrounding scale and character of development. Wider sidewalks or an enhanced buffer along the street will provide a safer environment for pedestrians while allowing greater access to businesses in mixed-use areas. Streets should not be designed with a “one-size fits all” approach. Local streets may accommodate cyclists through an overall design that discourages high travel speeds by motorists, such as the use of narrower travel lanes (10 to 11 feet), on-street parking, and smaller curb radii at intersections (15 to 25 feet). These streets may simply require pavement markings or signage indicating that cyclists may use the travel lane. On the other hand, multi-lane roads should provide enhanced bicycle infrastructure, such as on-street bicycle lanes, cycletrack facilities, or

off-street shared use paths, with special attention to transitions between different facility types. As the most likely to support transit service in the future, mixed-use streets should be designed to accommodate potential transit expansion.

B. Utilities

Sewer and Water

Most areas designated for mixed-use development in the land Use Plan are already served by sewer and water infrastructure. **All new developments should conduct water and sewer capacity analyses and contribute to system upgrades if necessary.** Major sewer line extensions or upgrades, should be coordinated with other roadway or streetscape improvements where possible to minimize traffic disruption and improve cost efficiency of capital improvements. A major advantage to mixed-use development is that it reduces the peak usage in the area due to the diversity of building uses.

Power

Overhead utility lines should be buried in mixed-use areas to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications

Communications needs will vary within mixed-use developments, but upgrades to infrastructure should be a key consideration for future development sites. The county should create a standard for development of communications corridors to supplement and complement University research and development and the existing information technology sector.

C. Open Space

Park Types

Small-scale parks and open spaces should be integrated into new developments and streetscapes. Mixed-use districts may have a variety of park types, from small plazas and pocket parks along public sidewalks, to moderately-sized greens, squares, and neighborhood parks. Greenway connections should be provided wherever possible.

Urban Agriculture

Encourage the creation of community gardens and small scale urban agricultural systems, integrated with parks and open spaces. These may serve and be operated by residents, employees and businesses within a mixed-use neighborhood. Examples include restaurants with on-site gardens, or apartments and office buildings with common garden space. Attention should be paid to location and maintenance to ensure garden spaces remain well-kempt and attractive throughout the year.

D. Public Realm Enhancements

Lighting

Lighting needs will vary by street type and width but safety, visibility and security are important. Two-lane streets should provide lamp posts at a pedestrian scale (16 to 18 feet in height). Wider streets will require taller fixtures (up to 30 feet).

Street/Site Furnishings

Successful mixed-use streets require a vibrant, pedestrian-oriented public realm with an emphasis on amenities and aesthetics. Streets should have planters, benches, information kiosks, and public bicycle parking racks. These elements may occur within the public right-of-way, or on private development sites, if located at the front of the lot between the building and right-of-way, oriented toward the sidewalk, and available for public use.

E. Development Guidelines

Open Space

The amount and type of open space appropriate for mixed-use areas will vary by the location and scale of individual developments. Large consolidated developments should include prominent open spaces with public street frontage. For residential uses, open space should generally be provided with a target of 200 square feet per dwelling unit. Commercial uses over 25,000 square feet of gross floor area should provide small pocket parks or plazas.

Parking Ratios

Parking requirements will vary depending on the scale and mixture of uses within individual mixed-use areas. Shared parking arrangements should be encouraged to minimize the size of surface parking lots. On-street parking should be permitted to contribute to required parking maximums as a means to reduce surface parking and enliven mixed-use streets with foot traffic.

Site Design

Front setbacks should range from zero to 15 feet, with streetscape plazas and landscape treatments between the sidewalk and building face. Buildings should frame the street, with a high amount of building frontage. Parking should be located to the rear or side of buildings, but not between the building and street. Side-oriented parking should be screened with landscaping and/ or a low street wall. Vehicular curb cuts should be used sparingly, and avoided on major thoroughfares. Access should instead be provided from the side or rear of the site. Mixed-use districts should be designed with compatible mixtures of buildings, but with architectural variety as well.

Building form

The scale, form and character of buildings will vary depending on the specific location and surrounding context of existing development and infrastructure. Mixed-use areas are appropriate locations for more urban-style buildings with flat roof designs, but pitched roofs may also be used. Buildings may range from one to four stories in height, depending on location. Ground floors of mixed-use buildings should have taller floor to ceiling heights (14 to 18 feet) to accommodate retail and dining uses, with high amounts of window transparency (60 to 70 % of the front facade). Building facades should be designed with a clear base, middle, and top. Buildings and tenant spaces should have prominent main entrances on the front facade, accessible from the public sidewalk.

