



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, July 27, 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 – Lori Kelley
Prosecutor – Erika Oliphant

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

5. APPROVAL OF MINUTES
July 6, 2022

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – July 27, 2022
Payroll – July 15, 2022 and July 29, 2022

7. REPORTS	13
Clerk – June 2022	
Treasurer’s – June 2022	15

8. NEW BUSINESS	
A. POSITIVE LINK AGREEMENT FOR LOST TO CARE SERVICES AND DISEASE INTERVENTION SPECIALIST WORK SPACE	17

Fund Name(s): Lost to Care and STD Strengthening Prevention
Fund Number(s): 8183 and 8112
Amount: Not to exceed \$35,181
Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of this agreement with IU Health/Positive Link. This is a renewal and is related to the Lost to Care grant. This grant cycle will include workspace for two (2) Disease Intervention Specialists.

B. INDIANA DEPARTMENT OF HEALTH GRANT AGREEMENT	22
Fund Name: Lead Case Management	
Fund Number: 8115	
Grant Amount: \$49,751.05	
Presenter: Lori Kelley	

The IDOH has awarded funds to the Monroe County Health Department to help the initiative in lowering Indiana's elevated blood lead level threshold. The funds cover will cover staff and additional requirements for testing.

C. 2022/2023 ADULT PROTECTIVE SERVICES CONTRACT	44
Fund Name: Adult Protective Services	
Fund Number: 9112	
Amount: \$275,866.79	
Presenter: Beth Hamlin	

This is a request for signature on a contract (# 63854) to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and the Indiana Family and Social Services Administration, Division of Aging. The contract amount is \$275,866.79, and covers the time period July 1, 2022-June 30, 2023. The funds will pay for the provision of Adult Protective Services in Monroe, Morgan, and Owen Counties.

D. MPI PLUMBING INC. CONSULTATION PROPOSAL	63
Fund Name: County General	
Fund Number: 1000	
Amount: \$5,000	
Presenter: Richard Crider	

This request is to approve the consultation proposal from Mann Plumbing, to assist in the planning, design, and budget costing for new solar installations and the expansion of existing solar installations at various County facilities. Rate of consult is \$100 p/hour per consultant. In an amount not to exceed \$5,000.00

E. RATIFICATION OF TOSHIBA BUSINESS SOLUTIONS LEASE AGREEMENT

65

Fund Name: County General
Fund Number: 1000
Amount: \$5,877 for 5 years plus excess printing charges
Presenter: Greg Crohn

This request is to approve the proposed 5-year lease agreement to supply and service one (1) Toshiba e-Studio copier, in the additional office space located on the newly renovated floor of the Highway Garage. The cost of the lease is extended over sixty (60) monthly payments of \$96.30, with a one-time origination fee not to exceed \$99. Quarterly charges for copying and printing based per unit are at the rates of \$.0024 for B&W, and \$.028 for color.

F. RATIFICATION OF SOFT CHOICE AGREEMENT RENEWAL

80

Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$54,581.55
Presenter: Greg Crohn

This item is to ratify the Soft Choice agreement to renew licensing for our Sophos Antivirus software. Licensing is for 800 units at a cost of \$62.49 per, and covers a period of three (3) years ending 24 July 2025.

G. AT&T CHANGE ORDER TO UPGRADE PHONE SYSTEM HARDWARE.

84

Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$9,357.94
Presenter: Greg Crohn

We have exceeded the carrying capacity of the current hosted voice service hardware in the County Courthouse. This has resulted in repeated service outages and dropped calls. This request is to approve the AT&T change order to upgrade our current hardware to a unit that will carry the current load and afford room for expansion. Installation and configuration of the new hardware as well as three (3) years of maintenance are included.

H. BLEDSOE, RIGGERT, COOPER, JAMES LAND SURVEYING

87

Fund Name (s): County General, Non-reverting Parks
Fund Number(s): 1000, 1178 and 1179
Amount: Not to exceed \$5,000
Presenter: Kelli Witmer

On 06-15-22, the Monroe County Park and Recreation Board approved to hire BRCJ to perform a staked survey of an easement that pertains to the Karst Farm Greenway and Oshkosh property. The survey is needed in order to provide Greenway and tree maintenance within the easement.

- I. E & B PAVING, LLC FOUR ADDENDUM'S FOR KARST FARM GREENWAY 101**
Fund Name(s): Next Level Trails and 2017 GO Bond
Fund Number(s): 9107 and 4810
Presenter: Kelli Witmer

(This addendum is only to extend the agreement expiration date)

The four (4) Agreements listed, pertain to the construction of the Karst Farm Greenway and the Loesch Road trailhead improvements. Due to the complexities of the railroad project and timing of vendor mobilization, Monroe County Parks & Recreation, Indiana Railroad, BRCJ, E & B Paving, and Department of Natural Resources all are recommending extending the agreement expiration dates and project completion dates to September 30, 2022.

- J. RESOLUTION 2022-19; DECLARING SURPLUS REAL ESTATE 105**
Presenter: Jeff Cockerill

This Resolution declares certain donated Real Property as Surplus. Included in that donation was the profile parkway extension, the road from the old GE Plant to Gates drive. When this was being discussed it was thought possible that a connection from the Profile Parkway extension to Jonathon Drive was something that could be funded to be constructed as part of the Profile Parkway extension. Long story short, the project costs went up and the Vernal Pike connector received over 7 million in INDOT support, so it was deemed inadvisable to complete the connector road at that time and risk losing the grant dollars. This Ordinance would allow the Commissioners to return the property to the owner.

- K. PURCHASE AGREEMENT FOR CERTAIN FULLERTON PIKE REAL PROPERTY 108**
Fund Name and Fund Number: TBD
Amount: \$10,020,000 (plus closing costs)
Presenter: Jeff Cockerill

This is a purchase agreement for certain Real Property located at the I 69 Fullerton Pike interchange. This agreement is contingent on a more thorough site review, Council Approval, and rezoning of the property. The anticipated use of this property is for facilities related to Criminal Justice.

- L. DLZ SITE REVIEW AGREEMENT FOR FULLERTON PIKE PROPERTY 115**
Fund Name: County General
Fund Number: 1000
Amount: \$9,000
Presenter: Jeff Cockerill

This agreement is for a site analysis of the Fullerton Pike property.

- M. ENVIRO-FORENSICS, LLC AND VET ENVIRONMENTAL SITE ASSESSMENTS FOR FULLERTON PIKE PROPERTY 143**
Fund Name: County General
Fund Number: 1000
Amount: \$1,800 (Enviro-Forensics) and not to exceed \$7,000 (VET Environmental)
Presenter: Jeff Cockerill

This item contains two Phase I environmental reviews. Due to the nature of the property, and the likelihood of significant investment, two vendors are recommended, EnviroForensics, LLC and VET Environmental. The Vet Environmental cost is higher due to additional work such as drainage reconnaissance.

N. BEAM LONGEST NEFF, LLC AGREEMENT FOR DILLMAN ROAD BRIDGE #83 158

Fund Name: Cumulative Bridge

Fund Number: 1135

Amount: \$511,000

Presenter: Lisa Ridge

The bridge replacement was awarded funding in the last Notice of Funding Availability (NOFA) for FY2027 with INDOT. The funding covers all phases of the replacement at 80% federal funding and 20% local funding.

O. SHREWSBERRY SUPPLEMENTAL FOR BABY CREEK ROAD RE-DESIGN 205

Fund Name: Stormwater

Fund Number: 1197

Amount: \$37,760

Presenter: Lisa Ridge

The structure had a bid opening on May 18, 2022. The lowest bid was \$990,000.00 so it was un-awardable. We have gone back to the consultant to change the design to be more consistent with a concrete box beam bridge that was just installed on North Shore Drive. We will save on construction of the project by the re-design; however, it is a cost. The construction cost savings should exceed what the re-design cost is.

P. BUTLER, FAIRMAN AND SEUFERT, INC AGREEMENT FOR PEDESTRIAN IMPROVEMENT LOCATIONS 210

Fund Name: Local Road and Street

Fund Number: 1169

Amount: \$32,050

Presenter: Lisa Ridge

The agreement is for preliminary design for seven (7) locations at trail crossings to improve the safety of alternative transportation and traveling motorists. The locations are Dillman Road, Church Lane, Victor Pike, That Road, Rogers Street, Zenith Drive and Old Vernal Pike. The construction and installation are being covered with 90% of HSIP funds through the MPO. We have met with both City Parks and Recreation and the County and they are supportive of the pedestrian improvement being suggested at these locations.

Q. CARTEGRAPH SOFTWARE MANAGEMENT AGREEMENT RENEWAL 237

Fund Name(s): MVH, Stormwater and Cumulative Bridge

Fund Number(s): 1176, 1135 and 1197

Amount: \$121,459.82/3 year term

Presenter: Lisa Ridge

This is a three (3) year agreement for an asset management program used by several employees in The Department for complaint tracking, inspections, work completed, work requests, etc. The Highway,

Bridge crew, and Stormwater Divisions use this program on a daily basis. The cost of the software is divided out by the three budgets based on the user numbers for each division. The Department has used Cartegraph since 1997.

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, July 6, 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, Present, **In Person**

Staff

Angie Purdie, Commissioners’ Administrator – Present, **In Person**
David Schilling, Legal Counsel – Present, **In Person**

1. **CALL TO ORDER BY COMMISSIONER THOMAS 10:04 am**

2. **COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:04 am**

3. **DEPARTMENT UPDATE**

Health – Lori Kelly

10:05 am

Health - Kathy Hewett and Melanie Vehslage - Community Health Assessment (CHA) and
Community

10:07am

Health Improvement Plan (CHIP)

Auditor – Brianne Gregory – Presentation of County Form 144 Statement of Salaries & Wages
purposed for calendar year 2023

10:15 am

4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:16 am**

None

5. APPROVAL OF MINUTES 10:17 am
June 29, 2022

Githens made motion to approve. Jones seconded.
Thomas called for a Voice Vote.
Motion carried 3-0, Unanimous.

6. APPROVAL OF CLAIMS DOCKET 10:18 am
Accounts Payable – July 6, 2022

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for a Voice Vote.
Motion carried 3-0, Unanimous.

7. REPORTS 10:20 am
Weights and Measures – May 16 to June 15, 2022

8. NEW BUSINESS

- A. PRICE AGREEMENT WITH CENTER FOR DISEASE DETECTION (CDD) 10:20 am**
Fund Name (s): Futures and TANF
Fund Number(s): 8126 and 8150
Amount: TBD
Presenter: Lori Kelly

The health department is requesting approval to change vendors for lab testing performed by Futures Clinic.

Githens made motion to approve. Jones seconded.
No public comment.
Thomas called for a Voice Vote.
Motion carried 3-0, Unanimous.

- B. E & B Paving ESI #6 REVISION AND CHANGE ORDER #4 FOR KARST FARM GREENWAY 10:21 am**
Fund Name(s): Next Level Trails and 2017 GO Bond
Fund Number (s): 9107 and 4810
Amount: \$59,049
Presenter: Kelli Witmer

This Change Order #4 is necessary to complete the items listed in the Engineer Supplemental Instructions (ESI) #6 Rev 2. All items relate to the Loesch Road railroad crossing and to prevent nearby drainage problems and has been reviewed by Paul Satterly, County Highway Engineer. The Indiana Department of Natural Resources (IDNR) has reviewed the quote and determined \$49,604.90 is grant eligible (70.8% grant funds and 29.2% match). Monroe County is 100% responsible for non-trail railroad items.
Next Level Trails (NLT) Grant; \$35,120.27
Monroe County Match: \$14,484.63 (fund 9107)

Monroe County Non-railroad: \$9,444.10 (fund 4810)

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried 3-0, Unanimous.

C. FOX CONSTRUCTION CHANGE ORDER #1 & #2 FOR HIGHWAY GARAGE REMODEL 10:24 am

Fund Name: 2018 GO Bond

Fund Number: 4811

Amount: \$2,389.50

Presenter: Lisa Ridge

Change Order #1 is for additional cost for prepping the north stairway and create an opening in the south stairway wall. Total cost \$1,020

Change Order #2 is for extra pole light, removal of plugmolds and added three (3) receptacles, 10% overhead/profit. Total cost \$1,369.50

These amounts do not increase the cost of the project and will be paid from the \$20,000 contingency in the original contract.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried 3-0, Unanimous.