Materials

Mixed-use buildings should have a durable and lasting character, indicative of their ability to be repurposed for various uses over time. This is best achieved through the use of brick and dimensional or cultured stone. Concrete masonry units may be used, but should have texture and color variation if used as a primary building material. Blank walls should be avoided, particularly for facades facing public streets.

Private Signs

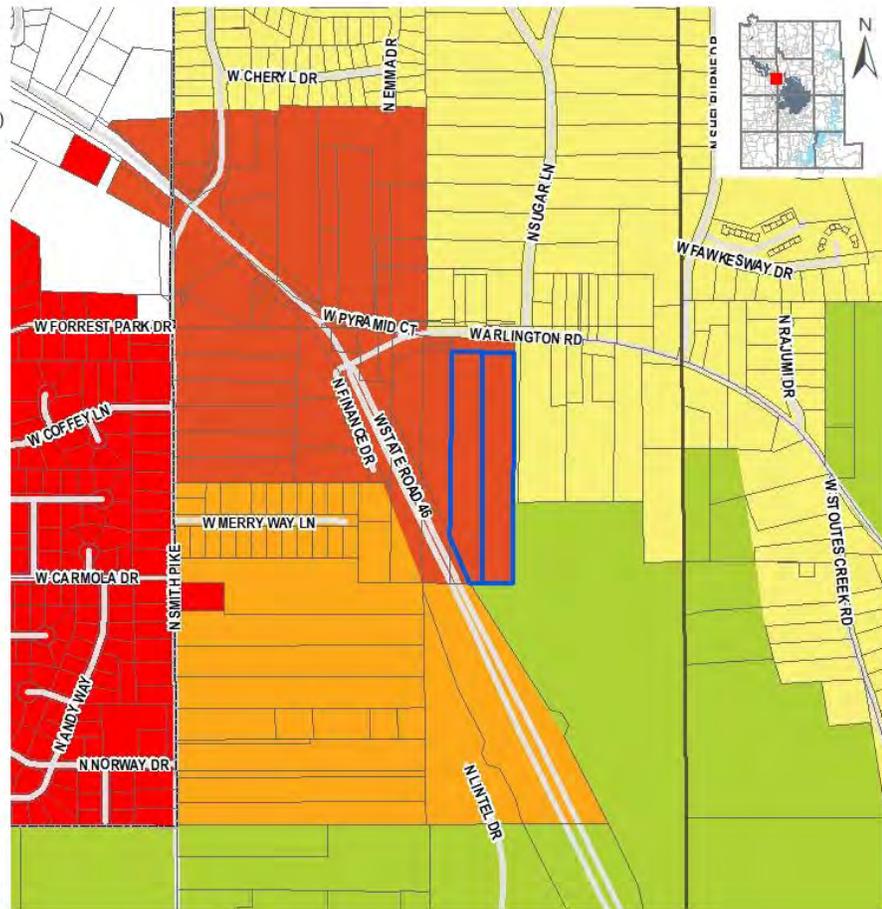
Signs should be sized and designed to effectively communicate to both pedestrian and vehicular traffic without becoming a visual distraction. Wall-mounted and monument signs are appropriate; pole signs and roof-top billboards should be prohibited.

Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
-  Designated Communities
-  MCUA Conservation Residential
-  MCUA Mixed Residential
-  MCUA Mixed Use
-  MCUA Open Space
-  MCUA Suburban Residential
-  Town of Ellettsville

0 0.05 0.1 0.2 Miles

 Monroe County
 Planning Department
 Source: Monroe County GIS
 Date: 1/6/2022



FINDINGS OF FACT - REZONE

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The rezone request is to change the zone for the petition site from Agriculture / Rural Reserve (AG/RR) to General Business (GB)
- The Comprehensive Plan designates the petition site as MCUA Mixed Use;
- According to the Comprehensive Plan, MCUA Mixed Use area “*Mixed-use areas offer the greatest flexibility in terms of land use. Individual parcels of land within a larger mixed-use area may be developed with a single use, so long as the site is designed in a way to integrate with surrounding sites to create a whole that is greater than the sum of parts.*”
- The petition site has the Rural Community Zoning Overlay (RCZO) which is dictated under Chapter 835. The office use would be permitted but there are additional design standards that were not desirable for the petitioner such as a two story building;

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- See Findings under Section A;
- The current use is residential and there is a residence, two sheds, a storage structure and a barn built ca. early 1900’s;
- The rezone request is to change the zoning for the entirety of the site to the General Business (GB) District which is described by the County’s Zoning Ordinance, Chapter 802, as follows:

General Business (GB) District. *The character of the General Business (GB) District is defined as that which is primarily intended to meet the needs for heavy retail business uses. General business uses should be placed into cohesive groupings rather than on individual properties along highways in order to take advantage of major thoroughfares for traffic dissemination. Access control should be emphasized. The purposes of the GB District are: to encourage the development of groups of nonresidential uses that share common highway access and/or provide interior cross access in order to allow traffic from one business to have access to another without having to enter the highway; to discourage single family residential uses; to protect environmentally sensitive areas, such as floodplain, karst and steep slopes; and to maintain the character of the surrounding neighborhood. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the adjacent residential uses.*

- The petition site is currently zoned AG/RR;
- There is one existing residential driveway accessing W Arlington RD (major collector);
- There are 15% slopes (see Slope Map);
- The petition site is not located in a Special Flood Hazard Area;
- There is a pond / wetland on site;
- Karst is not evident from best available data;
- Much of the property is forested;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- See Findings under Section A and Section B;
- The current use of the lot as determined by Use Determination USE-21-68 is residential;
- The proposed use of the lot as determined by Use Determination USE-21-68 is office and is permitted in the GB zone;
- The GB zone currently has 140 permitted uses;
- The adjacent parcels to the east and west are currently zoned GB, and there are surrounding parcels to the north and west also zoned GB;
- There are commercial uses adjacent to the property and in the surrounding area;
- Other commercial zones in the vicinity of the petitioner site are Limited Business, Light Industrial and PUD;
- In 2017 a site plan was approved for a Veterinary Clinic to the north though permits were never pulled;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;

(E) Responsible development and growth.

Findings:

- See Findings under Section A, Section B, and Section C;
- This property is not included in the proposed City of Bloomington annexation;
- The site has access to sewer and water;
- The site is not within a critical watershed;
- Floodplain is not in the vicinity;
- The intersection at W State Road 46 and W Arlington Road was upgraded around 2000 and has a traffic signal;
- The petition site has sidewalks already within the right of way;

EXHIBIT 1: Petitioner Letter



November 29, 2021

Monroe County Department of Planning and Zoning
501 North Morton Street
Bloomington, IN 47404

Re: 4833 W Arlington Road
Lindeman & Associates Psychological Services
Application for Rezone AG/RR to GB

Dear Committee and Plan Commission Members,

This letter is to request a rezone of the 8.6 acre parcel at 4833 West Arlington Road from the current AG/RR (Agricultural/Rural Residential) zoning to GB (General Business).

The proposed project for this site is a 5,000 square foot office building to serve as the primary location for Lindeman & Associates Psychological Services. This business is a professional office that specializes in comprehensive psychological evaluations and counseling for children, adolescents, and adults. An additional 5,000 square foot office building is also being proposed for a future phase.

This use is compatible with the other adjacent General Business properties including Riley Physicians Pediatrics and Milestone Contracting. In addition, this property has been identified as General Business in the draft zoning map being considered by the county.

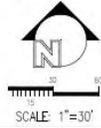
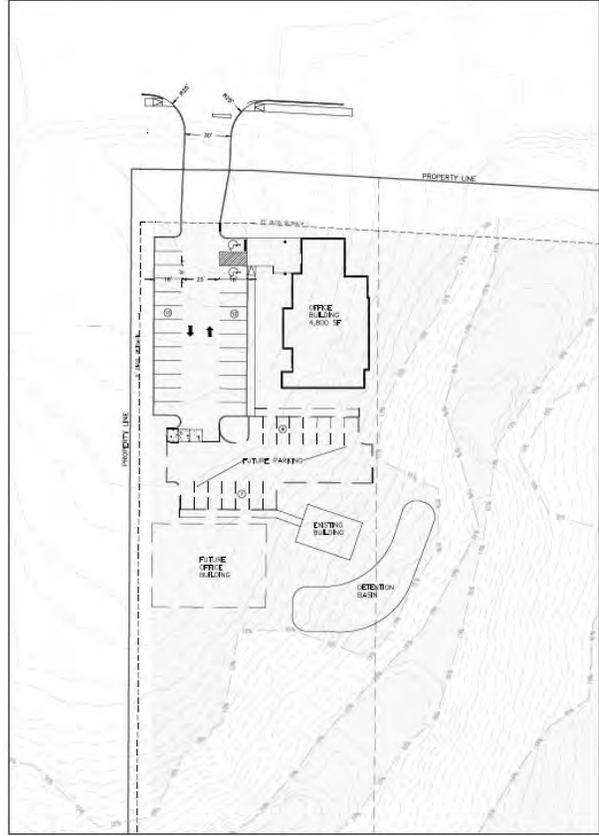
Thank you for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Dawn M. Gray". The signature is written in a cursive, flowing style.