11. APPOINTMENTS 10:26 am

None

12. ANNOUNCEMENTS 10:26 am

Hoosier Hills Food Bank sponsored "Fresh Food Fridays". 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.

Pantry 279 Summer Children's Supplemental Food Program, June 4 – August 6.

Visit www.pantry279.org for times and locations.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

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:

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	oooleyb@yahoo.com

13. ADJOURNMENT 10:30 am

The summary minutes of the July 6, 2022 Board of Commissioners meeting were approved on July 13, 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**

July 6, 2022

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

- 1. Drew Myers – Planning 10:47 am**
Ordinance 2022-20; Kings Road Farm Rezone.

[Bring back to the formal Commissioners meeting on August 10, 2022 for approval.](#)

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

FILED

JUL 14 2022

Catherine Smith

MONTHLY REPORT JUNE 2022

Charges:

1	Fees payable to the State	\$	96,544.42
	JC - Reimbursements	\$	-
	FSSA Support		
2	Fees payable to the county	\$	73,522.77
3	Bank Discrepancy	\$	5,555.85
4	Trust Funds (Bonds/Other)	\$	1,437,618.31
5	Trust, Refunds		
6	Trust, Judgment Collections	\$	41,014.22
	ISETS Child Support Collections	\$	10,464.11
	Interest-bearing Accounts Payables	\$	1,488.69
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	<u>1,667,708.37</u>

Auditor Monroe County, Indiana
96,544.42

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account	\$	1,654,255.57
	Monroe Bank Account - Ledger		
	Old Judgment Collections		
	ISETS Child Support	\$	10,464.11
	Interest-Bearing Saving Account	\$	1,488.69
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	<u>1,666,208.37</u>
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	<u>1,667,708.37</u> \$ <u>1,667,708.37</u>

21	Balance in All Depositories	\$	1,771,807.18
22	Deduct: Outstanding Checks	\$	(148,944.61)

23	Net Depository Balance				
24	Deposits in Transit	\$	47,210.89		
25	Bank Fees	\$	100.00		
26	Interest		(\$3.78)		
27	Miscellaneous Adjustments (explain fully)	\$	(5,154.31)		
28	Participant recoupments	\$	1,130.00		
29	Agency recoupments	\$	63.00		
30	Balance in all Depositories (line 14)	\$	1,666,208.37	\$	1,666,208.37
31	PROOF				

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



 Office: *Teal*

Julie Lynn Browne

 (SEAL)

 Clerk, Monroe Circuit Court

SETS: Over \$406.20	-406.20
Adjustment for CC & ACH items in transit	5,520.00
Credit Card deposited in Bank	-10,538.11
ACH ST of IN Payables	0.00
Stale dated/reissued checks cashed	267.00
Return Bank Fees	
Other Adjustments	3.00
Total Misc Adjustments	-5,154.31

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

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending June 2022 MONROE COUNTY

CHARGES:

Table with 2 columns: Description (1-23) and Amount. Total Charges: \$ 137,845,203.61

CREDITS:

Table with 2 columns: Description (24-38) and Amount. Total Credits: \$ 137,845,203.61

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 July 2022

Jessica McMillan 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 JUL 12 2022

Catherine Smith Auditor Monroe County, Indiana

COUNTY TREASURERS

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

MONROE COUNTY
Month ending
May 31, 2022

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

May-22

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 Balance Cash & Depositories
001 - FFB Operating 1242	\$28,840,820.90	(\$510,741.38)	(\$3,217,983.75)	\$25,112,095.77
002 - FFB Payroll 3328	\$0.00	\$1,264.06	(\$26,137.96)	(\$24,873.90)
003 - FFB Sweep 6040	\$0.00	\$0.00	\$0.00	\$0.00
004 - FFB PIERF 5596	\$150,320.71	\$0.00	\$0.00	\$150,320.71
005 - FFB Credit Card 5324	\$480,147.86	\$2,054.20	\$0.00	\$482,202.06
005 - FFB General 5535	\$60,418,945.96	(\$5,958.54)	\$0.00	\$60,412,987.42
013 - German American 3108	\$29,591.75	(\$7.05)	\$0.00	\$29,584.70
014 - TI TRACS 0001	\$2,029,106.60	(\$1,319.60)	\$0.00	\$2,027,787.00
027-ONB MC 20 Cap 80-0424-04-6	\$794,772.27	(\$312.19)	\$0.00	\$794,460.08
029 - FFB ARPA Fund 7568	\$28,850,400.90	(\$2,418.74)	\$0.00	\$28,847,982.16
Depository Totals	\$121,594,106.75	(\$517,439.24)	(\$3,244,121.71)	\$117,832,545.80
007 - MS7203004 road & bridge	\$2,152,208.74	\$0.00	\$0.00	\$2,152,208.74
008 - MS7203017 cum bridge	\$3,229,971.15	\$0.00	\$0.00	\$3,229,971.15
009 - MS7202940 aviation gen	\$192,834.95	\$0.00	\$0.00	\$192,834.95
010 - MS7202979 aviation constr	\$428,107.53	\$0.00	\$0.00	\$428,107.53
011 - MS7202924 aviation building	\$641,300.17	\$0.00	\$0.00	\$641,300.17
012 - MS7202953 property re-assesmt	\$526,563.09	\$0.00	\$0.00	\$526,563.09
017 - Redeem-80-0267-02-3	\$57,620.41	(\$17.61)	\$0.00	\$57,602.80
018 - Redeem-80-0267-01-5	\$183,957.16	(\$183,650.09)	\$0.00	\$307.07
019 - Redeem-80-0306-01-1	\$97,947.91	(\$97,511.38)	\$0.00	\$436.53
020 - Redv com 80-0306-03-7	\$297,516.95	(\$90.95)	\$0.00	\$297,426.00
021 - Bank of New York Mellon/Holdings	\$11,974,299.74	(\$5,986.88)	\$0.00	\$11,968,313.06
022-ONB MC18 Bond Int 80-0386-01-3	\$43.92	(\$0.01)	\$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	\$283,033.12	(\$283,005.25)	\$0.00	\$27.87
026-ONB MC 20 Debt 80-0424-03-8	\$516,673.89	(\$157.95)	\$0.00	\$516,515.94
028-FFB COD 1740030729	\$0.00	\$0.00	\$0.00	\$0.00
Investment Totals	\$20,582,078.73	(\$570,420.92)	\$0.00	\$20,011,657.81
Totals	\$142,176,185.48	(\$1,087,860.16)	(\$3,244,121.71)	\$137,844,203.61
* Interest				\$4,331,981.87
** Outstanding Checks				
***Reconciling item per St Bd of Accts				
****Bank Error				

ADVANCE CKS FOR SETTLEMENT

** Outstanding Checks
***Reconciling item per St Bd of Accts
****Bank Error

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:

Monroe County Health Department is requesting approval of this agreement with IU Health/Positive Link. This is a renewal and is related to the Lost to Care grant. This grant cycle will include work space for two (2) Disease Intervention Specialist's.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Lost to Care and STD Strengthening Prevention"/>	<input type="text" value="8183 & 8112"/>	<input type="text" value="Not to exceed \$35,181"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



Memorandum of Agreement for Professional Services

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 the “Monroe County”) and Indiana University Health (IU Community Health/Positive Link HIV Services (referred to as the “Contractor”) - Contractor and County mutually agree as follows:

The terms of the Agreement enlist Contractor to provide independent, professional services in order to assist Monroe County with carrying out duties and responsibilities that the Indiana Department of Health (“IDOH”) has contracted with Monroe County to provide as part of Monroe County’s Sexually Transmitted Disease (“STD”)/Disease Intervention Specialist (“DIS”) Grant. Contractor shall provide the Lost to Care (“LTC”) DIS services for District 7, which are outlined in Paragraph 1 and listed below. Contractor will provide DIS work space during the grant cycle in order to provide expedited referrals. The County shall pass through dollars it receives from IDOH to Contractor, in exchange for those services.

The following terms shall apply:

1. **Scope of Project and Price.** Monroe County wishes to retain Contractor for purposes of providing professional training/education and outreach services. The following details shall govern:
 - The LTC DIS is funded for 10 hours/week for the 2021/2022 STD grant cycle.
 - The LTC DIS is funded for mileage for 5,000 miles for the grant cycle.
 - The LTC DIS will complete all required Centers for Disease Control (“CDC”), IDOH, and Department training including:
 - Passport to Partner Services.
 - National STD/HIV Curriculum.
 - IDOH Authorization Training.
 - IDOH NBS database training.
 - (Possibly) Track D training (The CDC has currently stopped Track D training during the pandemic, and IDOH is now currently responsible for completing training with all new DIS. It is unclear if/when the CDC will return to in-person DIS training.).
 - Use of LimsNet, including the collection of specimen and administering testing including rapid and conventional HIV, syphilis, HCV, and chlamydia/gonorrhea testing.
 - Training will be overseen by an IDOH STD Prevention Program Specialist and the DIS Program Coordinator.
 - Some lost to care cases will be assigned by IDOH Linkage to Care Manager.
 - The Program Coordinator who will also assign cases to the LTC DIS, including cases that fall into the following categories:
 - New HIV diagnosis cases.
 - Chlamydia, gonorrhea, and/or syphilis cases where the patient has previously been diagnosed with HIV.
 - The DIS Program Coordinator, full- time MCHD DIS, and the IDOH DIS will assist with any co- occurring cases, specifically syphilis cases.

- The DIS Program Coordinator will supervise day-to-day DIS work and will review cases.
- Work space for up to two DIS will be provided.

The total amount paid to Contractor under this Agreement shall not exceed Eighteen Thousand Dollars (\$18,000.00) in Lost to Care funding and up to \$ 31,425.00 in Strengthening Prevention funding without further written approval by Monroe County and the approving authorities listed below. Contractor shall submit detailed invoices monthly delineating what projects have been completed or worked on by Contractor, which shall be paid within forty-five (45) days of receipt.

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

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

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 IDOH has awarded funds to the Monroe County Health Department to help the initiative in lowering Indiana's elevated blood lead level threshold. The funds cover will cover staff and additional requirements for testing.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Lead Case Management"/>	<input type="text" value="8115"/>	<input type="text" value="\$49,751.05"/>

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

GRANT AGREEMENT

Contract #000000000000000000064295

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Health (the "State") and **MONROE COUNTY** (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 **\$49,751.05** (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 § 16-46-16.5-6** 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):
Coronavirus State Fiscal Recovery Funds (CSFRF)

CFDA # 21.027

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 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.

3. Implementation of and Reporting on the Project.

A. 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.

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

4. Term. This Grant Agreement commences on **July 01, 2022** and shall remain in effect through **June 30, 2024**. 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 **\$49,751.05**. 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**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **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 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:

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:

**Director Community Health
Monroe County
119 W 2nd Street
Bloomington, Indiana 47404
E-mail: ameek1@iuhealth.org**

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, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) 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:

Amendments -added

Grant Funding-modified

HIPAA Compliance-added

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

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

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

Contract Amount: \$28,441.75

Grantee Name: Monroe County Health Department

Length of Contract: 7/1/2022 – 6/30/2024

Division: Health Issues and Challenges

Program Type: LEAD

Purpose

The Indiana Department of Health (IDOH) receives funding from House Enrolled Act 1007 to prevent the prevalence of health issues and improve the physical and behavioral health of all Indiana residents. This funding is supported through the American Rescue Plan Act (ARPA) and allows the IDOH to implement programs focused on health issues and challenges. The Division of Health Issues and Challenges requested applications to fund programs that focus on the improvement of chronic disease (diabetes, cardiovascular disease, asthma, and cancer), tobacco use, food insecurity/obesity, elevated blood lead level reduction, and disease prevention programs (community health workers/patient navigators and community paramedicine for chronic disease, immunizations, and substance use disorder).

Scope of Work – Case Management Only

Grantee will utilize best practices outlined in the application to promote coordinated care to children affected by lead poisoning, especially those with confirmed elevated blood lead levels (EBLLs). The grantee will institute or strengthen current program infrastructure to reduce environmental risks, improve quality of care by expanding access to education on the prevention of lead poisoning, provide home visits for EBLL reduction, strengthen supporting guideline based medical care, and facilitate remediation of lead hazards. Grantees will also attend culturally responsive training to strengthen their ability to assist their community overcome any barriers to health care access based on each patients' unique situation and challenges.

Justification

This contract will assist the Health Issues and Challenges division to complete deliverables required by HEA 1007 in an effort to reduce health issues and challenges therefore closing the gap of inequitable health care services and access.

Deliverables

Grantees will be required to submit annual reports. The annual report will need to cover the following factors:

Reduce Environmental Triggers

- Increase awareness and educate parents/family members of children regarding ways to identify and prevent elevated blood lead levels in the home and measures to protect a child from further poisoning
- Support efforts that reduce household exposure that contributes to elevated blood lead levels hazards in indoor living spaces
- Collaborate with healthcare provider offices and housing professional groups to distribute information about elevated blood lead level risks to families
- Increase indoor air quality programs to make elevated blood lead level prevention education and services available to homeowners, tenants, property owners, and housing professionals
- Create a comprehensive evaluation plan

Improve Quality of Care

- Improve the utilization of evidence-based practices and national standards of care among primary care providers for the diagnosis and management of elevated blood lead levels
- Increase the utilization of Lead education, including medical effects for all with confirmed elevated blood lead levels.
- Reduce exposure to lead and the number of emergency department visits and hospitalizations due to elevated blood lead levels

Strengthen Lead Programing Infrastructure

- Increase data utilization and evaluation findings by program partners
- Increase the number of community Lead educators in Indiana

- Increase lead exposure prevention education programming and provide resources to the public for information about elevated blood lead level reduction
- Identify and support funding for lead prevention related programs throughout the state

Data and Health Equity

Grantees are required to submit data through an online platform on a monthly basis beginning October 2022. Submitted data will include program specific metrics and ARPA reporting requirements.

Grantees are also required to complete culturally responsive training (i.e., cultural competency training, workplace diversity training, health equity training, diversity and inclusion training) or plan to implement programming to ensure that all community members are served in a respectful manner. This will ensure that programs are responsive to the health beliefs, practices, and needs of racial and ethnic minorities and underserved populations.

Invoices

Invoices will be submitted to the division's Manager of Contracts and Grants on a monthly basis through the Health Issues and Challenges email found here:

healthissuesandchallenges@isdh.in.gov Once your executed contract and invoice instructions are provided, you will be allowed to retroactively bill expenses incurred at the beginning of the project period. A template will be provided to grantee to submit invoices.

Contract Amount: \$21,309.30

Grantee Name: Monroe County Health Department

Length of Contract: 7/1/2022 – 6/30/2024

Division: Health Issues and Challenges

Program Type: LEAD

Purpose

The Indiana Department of Health (IDOH) receives funding from House Enrolled Act 1007 to prevent the prevalence of health issues and improve the physical and behavioral health of all Indiana residents. This funding is supported through the American Rescue Plan Act (ARPA) and allows the IDOH to implement programs focused on health issues and challenges. The Division of Health Issues and Challenges requested applications to fund programs that focus on the

improvement of chronic disease (diabetes, cardiovascular disease, asthma, and cancer), tobacco use, food insecurity/obesity, elevated blood lead level reduction, and disease prevention programs (community health workers/patient navigators and community paramedicine for chronic disease, immunizations, and substance use disorder).

Scope of Work – Environmental Investigation Only

Grantee will utilize best practices outlined in the application to promote lead-based paint hazards, especially in residential dwellings or child-occupied facilities. The grantee will institute or strengthen current program infrastructure to reduce environmental hazards, remove lead-based paint and lead-contaminated dust, provide home visits for lead-based paint hazard disposal, strengthen supporting guideline for lead-based paint hazard elimination resources, and facilitate measures to reduce lead-paint hazards. Grantees will also attend culturally responsive training to strengthen their ability to assist their community overcome any barriers to health care access based on each patients' unique situation and challenges.

Justification

This contract will assist the Health Issues and Challenges division to complete deliverables required by HEA 1007 in an effort to reduce health issues and challenges therefore closing the gap of inequitable health care services and access.

Deliverables

Grantees will be required to submit annual reports. The annual report will need to cover the following factors:

Reduce Environmental Triggers

- Increase awareness and educate staff/providers in public schools, daycare centers, foster care, and congregate living settings in ways to identify and reduce lead-based paint hazards
- Support efforts that reduce environmental and work-related hazards that contribute to the lead-based paint hazards in indoor and outdoor workplaces
- Collaborate with environmental agency offices and housing professional

groups to distribute information about environmental lead-based paint hazards

- Increase lead-based paint hazard reduction education and services available to homeowners, tenants, property owners, and housing professionals
- Create a comprehensive evaluation plan

Improve Quality of Care

- Improve the utilization of lead-hazard screenings and national standards of removal and disposal of hazardous lead-based paint material
- Improve lead-based risk assessment adherence
- Increase the utilization of Lead Based Paint Program for all exposed to lead-based paint hazards

Strengthen Lead Programing Infrastructure

- Increase data utilization and evaluation findings by program partners
- Increase the number of licensed lead-based paint risk assessors in Indiana
- Increase lead-based paint exposure education programming and provide resources to the public for information about lead-based reduction and removal
- Identify and support funding for lead-related programs throughout the state

Data and Health Equity

Grantees are required to submit data through an online platform on a quarterly basis beginning January 2023. Submitted data will include program specific metrics and ARPA reporting requirements.

Grantees are also required to complete culturally responsive training (i.e., cultural competency training, workplace diversity training, health equity training, diversity and inclusion training) or plan to implement programming to ensure that all community members are served in a respectful manner. This will ensure that

programs are responsive to the health beliefs, practices, and needs of racial and ethnic minorities and underserved populations.

Invoices

Invoices will be submitted to the division contracts and grants manager on a quarterly basis through the Health Issues and Challenges email found here: healthissuesandchallenges@isdh.in.gov A template will be provided to grantee to submit invoices.

In Process

Attachment B: Budget

Name of Organization: Monroe County Health Department

Program Description: The purpose of the Health Issues and Challenges program is develop and implement services focused on improving health outcomes related to one or more of the following priority areas: tobacco use, food insecurity/obesity, lead exposure, hepatitis C, chronic disease (diabetes, cardiovascular disease, asthma, and cancer) and public health prevention programs (community paramedicine for chronic disease, immunizations, and substance use disorder and community health workers/patient navigators)

Budget Period: 07/01/2022 to 06/30/2024

	Number of Cases Eligible for Payment	Per Case Payment	Total
Case Management	24	\$ 1,185.07	\$28,441.75
Environmental Inspection	24	\$ 887.89	\$21,309.30
Total			\$49,751.05

Attachment C: Federal Funding

Federal Agency: Department of the Treasury

CFDA Number: 21.027

Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)

ARPA

1) Incorporation

This award is based on the application, as approved, the Indiana Department of Health (IDOH) submitted to the Department of the Treasury 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) Department of the Treasury Grants Policies

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 Coronavirus Relief Fund Grants from Department of the Treasury. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of the Treasury.

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. IDOH 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 electronic 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:

This is a request for signature on a contract (# 63854) to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and Indiana Family and Social Services Administration, Division of Aging. The contract amount is \$275,866.79, covers the time period July 1, 2022 - June 30, 2023. The funds will pay for the provision of Adult Protective Services in Monroe, Morgan, and Owen Counties.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Adult Protective Services"/>	<input type="text" value="9112"/>	<input type="text" value="\$275,866.79"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

CONTRACT BETWEEN THE STATE OF INDIANA, THE PROSECUTING ATTORNEY'S OFFICE AND THE BOARD OF COUNTY COMMISSIONERS

CONTRACT#000000000000000000063854

This Contract (the "**Contract**"), entered into by and between Indiana Family & Social Services Administration Division of Aging (the "**State**" or "**FSSA**" or "**Division of Aging**"), the Prosecuting Attorney of Monroe County (the "**Prosecuting Attorney**"), and the Board of County Commissioners of Monroe County (the "**Commissioners**") as the fiscal agent for the Prosecuting Attorney.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Prosecuting Attorney.

Ind. Code § 12-10-3-7 provides that "[t]he division [of Aging] shall provide coverage for the [adult protective] services required in each county under this chapter and may contract with . . . a prosecuting attorney." This Contract is executed pursuant to Ind. Code § 12-10-3-7 and the terms and conditions set forth herein for the provision of adult protective services ("**APS**") unit for **Unit 10: Monroe, Morgan and Owen Counties** (the "Designated Service Area") to include intervention, investigation, and resolution of cases involving battery, neglect or exploitation of endangered adults.

- A. The Prosecuting Attorney shall be the County's APS unit defined in Ind. Code § 12-10-3-1 and shall provide the services set forth in Ind. Code §§ 12-10-3-8, 12-10-3-17, 12-10-3-18, 12-10-3-20, 12-10-3-21, and 12-10-3-26.
- B. As required by Ind. Code § 12-10-3-7, the Prosecuting Attorney shall follow the notification provisions described in Ind. Code § 12-10-3-21(4) and Ind. Code § 12-10-3- 28(b)(5).
- C. The Parties agree to implement the delivery of APS as set out in Indiana Code ch.12-10-3 and 455 I.A.C. 1-2. The duties of the Prosecuting Attorney are set forth in **Exhibit A**, attached hereto and incorporated fully herein. The duties of the FSSA are set forth in **Exhibit B**, attached hereto and incorporated fully herein. The counties of service are set forth in **Exhibit D**, attached hereto and incorporated fully herein.

2. Consideration.

The FSSA agrees to award **\$275,866.79**, to the Prosecuting Attorney through the Board of County Commissioners, as detailed in the projected budget set forth in **Exhibit C** and attached hereto and incorporated fully herein, for the maintenance or establishment of an APS unit within the Designated Service Area as set forth in the Contract for the state fiscal year beginning **July 1, 2022**. The award to the Prosecuting Attorney is based on claim reimbursements, made on a monthly basis, for permissible goods, expenses, and services related to the delivery of APS as outlined in this Contract. The total remuneration under this Contract shall not exceed **\$275,866.79**.

The consideration to the FSSA is in the form of the supervision of APS personnel and the delivery of APS to Indiana's citizens. The Prosecuting Attorney shall make no further claim for compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Should the Indiana General Assembly appropriate additional funding or should the FSSA secure additional funding in furtherance of this Contract, to include operations and personnel funding, the Parties agree to apply the additional funding as directed by the Indiana General Assembly or the FSSA. In the event additional funding is secured the state's contract amendment process will be followed.

3. Term.

This Contract shall be effective for a period of 1 year. It shall commence on July 01, 2022 and shall remain in effect through June 30, 2023.

4. Access to Records.

The Prosecuting Attorney and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The Prosecuting Attorney binds its successors and assignees to all the terms and conditions of this Contract. The Prosecuting Attorney shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Prosecuting Attorney may assign its right to receive payments to such third parties as the Prosecuting Attorney may desire without the prior written consent of the State, provided that the Prosecuting Attorney gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits.

The Prosecuting Attorney 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 I.C. §§ 5-11-1-1 to 5-11-1-31. and audit guidelines specified by the State.

The State considers the Prosecuting Attorney to be a "Contractor" under 2 C.F.R. §200.331 for purposes of this Contract. However, if it is determined that the Prosecuting Attorney is a "subrecipient" and if required by applicable provisions of 2 C.F.R. pt. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the Prosecuting Attorney shall arrange for a financial and compliance audit which complies with 2 C.F.R. §§200.500 – 200.521.

7. Authority to Bind the Prosecuting Attorney.

The signatory for the Prosecuting Attorney represents that he/she has been duly authorized to execute this Contract on behalf of the Prosecuting Attorney and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Prosecuting Attorney when his/her signature is affixed, and accepted by the State.

8. Changes in Work.

The Prosecuting Attorney shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Prosecuting Attorney shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

A. The Prosecuting Attorney 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 of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Prosecuting Attorney to determine whether the provisions of this Contract require formal modification.