Dawn M. Gray, AIA
Principal Architect
SPRINGPOINT ARCHITECTS, pc

EXHIBIT 2: Petitioner Site Plan



NOTE:
This plan is illustrative in nature. The plan indicates driveway access points
and general parcel boundaries and existing ground features. The plan may be
developed but are not intended to be a final development plan or commitment.



NOT FOR
CONSTRUCTION

XX/XX/20XX

LINDEMAN & ASSOCIATES,
OFFICE BUILDING
BLOOMINGTON, INDIANA

REVISIONS	DATE

DATE	BY	CHKD

6433
SHEET

11/19/2021

CONCEPT
SITE PLAN

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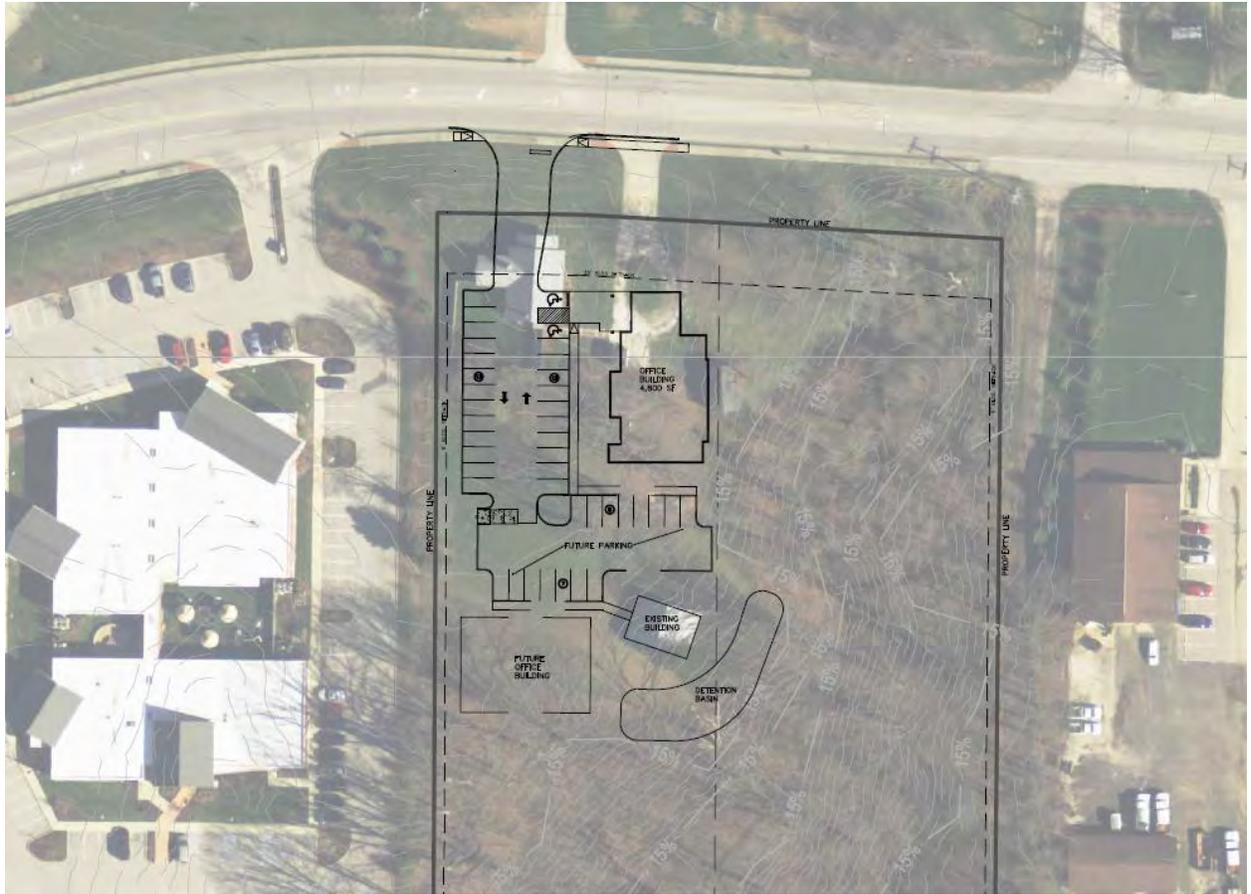


EXHIBIT THREE: Uses permitted in the AG/RR

USES	INTENSITY	ZONES	USES	INTENSITY	ZONES
Agricultural Uses	i	AG	Religious Facilities	H	P
Accessory Use		P	Remote Garbage/Rubbish Removal	H	C
Accessory Structures for Agricultural Use	L	P	Solar Farm	L	C
Agriculture	H	P	Telephone and Telegraph Services	L	P
Agricultural-Related Industry	H	P	Utility Service Facility	M	P
Agricultural Uses-Land Animal	H	P	Wastewater Treatment Facility	H	C
Agricultural Uses-Non Animal	H	P	Water Treatment Facility	H	C
Agritourism / Agritainment (i.e. corn mazes)	H	P	Wired Communication Services	M	P
Aquaculture	M	P	Business and Personal Services	i	AG
Christmas Tree Farm	H	P	Accessory Use		P
Commercial facilities for the sale, repair, a	H	C	Artisan Crafts	M	C
Commercial Non-Farm Animals	M	P	Bed and Breakfast	L	P
Confined Feeding Operations	H	C	Composting Operation	H	P
Equestrian Center	H	C	Greenfill	M	P
Equine Services	L	P	Historic Adaptive Reuse		P
Feed Lot	H	P	Kennel, including commercial animal breeding	H	C
Feed Mill	L	P	Real Estate Sales office Or Model	L	P
Historic Adaptive Reuse		P	Taxidermist	L	P
Horse Farm	L	P	Temporary Seasonal Activity	M	P
Nursery/greenhouse	H	P	Tourist Home or Cabin	L	P
Orchard	H	P	Veterinary Service (Indoor)	H	C
Pick-your-own operation	H	P	Veterinary Service (Outdoor)	M	C
Roadside farm stand, Permanent	M	P	Retail and Wholesale Trade	i	AG
Roadside farm stand, Temporary	L	P	Accessory Use		P
Stockyard	H	P	Agricultural Sale Barn	H	P
Winery	H	P	Fruit Market	L	P
Accessory Apartments	L	P	Garden Center	H	C
Accessory Dwelling Units	L	P	Historic Adaptive Reuse		P
Accessory Livestock	L	P	Automotive and Transportation	i	AG
Accessory Use		P	Automobile Repair Services, Minor	H	C
Guest House	L	P	Historic Adaptive Reuse		P
Historic Adaptive Reuse		P	Accessory Use		P
Home Based Business	L	P	Camping Facility	H	P
Home Occupation	L	P	Historic Adaptive Reuse		P
Residential Storage Structure	L	P	Park and Recreational Services	H	C
Single Family Dwelling	n/a	P	Private Recreational Facility	H	C
Temporary Dwelling	L	P	Recreational Vehicle (RV) Park	H	C
Two Family Dwelling	n/a	P	Manufacturing, Mining	i	AG
Public and Semipublic	i	AG	Accessory Use		P
Accessory Use		P	Historic Adaptive Reuse		P
Cemetery	H	P	Sawmill	H	C
Governmental Facility	H	P	Wood Products	M	C
Historic Adaptive Reuse		P			

EXHIBIT FOUR: Use Permitted in the GB Zone

USES	INTENSITY	ZONE
Agricultural Uses	i	GB
Historic Adaptive Reuse		P
Boarding House	L	P
Historic Adaptive Reuse		P
Public and Semipublic	i	GB
Accessory Use		P
Charitable, Fraternal, or Social	L	P
Community Center	L	P
Daycare Facility	M	P
Funeral Home	M	P
Group Home Class I	L	P
Group Home Class II	L	P
Historic Adaptive Reuse		P
Hospital	H	P
Medical Clinic	L	P
Nursing Home	L	P
Religious Facilities	H	P
Remote Garbage/Rubbish Removal	H	P
Retirement Center	L	P
Telephone and Telegraph Services	L	P
Temporary Care Facility	L	P
Utility Service Facility	M	P
Water Treatment Facility	H	P
Business and Personal Services	i	GB
Accessory Use		P
Air Cargo and Package Service	H	P
Air Craft Charter Service	L	P
Airport Transportation Service	M	P
Appliance Repair	L	P
Barber Service	L	P
Beauty Service	L	P
Caterer	L	P
Coin Operated Cleaning/Laundry	L	P
Convenience Storage	M	P
Copy Service	L	P
Dry Cleaning and Laundry Pickup	L	P
Dry Cleaning and Laundry Service	L	P
Electrical Repair	L	P
Employment Agency	M	P
Equipment Rental	M	P
Estate Services	L	P
Exterminating Service	L	P
Financial Service	M	P
Gunsmith	L	P
Historic Adaptive Reuse		P
Hotel	M	P
Insurance Agency	L	P
Interior Decorating	L	P