- B. Ethics: Deleted; inapplicable.
- C. Back Taxes: Deleted.
- D. Pending Criminal Charges: Deleted.
- E. Delays in Work: Deleted.
- F. The Prosecuting Attorney warrants that the Prosecuting Attorney and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as 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 Contract and grounds for immediate termination and denial of further work with the State.
- G. Registration with Secretary of State: Deleted.
- H. As required by IC § 5-22-3-7:

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

- (A) the Prosecuting Attorney, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC art. 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC ch. 24-5-12 [Telephone Solicitations]; or
 - (iii) IC ch. 24-5-14 [Regulation of Automatic Dialing Machines];

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

- (B) the Prosecuting Attorney will not violate the terms of IC ch. 24-4.7 for the duration of the Contract, even if IC art. 24-4.7 is preempted by federal law.

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

- (A) has not violated the terms of IC art. 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 art. 24-4.7 for the duration of the Contract, even if IC art.24-4.7 is preempted by federal law.

10. Condition of Payment.

All services provided by the Prosecuting Attorney under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State

representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information.

The Prosecuting Attorney understands and agrees that data, materials, and information disclosed to the Prosecuting Attorney may contain confidential and protected information. The Prosecuting Attorney covenants that data, material, and information gathered, based upon or disclosed to the Prosecuting Attorney for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Prosecuting Attorney for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Prosecuting Attorney and the State agree to comply with the provisions of IC ch. 4-1-10 and IC ch. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

12. Continuity of Services.

Deleted.

13. Debarment and Suspension.

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

14. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, the Prosecuting Attorney may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes.

- A. Should any disputes arise with respect to this Contract, the Prosecuting Attorney and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Prosecuting Attorney agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Prosecuting Attorney fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Prosecuting Attorney as a result of such failure to proceed shall be borne by the Prosecuting Attorney, and the Prosecuting Attorney shall make no claim against the State for such costs.

- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Prosecuting Attorney of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Prosecuting Attorney to terminate this Contract, and the Prosecuting Attorney may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

16. Drug-Free Workplace Certification.

Deleted; not applicable.

17. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Prosecuting Attorney swears or affirms under the penalties of perjury that the Prosecuting Attorney does not knowingly employ an unauthorized alien. The Prosecuting Attorney further agrees that:

- A. The Prosecuting Attorney shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Prosecuting Attorney is not required to participate should the E-Verify program cease to exist. Additionally, the Prosecuting Attorney is not required to participate if the Prosecuting Attorney is self-employed and does not employ any employees.
- B. The Prosecuting Attorney shall not knowingly employ or contract with an unauthorized alien. The Prosecuting Attorney shall not retain an employee or contract with a person that the Prosecuting Attorney subsequently learns is an unauthorized alien.
- C. The Prosecuting Attorney shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Prosecuting Attorney that the subcontractor does not knowingly

employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Prosecuting Attorney agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

18. Employment Option.

Deleted.

19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as 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.

20. 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 Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Law.

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.

22. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Prosecuting Attorney 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.

23. Independent Contractor; Workers' Compensation Insurance.

The Prosecuting Attorney is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Prosecuting Attorney shall provide all necessary unemployment and workers' compensation insurance for the Prosecuting Attorney's APS employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

24. Indiana Veteran Owned Small Business Enterprise Compliance.

Deleted.

25. Information Technology Enterprise Architecture Requirements.

Deleted.

26. Minority and Women's Business Enterprises Compliance.

Deleted.

27. 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 Prosecuting Attorney 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"). Furthermore, Prosecuting Attorney 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 paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Prosecuting Attorney or any subcontractor.

The Prosecuting Attorney understands that the State is a recipient of federal funds, and therefore, where applicable, the Prosecuting Attorney and any subcontractors agree to 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, which are incorporated herein by specific reference.

28. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, 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:

Director
Indiana Family & Social Services Administration Division of Aging
402 W. Washington Street, Room W454
Indianapolis, IN 46204

B. Notices to the Prosecuting Attorney shall be sent to:

Monroe County Prosecutor
301 North College Avenue, Room 211
Bloomington, IN 46404

Monroe County Board of County Commissioners
100 West Kirkwood Ave., Room 322
Bloomington, IN 46404

As required by IC § 4-13-2-14.8, payments to the County Board of Commissioners (as the fiscal agent) shall be made via electronic funds transfer in accordance with instructions filed by the Prosecuting Attorney with the Indiana Auditor of State.

29. Payments.

- A. Unless otherwise authorized by statute and agreed to in this Contract, all payments shall be made 35 calendar days in arrears in conformance with State fiscal policies and procedures and, as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Commissioners, as fiscal agent, in writing. If advance payment of a portion of the funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Prosecuting Attorney shall provide the FSSA with a reconciliation of those expenditures.
- 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 and/or local funds by program budget line items.
- C. Invoices should be submitted each calendar month for any not previously claimed deliverables. 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 or before the 30th of every month. If Contract funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Contract funds must be returned to the State.
- D. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Prosecuting Attorney and not processed for payment. Failure to comply with the provisions of this Contract may result in the denial of a claim for payment.

30. Renewal Option.

Deleted.

31. Severability.

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

32. Taxes.

The State is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Prosecuting Attorney as a result of this Contract.

33. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Prosecuting Attorney of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Prosecuting Attorney shall be compensated for services properly

rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Prosecuting Attorney shall be compensated for services herein provided but in no case shall total payment made to the Prosecuting Attorney exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

34. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Prosecuting Attorney, the State may terminate this Contract in whole or in part if the Prosecuting Attorney fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Prosecuting Attorney will be liable to the State for any excess costs for those supplies or services. However, the Prosecuting Attorney shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Prosecuting Attorney and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

35. Travel.

Deleted.

36. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

37. Work Standards.

Deleted.

38. 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 *2022 SCM Template*) in any way except as follows: deleted paragraphs noted in the body of the document

A#A
%S!"&

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Prosecuting Attorney, or that the undersigned is the properly authorized representative, agent, member or officer of the Prosecuting Attorney. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Prosecuting Attorney, 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 Prosecuting Attorney attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

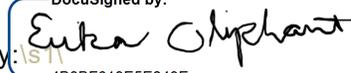
Agreement to Use Electronic Signatures

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 Prosecuting Attorney, the County Board of Commissioners 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, hereby agree to the terms hereof.

Monroe County Prosecuting Attorney

Indiana Family & Social Services Administration
Division of Aging

DocuSigned by:
By: 
4B3BF619E5E249E...


By: \s3\

Title: \t1\ Prosecuting Attorney

Title: \t3\

Date: \d1\ 7/25/2022 | 09:40 EDT

Date: \d3\

Monroe County Board of Commissioners

By: \s2\

Title: \t2\ President- Julie Thomas

Date: \d2\

Approved by: Indiana Office of Technology -- N/A By: N/A (for) Dew and Neely, Chief Information Officer	Electronically Approved by: Department of Administration By: Rebecca Holwerda, Commissioner (for)
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Approved as to Form and Legality: Office of the Attorney General Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on July 8, 2022 FA 22-25

EXHIBIT A
DUTIES OF THE MONROE COUNTY PROSECUTING ATTORNEY ("PROSECUTING ATTORNEY")

Pursuant to Indiana Code §12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." IC §12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf to fulfill the requirements of IC §12-10-3-7 and 455 Indiana Administrative Code 1-2, as detailed in this document.

A. Purpose.

1. The Prosecuting Attorney shall maintain or establish and supervise an APS unit within the designated service area, as set forth in the contract to ensure:
 - a. Initiation of consistent and efficient procedures to protect the endangered adult through intake, investigation, protective services, care planning and the facilitation of medical, social service, legal, economic and other supportive services, whereby the least restrictive protective services necessary will be made available to the endangered adult.
 - b. Procurement and facilitation of emergency services and housing when an endangered adult is in a "life threatening emergency," as defined by IC §12-10- 3-2 and IC §12-10-3-4, and requires APS intervention.
 - c. Monitoring of protective services provided to an endangered adult to determine the implementation and effectiveness of the services.
 - d. Establishment and implementation of a consultation and review process between the investigator and the unit director, and documentation in the case file, at the following key case decision points: case assignment, investigation planning, determination of findings, service planning, legal intervention, and case closure as appropriate in the individual case.

B. Staffing.

1. The Prosecuting Attorney agrees to provide a minimum of one (1) full-time equivalent APS investigator to investigate complaints, reports and referrals of alleged battery, neglect or exploitation of endangered adults, as those terms are defined in I.C. ch.12-10-3. If the Prosecuting Attorney employs more than one APS investigator, the Prosecuting Attorney shall designate one (1) investigator as the APS unit director responsible for unit administration and supervision of assigned APS staff.
2. The Prosecuting Attorney shall designate a point of contact, in writing, and if no point of contact is specified the unit director will serve as the FSSA's point of contact regarding adult protective services issues. This designation authorizes the point of contact to speak for and make recommendations on behalf of the Prosecuting Attorney, to participate in collaborative working groups with the FSSA to improve APS policy, processes and technology. At the option of the Prosecuting Attorney, Prosecuting Attorneys will be copied on APS emails.
3. The Prosecuting Attorney shall ensure that all APS staff are employees of the Prosecuting Attorney's Office.
4. Only APS unit directors, APS investigators, data intake specialists, APS case monitors, or attorneys performing APS services will be funded by this Agreement. No other type of

EXHIBIT A
DUTIES OF THE MONROE COUNTY PROSECUTING ATTORNEY ("PROSECUTING ATTORNEY")

staff function will be funded by this contract without the express written consent of the Executive Director, Division of Aging.

5. The Prosecuting Attorney shall establish, in writing, the cost allocation for all shared employees.
 - a. A shared employee is one who splits the employee's time between APS duties and other duties within the county prosecutor's office.
 - b. The cost allocation will document the basis for the allocation. The basis is the average hours per week devoted to APS tasks. For example, if an administrative assistant or deputy prosecutor is a full-time employee, and is devoting an average of twenty (20) hours per week to APS tasks, 50% of the employee's salary can come from the APS account.
 - c. Proper cost allocation is subject to FSSA audit.

C. Duties.

1. The Prosecuting Attorney will perform, in good faith, the duties under IC §12-10- 3-8 and 455 IAC 1-2-5.
2. The Prosecuting Attorney, in compliance with IC §12-10-3-7(b), will abide by the notification provisions provided in IC §12-10-3-21(4) and IC §12-10-3-28(b)(5) pertaining to a petition for an emergency protective order for an alleged endangered adult or a petition to require an alleged endangered adult to receive protective services.
3. The Prosecuting Attorney will comply with all statements, assurances and provisions set forth in any request for proposal, plan, budget, or other documents submitted and approved by the State for the purposes of obtaining funding under this Agreement.
4. The Prosecuting Attorney shall require all investigators to carry photo identification with the county prosecutor's signature for the purpose of public identification with the Adult Protective Services program. Identification cards are available upon request from the Indiana Prosecuting Attorneys Council.
5. The APS staff will participate in training held by the State APS Program. The FSSA shall provide notification of any planned training to APS staff ninety (90) day prior to the training, at minimum.
6. The Prosecuting Attorney shall ensure that all calls received by the unit are entered into the CMS the day of receiving the call or by the next working day.
7. The Prosecuting Attorney shall ensure that data entry, relative to investigations, calls for service, and intake reports, concerning battery, neglect and exploitation, are entered into the FSSA's prescribed computer software management system in accordance with prescribed guidelines and entered within seventy-two (72) hours after determining whether the status of the case is substantiated or unsubstantiated.
8. The Prosecuting Attorney shall submit to an audit as requested by FSSA of funds paid through this Contract, and shall make all books, accounting records and other documents, excluding confidential criminal investigation/justice information, available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the FSSA or its authorized designee. Copies shall be furnished to the FSSA at no cost. All case files shall remain confidential and within the prosecutor's office.

EXHIBIT A
DUTIES OF THE MONROE COUNTY PROSECUTING ATTORNEY ("PROSECUTING ATTORNEY")

D. Emergency Services and Housing.

1. The Prosecuting Attorney will, as emergency funds allow, facilitate emergency services and housing to be provided to endangered adults in a "life threatening emergency," as defined in IC §12-10-3-2 and IC §12-10-3-4, and including but not limited to the following: legal services, transportation, food, clothing, utilities, physical or psychological evaluations, environmental modifications, pest control, and temporary placement in a nursing or residential care facility or motel.
2. Emergency funds shall be used exclusively for emergency services and housing.