USES	INTENSITY	ZONE
Legal Service	L	P
Locksmith	L	P
Massage Studio	M	P
Motel	M	P
Office	L	P
Office Equipment Repair	L	P
Parking Facility	H	P
Pet Services	L	P
Photographic Services	L	P
Real Estate Agency	L	P
Real Estate Sales office Or Model	L	P
Shoe Repair	L	P
Small Engine and Motor Repair	L	P
Tailoring	L	P
Taxidermist	L	P
Temporary Seasonal Activity	M	P
Travel Agency	L	P
Upholstery Service	L	P
Veterinary Service (Indoor)	H	P
Retail and Wholesale Trade	i	GB
Accessory Use		P
Agricultural Supply	H	P
Apparel Shop	L	P
Appliance Sales	L	P
Auction House	H	P
Bakery (Retail)	L	P
Bookstore	L	P
Building Materials	H	P
Cabinet Sales	L	P
Camera and Photographic Supply	L	P
Confectionery	L	P
Convenience Store	H	P
Department Store	M	P
Drapery Sales	L	P
Drugstore	M	P
Fertilizer Sales (Packaged)	M	P
Florist (Retail)	L	P
Florist (Wholesale)	N	P
Fruit Market	L	P
Furniture Sales	L	P
Garden Center	H	P
General Flooring Sales	L	P
Gift Shop	L	P
Grocery Store	M	P
Gunshop	M	CU
Handicrafts	L	P
Hardware	M	P
Historic Adaptive Reuse		P

USES	INTENSITY	ZONE
Home Improvement Center	H	P
Jewelry	L	P
Liquor Store	M	P
Marine Supply	L	P
Manufactured Housing Sales	M	P
Meat Market	L	P
Music Store	L	P
Office Showroom	M	P
Office Supplies	M	P
Optical Goods	L	P
Pet shop	L	P
Restaurant	M	P
Restaurant (Drive-in)	H	P
Sporting Goods	L	P
Tavern	L	P
Used Merchandise (Antiques)	L	P
Used Merchandise (Flea Market)	H	P
Used Merchandise (General)	L	P
Automotive and Transportation	i	GB
Accessory Use		P
Automotive Rentals	M	P
Automotive/Boat Repair Shop	H	P
Automotive Sales	H	P
Automotive Supply	M	P
Automotive Tire Repair	M	P
Bus Terminal	H	P
Car Wash	L	P
Gasoline Services Station	H	P
Historic Adaptive Reuse		P
Motorcycle Sales	L	P
Taxicab Stand	M	P
Wrecker Service	M	P
Accessory Use		P
Club or Lodge	L	P
Historic Adaptive Reuse		P
Indoor Theater	M	P
Outdoor Drive-In Theater	H	P
Park and Recreational Services	H	P
Private Recreational Facility	H	P
Rodeo	H	P
Manufacturing, Mining	i	GB
Accessory Use		P
Commercial Printing	H	P
Construction Trailer	L	P
General Contractor	M	P
Historic Adaptive Reuse		P
Adult Oriented Businesses	L/M	P
Multi-Use	i	GB
Business or Industrial Center	H	P
Commercial/Industrial Adaptive Reuse		P
Shopping Center		P

EXHIBIT FIVE: Comparison of Design Standards for AG/RR and GB

Table 4-1 Height, Bulk, Area, and Density Requirements for Zoning Districts																	
Requirement	AG	FR	CR	ER	SR	LR	MR	HR	UR	LB	GB	PB	LI	HI	IP	ME	REC
Gross Density	0.40 (J)	0.20	0.40	1.00	1.00	3.00	4.80	7.30	7.30	—	—	—	—	—	—	—	—
Minimum Lot Area (acres)	2.5 (I)	5.0 (I)	2.5 (E)(I)	1.0	1.0 (F)	0.34	0.21	0.14	0.14	—	—	—	—	—	—	—	—
Minimum Lot Width at Building Line	200	200	200	100	50	75	60	50	50	50	50	50	60	100	100	200	200
Minimum Required Setbacks (feet)																	
Yard Fronting on any Street																	
Local	25 (H)	25 (H)	25 (H)	25	25	25	25	25	25	25	25	25	35	35	35	35	25
Minor Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	25	25	25	35	35	35	35	25
Major Collector	35 (H)	35 (H)	35 (H)	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Minor Arterial	50 (H)	50 (H)	50 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Principal Arterial	60 (H)	60 (H)	60 (H)	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Side Yards	50 (A)	50 (A)	15	15	5	10	5	5	10	6	6	6	3	3	3	50	50
Rear Yard	50 (B)	50 (B)	35	35	10	25	10	10	10	0	0	0	10 (D)	10 (D)	10 (D)	50	50
Maximum Lot Coverage (AG/RR, CR, FR- Sq. Ft.) Minimum Open Space Area (All Other Zones - percent)	15,000 Square Feet (G)	15,000 Square Feet (G)	15,000 Square Feet (G)	40	40	40	40	40	40	15	20	15	20	20	20	—	20
Maximum Height (feet)	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	40 Principal Use Structures 30 Accessory Use Structures	35	35	35	35	35	45	35	45	35	50	60	35	—	45
Maximum Floor Area Ratio	—	—	—	—	—	—	—	—	—	0.25	0.30	0.25	0.4	0.4	0.4	—	0.30