E. Information Technology and Communications.

1. The Prosecuting Attorney will provide all APS staff internet access capabilities, including computer hardware and software necessary to provide computer network capabilities.
2. The Prosecuting Attorney will provide a telephone/answering system to receive reports of suspected neglect, battery or exploitation to prevent missing "reports of abuse, neglect or exploitation" calls.

F. Program Monitoring by the State.

1. The FSSA may conduct on-site or off-site monitoring reviews of the Program during the term of this Agreement and for up to 90 calendar days after it expires or is otherwise terminated. The Prosecuting Attorney shall extend its full cooperation and give full access to the Program site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
 - a. Whether Program activities are consistent with those set forth in paragraph 1, Purpose of the Agreement, Funds, and the terms and conditions of the Agreement;
 - b. The actual expenditure of state, local and/or private funds expended to date on the Program is in conformity with the amounts for each Budget line item as set forth in Exhibit C and that unpaid costs have been properly accrued; and
 - c. The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement.

EXHIBIT B

DUTIES OF THE INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION, DIVISION OF AGING ("FSSA")

Pursuant to Indiana Code § 12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." Ind. Code § 12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf as the APS entity for the Designated Service Area to fulfill the requirements of IC § 12-10-3-7 and 455 IAC 1-2, as detailed in this Exhibit.

A. Purpose.

1. The FSSA will administer the APS program in partnership with the APS Hub Prosecutors, the Indiana Prosecuting Attorneys Council, and other stakeholders.

B. Duties.

1. The FSSA will perform the duties required of it under Indiana Code §12-10-3-8 and 455 IAC 1-2-4.
2. The FSSA will assist with maintaining the program's compliance with applicable state and federal standards.
3. The FSSA will maintain an office for APS within its Division of Aging with its Director serving as the primary point of contact for the Prosecuting Attorney and his/her APS unit staff.
4. The FSSA will provide training and technical assistance relevant to the delivery of APS and designed to ensure APS personnel have the most current information available on investigatory techniques, resources to assist endangered adults, and other matters affecting Indiana's adult population and the delivery of APS, pursuant to 455 IAC 1-2-4(4).
5. The FSSA will maintain a statewide toll-free telephone line that is open to receive reports of suspected neglect, battery, or exploitation twenty-four (24) hours a day, seven (7) days a week, pursuant to Ind. Code§12-10-3-12(1).
 - a. The FSSA will ensure individuals who take reports through the statewide toll-free telephone line are trained to recognize neglect, battery, or exploitation; and,
 - b. The FSSA will ensure, when neglect, battery, or exploitation are suspected, that, notwithstanding Ind. Code§12-10-3-18, all available information on the incident will be transferred as soon as possible to the Prosecuting Attorney and his/her APS unit staff.
6. Based on data submitted to the FSSA related to emergency placement services, FSSA will reimburse the APS Program 50% of the Program's total Medicaid eligible expenses through federal Medicaid reimbursements, pursuant to 42 CFR 433.15.
7. The FSSA will coordinate with the Prosecuting Attorney and his/her APS unit staff and provide information needed regarding the placement and care of endangered adults necessary for the Prosecuting Attorney to fulfill his/her obligations under this agreement, pursuant to I.C. §12-10-3-8(2)(B).
8. The FSSA will coordinate with and enter into agreements, when appropriate, with other Indiana state and local agencies to ensure services are in place so the Prosecuting Attorney may fulfill his/her obligations under this agreement, pursuant to 455 IAC 1-2-3.

EXHIBIT B

DUTIES OF THE INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION, DIVISION OF AGING ("FSSA")

9. The FSSA shall provide non-identifying statistical reports to assist the Prosecuting Attorney and APS unit staff in tracking and monitoring APS cases, pursuant to Ind. Code§12-10-3-13.
10. The FSSA, in collaboration with the Indiana Prosecuting Attorneys Council, shall establish performance standards and time periods for the performance of APS unit duties that align with what is reasonably necessary to measure program outcomes and to meet state and federal requirements, pursuant to Ind. Code§12-10-3-12(2) and 455 IAC 1-2-4 (2).
11. The FSSA will defer to the decision of the Prosecuting Attorney with respect to those matters addressed in I.C. §§ 12-10-3-20, 12-10-3-27 (injunctions), 12-10-3-21 (involuntary protective services), and 12-3-10-28 (emergency protective orders).
12. The FSSA acknowledges that the Prosecuting Attorneys are bound by the Indiana Rules of Professional Conduct, such as those regarding extrajudicial statements.
13. The FSSA may conduct on-site or off-site monitoring reviews of the program during the term of the agreement and for up to 90 calendar days after it has expired or is otherwise terminated. The purpose of the review is to determine, among other things:
 - a. Whether program activities are consistent with program purpose, funding applicability, and the terms and conditions of this Contract
 - b. Actual expenditures of state and local funds expended to date on the program are in conformity with the amounts for each Budget line item set forth in Exhibit C and that unpaid costs have been properly accrued; and
 - c. The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement

**EXHIBIT C
BUDGET**

MONROE COUNTY PROSECUTOR

Item Description	Start Date	End Date	Unit of Measure	Total
SFY 23 Adult Protective Services*	7/1/2022	6/30/2023	Actual Cost	\$ 262,374.10
SFY 23 Emergency Services & Housing	7/1/2022	6/30/2023	Actual Cost	\$ 13,492.69
Total				275,866.79

* Maximum allowable total for SFY 23 Adult Protective Services

EXHIBIT D
APS UNIT'S COUNTIES OF SERVICE FY 2023

Unit 1	Lake		Unit 6	Madison		Unit 12	Dearborn
				Blackford			Fayette
Unit 1a	LaPorte			Delaware			Franklin
	Jasper			Grant			Jefferson
	Newton			Henry			Ohio
	Porter			Jay			Ripley
	Pulaski			Randolph			Rush
	Starke						Switzerland
			Unit 7	Vigo			Wayne
Unit 2	St Joseph			Clay			Union
	Elkhart			Parke			
	Kosciusko			Putnam		Unit 13a	Daviess
	Marshall			Sullivan			Dubois
				Vermillion			Greene
Unit 3	Allen		Unit 8	Marion			Knox
	Adams			Boone			Martin
	DeKalb			Hamilton			Pike
	Huntington			Hendricks		Unit 13b	Vanderburgh
	LaGrange						Gibson
	Noble		Unit 8b	Shelby			Perry
	Steuben			Hancock			Posey
	Wells			Johnson			Spencer
	Whitley						Warrick
Unit 4	Tippecanoe		Unit 10	Monroe		Unit 14	Clark
	Benton			Morgan			Floyd
	Carroll			Owen			Harrison
	Clinton						Scott
	Fountain		Unit 11	Bartholomew		Unit 15	Washington
	Montgomery			Brown			Crawford
	Warren			Decatur			Lawrence
	White			Jackson			Orange
Unit 5	Cass			Jennings			
	Fulton						
	Howard						
	Miami						
	Tipton						
	Wabash						



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This request is to approve the consultation proposal from Mann Plumbing, to assist in the planning, design, and budget costing for new solar installations and the expansion of existing solar installations at various County facilities. Rate of consult is \$100 p/hr per consultant. In an amount not to exceed \$5,000.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="\$5,000"/>
		<input type="text" value=""/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



June 28, 2022

Monroe County Commissioners
Attn: Greg Crohn

Proposal for design and budget pricing for County solar goals

MPI Solar will assist Mr. Crohn and county commissioners with their efforts to plan, design, and provide budget costing for various solar and renewable energy projects at desired locations.

Rate to consult, design, recommend products, and calculate costs on a per hour basis

\$ 100.00 per hour per consultant, to be billed to Commissioners periodically.

Estimated total to review projects, provide estimated costs, provide options for equipment, and formulate a report \$ 5,000.00

Prepared by:

David Mann
MPI Solar
Bloomington, IN
Ph 812-334-4003



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

07/13/22

Formal

Work session

Department

Technical Services

Title to appear on Agenda:

Ratification of Toshiba Business Solutions lease agreement

Vendor #

TBD

Executive Summary:

This request is to approve the proposed 5yr. lease agreement to supply and service one (1) Toshiba e-Studio copier, in the additional office space located on the newly renovated floor of the Highway Garage. Cost of lease is extended over Sixty (60) monthly payments of \$96.30, with a one time origination fee not to exceed \$99. Quarterly charges for copying and printing based per unit, are at the rates of \$.0024 for B&W, and \$.028 for color.

Fund Name(s):

County General

Fund Number(s):

1000

Amount(s)

\$5,877.00

Presenter:

Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:

Baker, Lee

TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment.
- 2. Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- 3. Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.



AIMS MAINTENANCE CONTRACT

MAS-4.0.0

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Jim Williams

Install Date

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name: COUNTY OF MONROE			
Address: 501 North Morton Street		Phone #: +1.812.349.2522	Ext. Fax #: +1.812.332.8511
Address 2: Suite 200		Contact: Greg Crohn	
City: Bloomington		State: IN	Zip: 47404
email: gcrohn@co.monroe.in.us			

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Electronic Invoicing: No	Invoice Location: Customer Address	Term: 60 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Mono Pool	CPP	0	Images	\$0.00	Quarterly	\$0.00240	Quarterly
Color Pool	CPP	0	Images	\$0.00	Quarterly	\$0.02800	Quarterly
Rates Locked for Term of Lease							
Maintenance CPC Rate							
Includes All Service, Supplies							
Parts and Labor including							
Staples.							
(Excludes Paper)							
Total Minimum Payment				\$0.00			

DECLINATION

Customer is declining maintenance on the equipment listed on the attached agreement.

Printed Name:	Signature:
Title:	Date:

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Privacy Notice: By your signature below, you hereby consent to allow TABS to remotely retrieve usage information for billing purposes. The information retrieved may be shared with third parties for processing purposes and shall be limited to the number of copies and scans made by model and serial number, and the location of the device.

Customer: COUNTY OF MONROE	Toshiba Business Solutions		
Printed Name: Julie Thomas	Printed Name:		
Signature:	Signature:		
Title: President, Monroe County BoC	Date:	Title:	Date:

TERMS AND CONDITIONS (CONTINUED)

- 1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
- 2. Term.** This Contract will remain in force for 60 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
- 4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
- 5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
- 6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.
- Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.
- 7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner. Unless otherwise noted, OEM toner will be used.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
- 8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
- 9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
- 10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
- 11. MOVES/ADDS/CHANGES.** In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.
- 12. EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
- (b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 13. CUSTOMER OWNED EQUIPMENT.** (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.
- 14. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
- 15. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- You hereby consent to receive electronic marketing communication on Toshiba products and services.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



DELIVERY AND ACCEPTANCE CERTIFICATE



ACCOUNT DETAILS

Re: Agreement / Schedule / Supplement Number: ("Contract")

Legal Company Name: COUNTY OF MONROE ("Customer")

Name: ~~Eric Eyan~~

This certificate of Delivery and Acceptance to the lease, loan, rental or other form of financial services agreement described above ("Contract") is by and between Toshiba Financial Services and the Customer identified above.

Customer, through its authorized representative, hereby certifies Toshiba Financial Services and any assignee of Toshiba Financial Services with respect to the Contract that:

1. The equipment ("Equipment") identified on the Contract, including in any Equipment list attached to the Contract ("Contract Equipment List") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Contract.
2. In the event of inconsistencies between the Contract Equipment List and the list of Equipment provided to Toshiba Financial Services by the Supplier of the Equipment, Customer authorizes Toshiba Financial Services to correct the Contract Equipment List and substitute the Equipment identified in such corrected Contract Equipment List as the "Equipment" accepted under the Contract.
3. All of the Equipment has been inspected and is (a) complete, (b) fully functioning, and (c) in good working order.
4. The Equipment is accepted for all purposes under the Contract as of the Acceptance Date below.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. IN WITNESS WHEREOF, Customer's duly authorized representative has executed this Acceptance Certificate as of the Acceptance Date.