EXHIBIT SIX: Use Determination form

1/6/22, 9:07 AM



Monroe County Plan Commission and office of the Monroe County Board of Zoning Appeals
 Monroe County Government Center
 501 N. Morton St., Suite 224
 Bloomington, IN 47404
 Telephone: (812) 349-2560 / Fax: (812) 349-2967
<https://www.co.monroe.in.us/department/?structureid=13>

USE DETERMINATION

NOTE: Any expansion or change from the description provided to staff using this form may change the use determination

*****THIS IS NOT A PERMIT*****

Use Determination:	Office
Zoning of the Property:	Agriculture/Rural Reserve (AG/RR)
Current Use of the Property:	Residential
Owner Name:	Hinkle, Susan Wadene & Hinkle, Steven William
Considered a Change of Use:	Yes
Ordinance Reference:	802
Township and Section:	Richland // 011
Zoning/ Floodplain:	Agriculture/Rural Reserve (AG/RR) / No Floodway
ECO:	N/A
Property Setbacks:	For the GB zone: Front = 35', Side = 6', Rear = 0'
Address / Parcel #:	4833 W Arlington RD Bloomington IN 47404-1139 / 53-04-24-101-014.000-011
Constraints/Notes:	<p>Applicant: Dawn Gray Email Address: dawn@springpointarchitects.com Phone Number: 812-219-1271 Address: 213 S Rogers suite 5, Bloomington, IN 47408</p> <p>Described use:</p> <p>Submitted Land Use Information</p> <p>Business title or Owner Name Lindeman and Associates, Psychology Services</p> <p>Size of operation in total square feet or acres * 5,000 sf office building</p> <p>Number of Employees (on-site, both full and part-time) * 12</p> <p>Number of Vehicles (used in operation of business) * 22</p> <p>Hours of Operation * 9-6 M-F, 9-12 Saturday</p> <p>Use, Manufacture, or generation of any hazardous materials and/or waste: * n/a</p> <p>Detailed description of land use(s) * This project would include a 5,000 office building for the professional offices of Lindeman and Associates, psychological services. New parking for the business would be included. A second, future phase may include a additional 5,000 office building with additional parking.</p> <p>Is the property/properties on sewer? * No</p> <p>Use Determination</p> <p>The use described would be an "Office".</p> <p>The Monroe County Zoning Ordinance defines Office as follows: <i>Office. An establishment primarily engaged in providing professional, financial, administrative, clerical and other similar services.</i></p> <p style="text-align: center;">Chapter 802/Page 17</p> <p>Office is a permitted use in the Limited Business (LB), General Business and Light Industrial (LI) Zoning Districts.</p>

1/8/22, 9:07 AM

Office is not a permitted use in the Agricultural/Rural Reserve District.

A Zoning Map amendment to one of the following zoning districts would be required:
Limited Business (LB), General Business and Light Industrial (LI) Zoning Districts.

A copy of the zoning map has been uploaded to this file.

Notes:

This parcel is adjacent to the Riley SIP Properties LLC which is zoned General Business (GB).

The Milestone parcels to the east are also zoned General Business (GB).

Connection to sanitary sewer would likely be required. There may be an issue with water pressure along Arlington Street.

Reviewed by:	Rebecca Payne
Any determination is subject to an appeal per Chapter 821:	https://www.co.monroe.in.us/egov/documents/59990883_fa90_b436_69cd_a52adf7a9902.pdf

USE-21-86

This is an e-permit. To learn more, scan this barcode or visit monroecounty.in.viewpointcloud.com/#records/6642

EXHIBIT SEVEN: Historic Preservation Inspection Report

Monroe Co. Historic Preservation Review Board

February 13, 2022

TO: Monroe Co. Plan Commission, Tammy Behrman

CASE NUMBER: REZ-21-8

REQUEST: Rezone Request from AG/RR to GB

PETITIONER: Lindeman & Associates Psychological Services/ Springpoint Architects, PC

PROPERTY: King & Stanger Baby Farm PT, 4833 W. Arlington Road

REPORT:

At its regular meeting of January 24, 2022, the Monroe Co. Historic Preservation Review Board received a request from Plan Commission senior planner, Tammy Behrman, to review the above listed property to ascertain possible historic significance. The property was not listed either in SHAARD or the Monroe Co. Interim Report, although it is the opinion of the Review Board that due to the historic character of the site, it should have been recognized for its historic significance.