Julie Thomas	Signature: X	Title: President-Monroe County BoC	Date:
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REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)



FINANCIAL SERVICES

AGREEMENT NUMBER

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency: Hylant Corporation	Toshiba e-STUDIO5015AC
Agent: Karen Crosby	
Address: 100 S. College Avenue STE 230 Bloomington IN 47404	
Phone: 812-333-3239	
Fax: 812-333-3068	
E-mail: Karen.Crosby@Hylant.com	

Insurable Value: \$38,205.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

1. **Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.

2. **The Certificate Holder on the above-referenced policies shall be listed as follows:**

Toshiba Financial Services and/or its assigns
1310 Madrid Street, Suite 101
Marshall, MN 56258
Signature

3. Please e-mail a copy of the above-referenced Certificates of Insurance to _____, and Chief Underwriting Office@Toshiba.com, referencing Application # _____ on the cover sheet, as soon as possible. If you have any questions, please contact us at: 800.828.8246, ext. 1513727.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

County Of Monroe- Monroe County BoC

Customer

X

President- Monroe County BoC

Title

Date

*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.

AM-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Jim Williams

CUSTOMER INFORMATION

Customer Name: COUNTY OF MONROE	Customer Contact: Greg Crohn		
Billing Address: 501 North Morton Street	Phone #: +1.812.349.2522	Ext.	Customer PO #:
Suite #: Suite 200	Meter Contact: Wendy Goss		Meter Phone: +1.812.349.2522
City: Bloomington	State: IN	Zip: 47404	Meter Email: wgoss@co.monroe.in.us

METER COLLECTION CHOICES:



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: Yes No

Upon receipt of first TFS Lease invoice, visit www.financing.eportaldirect.com or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:
PDF copy of invoice sent to email listed below

Invoice Portal Access:
Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: wgoss@co.monroe.in.us

CUSTOMER ACCEPTANCE:

Print Name: Greg Crohn

Signature: *Gregory S. Crohn*

Title: Chief Technology Officer/Director Date: 8Jul2022



CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Jim Williams

CUSTOMER INFORMATION

Customer Name: COUNTY OF MONROE	Customer Contact: Greg Crohn	
Billing Address: 501 North Morton Street	Phone #: +1.812.349.2522 Ext.	Customer PO #:
Address 2: Suite 200	IT Contact: Greg Crohn	IT Phone #: +1.812.349.2522
City: Bloomington State: IN Zip: 47404	eMail: gcrohn@co.monroe.in.us	

CONNECTIVITY OPTIONS (Check All That Apply)

OPTION A: Network Administrator Integration and Training FREE (\$400 VALUE)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

OPTION B: Custom Network Integration - Variable / Additional Charges

	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes. By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Julie Thomas	Signature: X	Title: President Monroe County BoC	Date:
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DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATE AND LOCAL GOVERNMENT ADDENDUM



FINANCIAL SERVICES

AGREEMENT NUMBER

App # 2908338

Addendum to Agreement # 2908338 and any future supplements/schedules thereto, between COUNTY OF MONROE, as Customer ("Customer") and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates

the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

with the covenants, terms and conditions of this Agreement: (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to your interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

5. If you are a political subdivision of the State of Arizona, the following applies: We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

7. If you are a political subdivision of the State of Florida, the following applies: We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

9. If you are a political subdivision in the State of Georgia, the following applies: You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

10. If you are a school district in the State of Georgia, the following applies: The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

11. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

12. If you are a political subdivision of the State of Kansas, the following applies: We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

COUNTY OF MONROE

Customer

X
Signature

President -Monroe County BoC

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF MONROE</p> <p>2 Business name/disregarded entity name, if different from above</p>	
		<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions. 501 North Morton Street Suite 200</p> <p>6 City, state, and ZIP code Bloomington, IN 47404</p>	<p>Requester's name and address (optional)</p>
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	5	-	1	7	3	2	4	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This item is to ratify the Soft Choice agreement to renew licensing for our Sophos Antivirus software. Licensing is for 800 units at a cost of \$62.49 per, and covers a period of three (3) years ending 24 July 2025.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138"/>	<input type="text" value="\$54,581.5"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Greg Crohn"/>	<input type="text" value="812-606-0831"/>

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

Attorney who reviewed:



Softchoice
 20 Mowat Avenue
 Toronto, ON M6K 3E8

Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-1086372
Date	18-Jul-2022

Quote

Ship To :

County Of Monroe
 501 N MORTON ST
 RM 200
 BLOOMINGTON, IN 47404

Bill To:

County Of Monroe
 119 W 7TH ST
 RM 22
 BLOOMINGTON IN
 47404

Quote Prepared For

County Of Monroe

Phone:

Email:

Quote Sent By

Nadia Tsinokas

ntsi@softchoice.com

Phone: 416-588-9002

Fax:

Comments

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Unit Price	Extended Price
2000079021	CAEJ3GTAA	Sophos Central Intercept X Advanced with XDR - subscription license renewal (3 years) - 1 user	800	Upfront	25-Jul-2022	24-Jul-2025	\$62.49	\$49,992.00
2000400489		License L0004839577						

2000203787	CSIF3GTAA	Sophos Central Intercept X Advanced for Server with XDR - subscription license renewal (3 years) - 1 server	45	Upfront	25-Jul-2022	24-Jul-2025	\$101.99	\$4,589.55
2000400489		Replacing existing License D522174125 for 45 Central Intercept X Advanced for Server						
SUBTOTAL								\$54,581.55
DELIVERY: Ground - 3 to 5 days								\$0.00
State Tax								\$0.00
TOTAL								\$54,581.55
All currency in this quote is in (USD).								

Pricing, availability and special offers are subject to change at any time.

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:

<https://www.softchoice.com/softchoice-terms-and-conditions-for-products>

Signature :

Name : Julie Thomas

Title : President, Monroe County Board of Commissioners

Date : 18 July 2022

PO# : {{PO_es_:_signer1}}



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

07/27/22

Formal

Work session

Department

Technical Services

Title to appear on Agenda:

Request to approve AT&T change order for phone system hardware

Vendor #

25089

Executive Summary:

We have exceeded the carrying capacity of the current hosted voice service hardware in the County Courthouse. This has resulted in repeated service outages and dropped calls. This request is to approve the AT&T change order to upgrade our current hardware to a unit that will carry the current load and afford room for expansion. Installation and configuration of the new hardware as well as three (3) years of maintenance are included.

Fund Name(s):

Cumulative Capital

Fund Number(s):

1138

Amount(s)

\$9357.94

Presenter:

Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

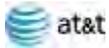
Greg Crohn

Phone Number(s)

812-606-0831

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

Attorney who reviewed:



**AT&T Network Integration
Change Order Request**

Agreement No.: MA UA 201409294267UA
AT&T Network Integration Tracking ID: GBS192299-9
Date: 06/17/2022

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
Monroe County Government	AT&T	Name: Jeff Jordan
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 100 W. Kirkwood City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 240 N. Meridian St, Room 1111 City: Indianapolis State / Province: IN Country: USA Domestic / Intl / Zip Code: 46204 Email: jj1535@att.com SCVP Name: Dan Sisson
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Wendy Goss Title: Telecommunications/Office Manager Telephone: 812-349-2130 Email: wgoss@co.monroe.in.us	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: SK Jaswal Telephone: 609-785-5134 Email: sj1462@att.com
CUSTOMER Billing Address		
Street Address: 501 N Morton, Room 200 City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404		

This AT&T Network Integration Services Change Order Request ("Change Request") is an attachment to the AT&T Network Integration NI Pricing Schedule dated June 13, 2014.

To the extent any terms set forth in this Change Request conflict with those of the document indicated in the preceding paragraph, or those of the Statement of Work, the order of priority shall be with respect to the AT&T Network Integration Services provided hereunder: (1) this Change Request; (2) the Statement of Work; (3) the applicable document indicated in the previous paragraph.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by 07/16//2022.

AGREED:
CUSTOMER: Monroe County Government

AGREED:
AT&T

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTUID: SJ1462



**AT&T Network Integration
Change Order Request**

AT&T CHANGE ORDER REQUEST FORM

Change Request Number: 9 to NI Pricing Schedule dated: June 13, 2014.

AT&T Requestor:	Suresh Jaswal	NI Tracking #:	GBS192299-9
Title:	Sales Executive 2 IS/sj1462	Date of Request:	06/17/2022

Nature of the Change Request: HVS add-on equipment, maintenance, and professional services.

Pricing Table

One-Time Charges Equipment and Maintenance

Product ID	Description	# Units	Unit Price	Total Price
900 0112 170	Mediant 4000 DP Enterprise Session Border Controller (ESBC) - 100 SIP sessions, scalable to 1000 sessions. 500 Registrations. Dual PS. (APPLIANCE)	1	\$ 5,147.40	\$ 5,147.40
909 0112 170 03	Three Years Maintenance for Part Number 900 0112 170	1	\$ 3,196.54	\$ 3,196.54
Total Price Equipment and Maintenance				\$ 8,343.94

One-Time Charges Professional Services

Description	# Units	Unit Price	Total Price
Provisioning Service, Basic eSBC Configuration and Routing Setup, One-Time	1	\$ 203.00	\$ 203.00
Labor, Remote CPE Installation Support, As-Scheduled (4hr block) - Scope Dependent, custom quote or JCO required for additional site installation.	1	\$ 811.00	\$ 811.00
Total Price Professional Services			\$ 1,014.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On 06-15-22, the Monroe County Park and Recreation Board approved to hire BRCJ to perform a staked survey of an easement that pertains to the Karst Farm Greenway and Oshkosh property.

The survey is needed in order to provide Greenway and tree maintenance within the easement.

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:

Agreement for Services

Agreement made between Bledsoe Riggert Cooper and James ("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:

The terms of the agreement enlist Contractor to perform land surveying. The following terms shall apply:

1. **Scope of Project, Price, and Expiration Date.** The Contractor shall perform a staked survey of the Oshkosh easement, Monroe County, Indiana. Contractor shall insert a metal stake at each corner boundary and wooden lathes as needed. See "Exhibit A" for sketch of easement and Grant of Easement for Recreational Trail. Exhibit A is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Agreement 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 stated below in two counterparts, each of which shall be deemed an original.

Marty James PS
Marty James PS
Bledsoe Riggert Cooper James

07/13/2022
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

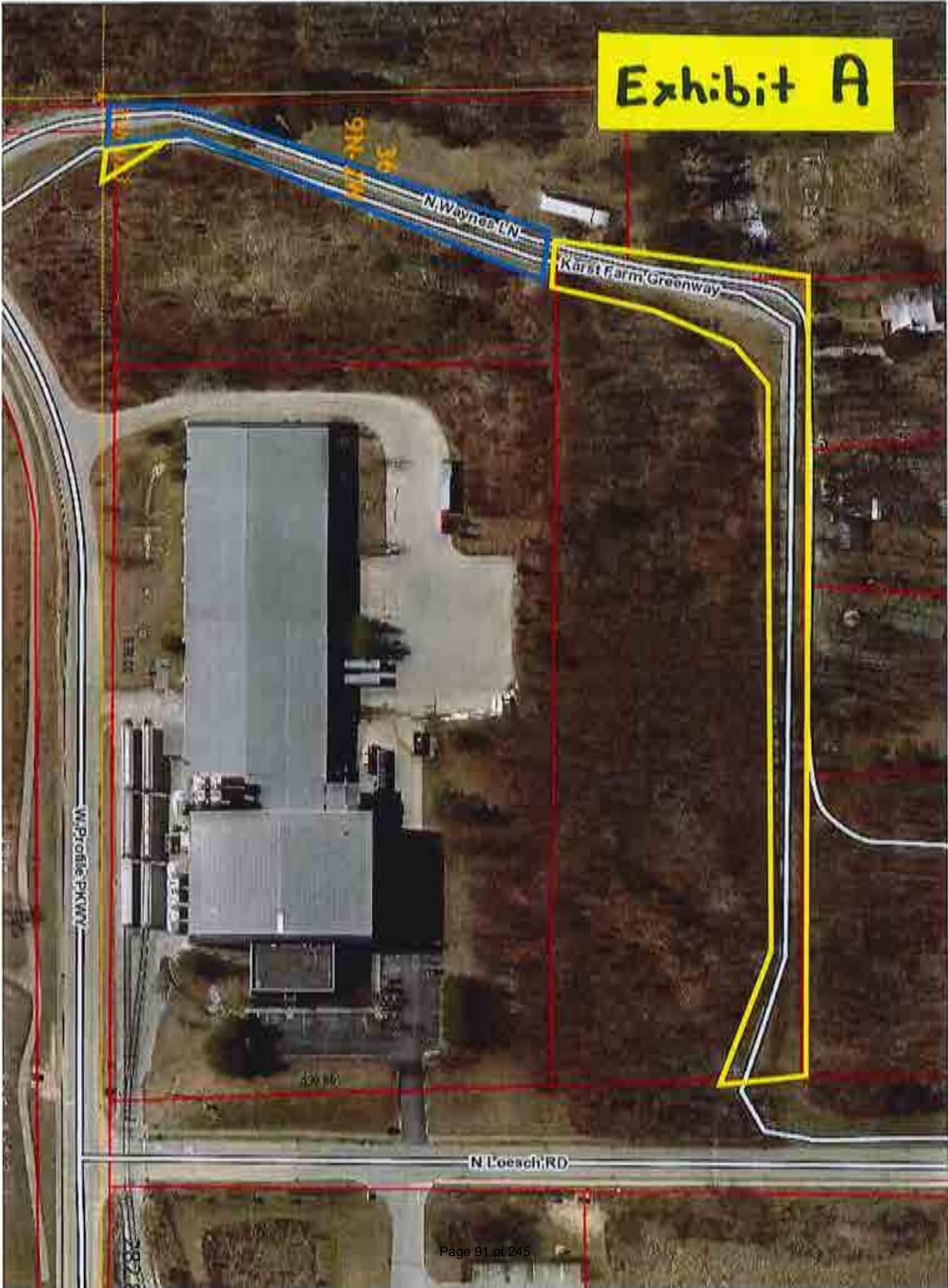
Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Exhibit A



2010018933 EASE \$0.00
12/08/2010 10:26:57A 9 PGS

Monroe County Recorder IN
Recorded as Presented

Project: 0600370, Karst Farm Trail

Parcel: 12

Prior Deed Reference: 2001016344 & DR 439, pg 495

GRANT OF EASEMENT FOR RECREATIONAL TRAIL

This Grant of Easement for Recreational Trail (the "Easement") is made this 10th day of NOVEMBER, 2010 by and between OSHKOSH, LLC, AN INDIANA LIMITED LIABILITY COMPANY, ("Grantor") and the BOARD of COMMISSIONERS of MONROE COUNTY 100 W. Kirkwood Ave., Rm 209 Bloomington, in the State of Indiana ("Grantee").

WITNESSETH:

1. Subject Matter of Declaration. Grantor is the owner of certain real estate identified in Exhibit A (hereafter referred to as "Grantor's Property") and Grantor intends to convey an easement on, over, under and across a portion of Grantor's Property as shown in Exhibit B (hereafter referred to as the "Recreational Trail Easement Property") for construction, use and maintenance of a linear park/recreational trail, subject to the following terms and conditions. Linear park/recreational trail shall mean a public trail or path that is used for activities including, but not limited to, bicycling, exercising, walking, hiking, roller-blading and running on, over and across the Recreational Trail Easement Property.

2. Easement Grant. Grantor hereby grants, declares, creates and conveys a non-exclusive, perpetual easement on, over and across the Recreational Trail Easement Property for ingress, egress, construction, installation, maintenance, repair, replacement, use and enjoyment of walking trails, paths, common green space, landscaping, other recreational facilities and underground communication lines and related facilities and equipment located and/or constructed on the Recreational Trail Easement Property (the "Recreational Facilities").

3. Construction, Use and Maintenance. Grantee shall have the right to construct, install, maintain, repair and/or replace the Recreational Facilities, recreational trail signage, furniture, and appurtenances, landscaping, trees, shrubs, other vegetation and underground communication lines and related facilities and equipment on and within the Recreational Trail Easement Property. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, roots, and/or other vegetation upon, under or over the Recreational Trail Easement Property. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Recreational Trail Easement Property and the adjoining land of Grantor during those times when Grantee is constructing, installing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Recreational Facilities.

4. Grantor's Use of the Recreational Trail Easement Property. Grantor covenants that Grantor shall have no right to construct improvements, maintain any landscaping or remove any vegetation or improvements in, under, over or on the Recreational Trail Easement Property without the Grantee's prior written consent. Grantor shall not place, or permit the placement of, any obstructions which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction at Grantor's expense. Grantor shall not, without the prior written consent of Grantee, (a) construct or install, or permit the construction or installation of, any building, house, or other above-ground structure, or portion thereof, upon the Recreational Trail Easement Property; or (b) excavate or place, or permit the excavation or placement of, any dirt or other material upon or below the Recreational Trail Easement Property.

5. Easement Appurtenant. This Easement and the terms and conditions stated herein shall be appurtenant to, imposed upon, applied to, and run with the Grantor's Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns in accordance with the provisions hereof.

6. Modification. The parties agree that this Easement constitutes the only agreement between the parties hereto with respect to the subject matter hereof, and that this Easement may not be changed, modified or terminated except by a written instrument signed by each of the parties hereto.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana.

8. Counterparts. This Easement may be signed in one or more counterparts, which when taken together with all other counterparts, shall constitute one and the same instrument.

9. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and reasonable attorneys' fees, which at any time after execution of this Easement may be brought, alleged or imposed upon the Grantor and that relates to and/or arises out of the Grantee's maintenance, repair or use of the Recreational Facilities. Notwithstanding the above, Grantee's indemnification obligations do not include any liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence or misconduct of Grantor, or any of its employees, contractors, agents, invitees, licensees or assigns.

10. Authority. Grantor represents and warrants to Grantee that Grantor is the fee simple owner of the property on which the Recreational Trail Easement Property is located subject to all existing liens and further certifies that Grantor is authorized to grant, execute and deliver this Easement.

11. Enforcement. Each party shall have the right to enforce the terms of this Easement in accordance with all remedies available both at law and in equity.

12. Severability. If any part, term or provision of this Easement should be found to be invalid or unenforceable by any applicable law or court of applicable jurisdiction, that part, term or provision shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purpose thereof, and which is valid and enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

13. Notice. In the event there is an alleged violation of the terms and conditions set forth in this document, the non-violating party shall notify the violating party of the alleged violation in writing via certified mail, return receipt requested. The violating party shall have thirty (30) days from the date of receipt of such written notice to cure or remedy the alleged violation. Notice of an alleged violation shall be forwarded to the Grantor at the following address: 1720 N. Kinser Pike, Bloomington, IN 47404. Notice of an alleged violation shall be forwarded to the Grantee at the following address: Monroe County Board of Commissioners, Courthouse Room 322, Bloomington, IN 47404, with a copies of same being addressed to the Monroe County Attorney, Courthouse Room 220 and the Monroe County Engineer, Courthouse Room 323, Bloomington, IN 47404.

EXECUTED as of the date and year first above written.

The undersigned persons executing this deed represent and certify on behalf of the Grantor, that he/she is the Manager of the Grantor and has been fully empowered by the Grantor, to execute and deliver this perpetual easement grant and all other such instruments of transfer; that the Grantor is a Limited Liability Company in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full capacity to convey the real estate described; and that all necessary action for the making of this conveyance has been duly taken.

GRANTOR: Oshkosh, LLC, an Indiana Limited Liability Company

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 10th day of NOVEMBER, 2010.

[Signature]
Signature
Tim J. Mitchell, Member
Printed Name, Title

STATE OF INDIANA)
COUNTY OF MONROE)

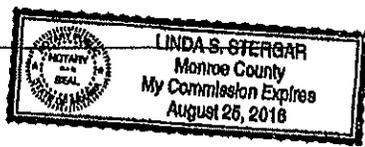
Before me, a Notary Public in and for said State and County, personally appeared Tim J. Mitchell, the Member
Name Title

of Oshkosh, LLC, an Indiana Limited Liability Company, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 10th day of NOVEMBER, 2010.

[Signature]
Signature:

My Commission expires _____

Printed Name: LINDA S. STERGAR


I am a resident of _____ County

GRANTEE: MONROE COUNTY BOARD OF COMMISSIONERS, Monroe County Indiana

By: [Signature]
Printed: PATRICK STOFFERS
Title: President

By: [Signature]
Printed: IRIS F. KIESLING
Title: Vice President

By: [Signature]
Printed: MARK STOOPS
Title: Member

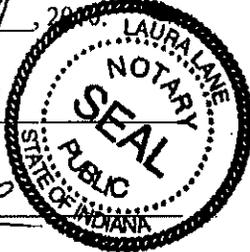
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Patrick Stoffers, Iris F. Kiesling & Mark Stoops, by me known and by me known to be the Board of Commissioners of Monroe County, Indiana, who acknowledged the execution of the foregoing Grant of Easement for Recreational Trail on behalf of Monroe County, Indiana.

WITNESS my hand and Notarial Seal this 3 day of December, 2009.

My Commission Expires: 10-10-17

[Signature]
Notary Public - Signature



My County of Residence: Monroe

Laura Lane
Notary Public - Printed

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Kevin W. Dogan

This instrument was prepared by Kevin W. Dogan, Monroe County Attorney, Monroe County Courthouse, Room 220, Bloomington, Indiana 47404.

EXHIBIT "A"

Project: 0600370
Parcel: 12 Permanent Easement
Form: PHE-1

Sheet: 1 of 2

A part of Lot 2A-2 in Oshkosh Subdivision, Amendment Two, the plat of which is recorded in Plat Cabinet C, Envelope 304 in the Office of the Recorder of Monroe County, Indiana; located in the northwest quarter of Section 36, Township 9 North, Range 2 West, Richland Township, Monroe County, Indiana and being that part of the grantors' land lying within the easement lines depicted on the attached Route Survey Plat marked Exhibit "B", described as follows:

Beginning on the south line of said lot North 89 degrees 42 minutes 47 seconds West (basis of bearings) 201.11 feet from the southeast corner of said lot, designated as point "7400" on said plat; thence North 89 degrees 42 minutes 47 seconds West 21.31 feet along the south line of said lot to the southwest corner of said lot; thence North 10 degrees 06 minutes 15 seconds East 80.31 feet along the west line of said lot to the point designated as "7401" on said plat; thence southeasterly 80.12 feet along an arc to the left having a radius of 185.00 feet and subtended by a long chord having a bearing of South 5 degrees 12 minutes 51 seconds East and a length of 79.50 feet to the POINT OF BEGINNING, containing 0.014 acres, more or less.

This description was prepared for the Monroe County Highway Department by Butler, Fairman & Seufert, Inc.

Given this 7th day of May, 2010.


James A. Butcher, L.S.
Registered Land Surveyor
State of Indiana, No. 29700005



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EXHIBIT "A"

Project: 0600370
Parcel: 12A Permanent Easement
Form: PHE-1

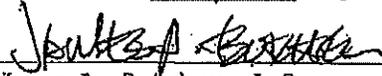
Sheet: 2 of 2

A part of Lot 1 in Wayne Tristler Addition, the plat of which is recorded in Plat Book 7, Page 208 in the Office of the Recorder of Monroe County, Indiana; located in the northwest quarter of Section 36, Township 9 North, Range 2 West, Richland Township, Monroe County, Indiana and being that part of the grantors' land lying within the easement lines depicted on the attached Route Survey Plat marked Exhibit "B", described as follows:

Beginning at the northeast corner of said Lot; thence South 0 degrees 51 minutes 25 seconds East (basis of bearings) 64.80 feet along the east line of said lot to the point designated as "7407" on said plat; thence North 89 degrees 21 minutes 17 seconds West 81.53 feet to the point designated as "7406" on said plat; thence North 54 degrees 54 minutes 59 seconds West 71.43 feet to the point designated as "7405" on said plat; thence North 89 degrees 55 minutes 35 seconds West 592.29 feet to the point designated as "7404" on said plat; thence South 50 degrees 15 minutes 53 seconds West 51.22 feet to the point designated as "7403" on said plat; thence South 10 degrees 27 minutes 21 seconds West 194.70 feet to the south line of said lot, designated as point "7402" on said plat; thence North 89 degrees 42 minutes 51 seconds West 24.79 feet along said south line to the southwest corner of said lot; thence North 15 degrees 05 minutes 15 seconds East 76.13 feet along the west line of said lot; thence North 9 degrees 37 minutes 55 seconds East 176.13 feet, continuing along the west line of said lot to the northwest corner of said lot; thence South 89 degrees 55 minutes 35 seconds East 781.53 feet along the north line of said Lot to the POINT OF BEGINNING, containing 0.636 acres, more or less.