The buildings of historic interest on the site include a bungalow, a chicken house, a single room building on stone piers, and a barn. Also located on the site are a non-contributing prefabricated utility shed, and a concrete slab in poor condition that may have been the site of a building that is no longer extant. The petition dates the bungalow to 1930, and the single room building, the chicken house (lean-to shed), and the barn to 1899. No documentation for these dates is provided. A detached garage is listed in the petition, but none exists on the site. This was likely a mistaken reference to the single room building.

Review Board members Duncan Campbell and Devin Blankenship reviewed the property and its buildings on February 12, 2022, accompanied by Steve Wyatt, the director of Bloomington Restorations, Inc. What follows represents their consensus regarding the historic significance and architectural integrity of the buildings on the site.

BUNGALOW: This house is in near original condition and may well date to the 1910's or 1920's. The painted clapboard siding is original, as are the mission-style windows and doors, the brick porch, and general floor plan. There is a one-room addition on the west façade that accurately matches the details of the rest of the house, with the exception of the foundation materials. This addition is old enough to be considered an historic element, and could easily date to the 1930's or 1940's. The original and generally excellent condition of the structure indicates a high degree of integrity.

CHICKEN SHED: This structure is referred to as a "lean-to" in the petition, but it was clearly constructed to house chickens as part of the original farm arrangement. This building is in fair to good condition and retains a high degree of architectural

integrity for a structure of its date and kind. It retains its original horizontal wood siding and original windows. It is estimated to date to 1930 in the petition, a date that is entirely plausible, but it was likely built around the same time as the house and barn.

SINGLE ROOM BUILDING: This building is standing on poorly constructed limestone piers and has been over-sheathed with metal sheeting that imitates the appearance of bricks on three sides, and split-faced stone on the front elevation. There is a single door porch at the entry. The fixed windows are not original, and a door on the rear façade has been sheathed over. This building could easily date to the early 20th or late 19th century, and has the configuration of a one-room schoolhouse, although because we could not enter the building, our investigation was restricted to the exterior. It appears to have been more recently used as a residence. Due to its location on an uneven slope and the precarious appearance of the piers, this building may well have been moved to the site, or moved from another location on this site. Original siding may reside beneath the metal sheeting, but the windows and door have been changed from the original. For these reasons the integrity of this building is considered fair, although the metal sheeting dates to the 1930's or 1940's and has historic significance in its own right.

BARN: The barn is slightly banked into the slope and sits atop a poured concrete foundation that could have been added or improved at a later date. Three sides of the barn are sided with vertical tongue and groove pine siding, and the fourth side is sided with board and batten rough saw lumber. Both are found on early 20th century barns in Indiana, and it is possible that the barn could date to the last decades of the 19th century. Investigation was restricted to the exterior, so the framework could not be inspected for telltales of the barn's age, but it is likely that the farmstead was developed a piece and the buildings all originate to the early decades of the 20th century. The barn is in very good condition, has good architectural integrity, and is typical of multi-purpose barns used for small farm operations.

The overall site of the King-Stanger Baby Farm and its residence along with the arrangement of its agricultural support buildings—the chicken shed and barn—tell the story of a small farm configuration. For this reason, the ensemble of buildings represents small farm operations common to early 20th century Indiana. The general integrity and original placement of the buildings enhances the historic significance of the site.

The single room building is an anomaly in this arrangement, due to its awkward placement in the ensemble as well as its uncertain purpose or use, even though it very likely dates to the same period as the other buildings. However, if it was a one-room schoolhouse it may have historic importance apart from the farmstead. An inspection of its interior would assist in determining this buildings' historic potential.

If this site is redeveloped, and the house is to be demolished, it would be preferable to try to move it to another site. In order to determine the feasibility of such a move, it would be necessary to inspect the interior of the house. If it is intact and in good condition, according to Bloomington Restorations, Inc., it would be more economically feasible to move the house than if it requires a complete interior rehabilitation.

Respectfully submitted,

Duncan Campbell
Monroe Co. Historic Preservation Board of Review