This description was prepared for the Monroe County Highway Department by Butler, Fairman & Seufert, Inc.

Given this 7th day of May, 2010.


James A. Butcher, L.S.
Registered Land Surveyor
State of Indiana, No. 29700005

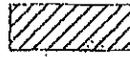


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PARCEL NO. : 12 & 12A
 PROJECT NO. : 0600370
 ROAD NAME : Karst Interurban Trail
 COUNTY : Monroe
 SECTION : 36
 TOWNSHIP : 9 North
 RANGE : 2 West

OWNER : Oshgosh, LLC
 INSTRUMENT NO. 2001016344, DATED 08/03/2001
 INSTRUMENT NO. 439-495, DATED 11/11/1995

DRAWN BY: JAB 5/06/2010
 CHECKED BY: JAB 5/07/2010
 SCALE: 1" = 200'
 SHEET 1 OF 2

 HATCHED AREA IS THE APPROXIMATE TAKING

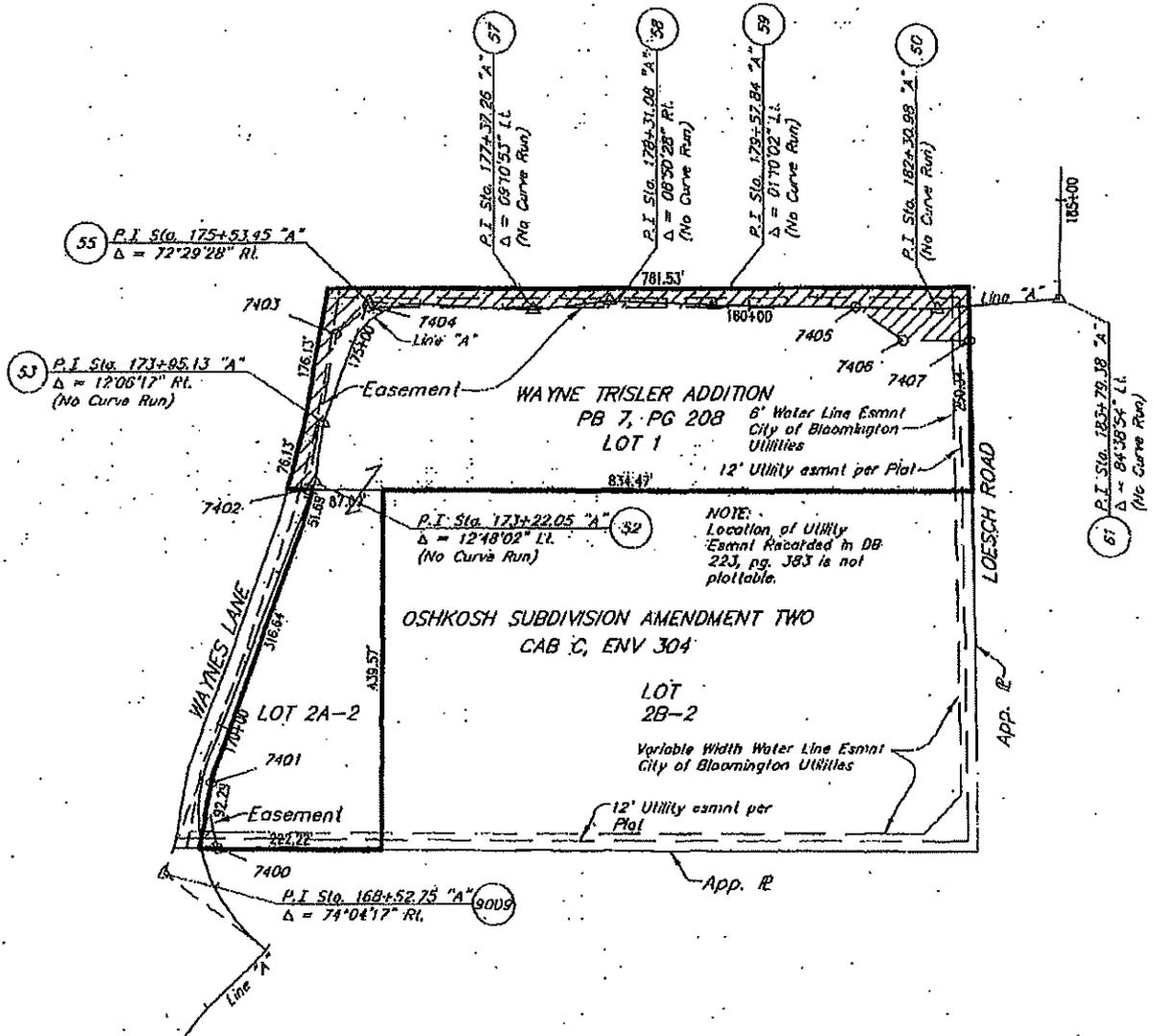
THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.



PARCEL NO. : 12 & 12A
 PROJECT NO. : 0600370
 ROAD NAME : Korst Interurban Trail
 COUNTY : Monroe
 SECTION : 36
 TOWNSHIP : 9 North
 RANGE : 2 West

OWNER : Oshgosh, LLC

DRAWN BY: JAB 5/06/2010
 CHECKED BY: JAB 5/07/2010
 SCALE: 1" = n/a
 SHEET 2 OF 2

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

PARCEL COORDINATE CHART					
POINT	STATION	OFFSET	CL	NORTH	EAST
7400	168+43.47	18.60	Rt. Line "A"	1429475.6510	3092001.2141
7401	169+29.77	11.49	Rt. Line "A"	1429554.8193	3091993.9896
7402	173+09.61	5.38	Lt. Line "A"	1429914.6631	3092111.1949
7403	175+01.28	23.61	Lt. Line "A"	1430106.1340	3092146.5291
7404	175+42.52	13.84	Lt. Line "A"	1430138.8749	3092185.9163
7405	181+30.78	0.76	Lt. Line "A"	1430138.1127	3092778.2101
7406	181+90.09	39.04	Rt. Line "A"	1430097.0577	3092836.6611
7407	182+67.72	41.99	Rt. Line "A"	1430096.1395	3092918.1890

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 9009, 52, 53, 55, 57, 58, 59, 60 AND 61

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES.

SURVEYORS STATEMENT

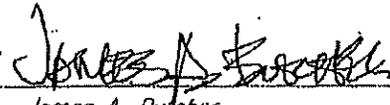
To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument # 2009021055 in the Office of the Recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

ROUTE SURVEY PLAT

Prepared for - Monroe County Highway Department
by Butler, Fairman and Seufert, Inc. (Job #4558)

Revised 5/06/2010



 5/7/10
 James A. Butcher
 L.S. 29700005 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 four Agreements listed, pertain to the construction of the Karst Farm Greenway and the Loesch Road trailhead improvements.

Due to the complexities of the railroad project and timing of vendor mobilization, Monroe County Parks & Recreation, Indiana Railroad, BRCJ, E & B Paving, and Department of Natural Resources all are recommending to extend the Agreement expiration dates and project completion dates to September 30, 2022.

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:

**ADDENDUM TO
SERVICE AGREEMENTS FOR E&B CONSTRUCTION**

This Addendum, consisting of three (3) pages, is to amend four (4) separate Agreements for Construction Services made and entered into between E& B Paving, LLC Company, Inc. (“Contractor”) and Monroe County Board of Commissioners (“Commissioners”) on behalf of the Commissioners and for the benefit of the Monroe County Parks and Recreation Department (“Parks”), who may collectively be referred to as “Monroe County.”

The Contractor and Commissioners mutually agree as follows:

1. The Contractor and the Commissioners entered into four (4) separate agreements for Construction services. These Agreements include:
 - A. Agreement for construction on the Southern Section of the Karst Farm Greenway from the Loesch Road Trailhead to Woodyard Road entered on January 26, 2022;
 - B. Agreement for the installation of a farm gate and excavating under bridge #4 of the Karst Farm Greenway south segment entered on February 16, 2022;
 - C. Agreement for culvert improvement and additional fencing on the Karst Farm Greenway north segment entered on April 27, 2022; and
 - D. Agreement for improvements to the Karst Farm Greenway Loesch Road Trial Head entered on June 8, 2022.

Table A summarizes additional details of these four (4) agreements including contract amount (incorporating the cost of change orders); the funding source; and the current expiration date.

Table A:

MCG Agreement#	Item	Amount including Change Orders as 07-20-22	Funding Source	Current expiration date	Amended expiration & project completion date
22-0018	South Construction	\$995,392.30	NLT 9107 grant & MCG match	08-01-22 (120 days from 04/01/22 Notice to Proceed date)	09-30-22
22-0050	Gate & excavation	\$4,200	G.O. Bond 4810-47151	09-01-22	09-30-22
22-0120	North culvert & fence	\$20,876.60	NLT 9107 grant & MCG match	08-31-22	09-30-22
22-0170	Loesch Rd. parking lot	\$26,350	G.O. Bond 4810-47157	09-01-22	09-30-22

2. Contractor has been unable to complete services under these four (4) Agreements by the current expiration date and seeks an extension to do so.
3. Commissioners and Contractor agree to extend the date of project completion for the services under these four (4) agreements and the date of expiration for the Agreements to *September 30, 2022*. Any additional request for extensions of contracted services under these Agreements must be in writing and by mutual consent of the parties.
4. Except as specifically changed or altered by this Addendum, the four (4) above referenced Agreements remain in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

THEREFORE, it is agreed as follows:

The Agreement expiration date and project completion date for the four (4) Agreements referenced above shall be extended to *September 30, 2022*, unless changed by mutual consent of the parties by written addendum to the respective Agreement.

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

Jeff Ooley

Print Name
Representative of E & B Paving, LLC

Jeff Ooley

Signature
Representative of E & B Paving, LLC

7/22/2022

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

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/27/2022

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

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

Title of item to appear on the agenda: Resolution 2022-19; Declaring Surplus Real Estate

Vendor # [] If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: NA

Fund Number NA

Amount: NA

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

Executive Summary:

This Resolution declares certain donated Real Property as Surplus. Included in that donation was the profile parkway extension, the road from the old GE Plant to Gates drive. When this was being discussed it was thought possible that a connection from the Profile Parkway extension to Jonathon Drive was something that could be funded to be constructed as part of the Profile Parkway extension. Long story short, the project costs went up and the Vernal Pike connector received over 7 million in INDOT support, so it was deemed inadvisable to complete the connector road at that time and risk losing the grant dollars. This Ordinance would allow the Commissioners to return the property to the owner.

Person Presenting: Jeff Cockerill/Angie Purdie

Department: []

Attorney who reviewed: Margie Rice

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

Submitted by: Jeff Cockerill

Date: 10/8/20

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

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

**RESOLUTION 2022-19
RESOLUTION CONCERNING SURPLUS RIGHT OF WAY**

A resolution to declare certain donated right of way property of Monroe County to be no longer intended to be used for the purpose it was donated, to be considered surplus property for purposes of disposal, and returned to the successor in interest.

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

WHEREAS the Board of Commissioners, pursuant to IC 36-1-11-14, may convey the property back to the original grantor or the grantor's successors with their consent without consideration;

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

1. Pursuant to IC 36-1-11-14, the property set forth in the attached exhibit B shall be considered surplus for purposes of disposal.
2. The property described in Exhibit B was donated to the County by ABB, Inc.
3. BB Profile LLC, is the successor in interest of the property.
4. The County has not spent funds to improve this property.
5. The property shall be returned, without consideration to BB Profile, LLC.
6. President of the Board of Commissioners is authorized to execute any documents advisable to effectuate this transfer.

Adopted this _____ day of _____, 2022.

MONROE COUNTY BOARD OF COMMISSIONERS

"YEAS"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

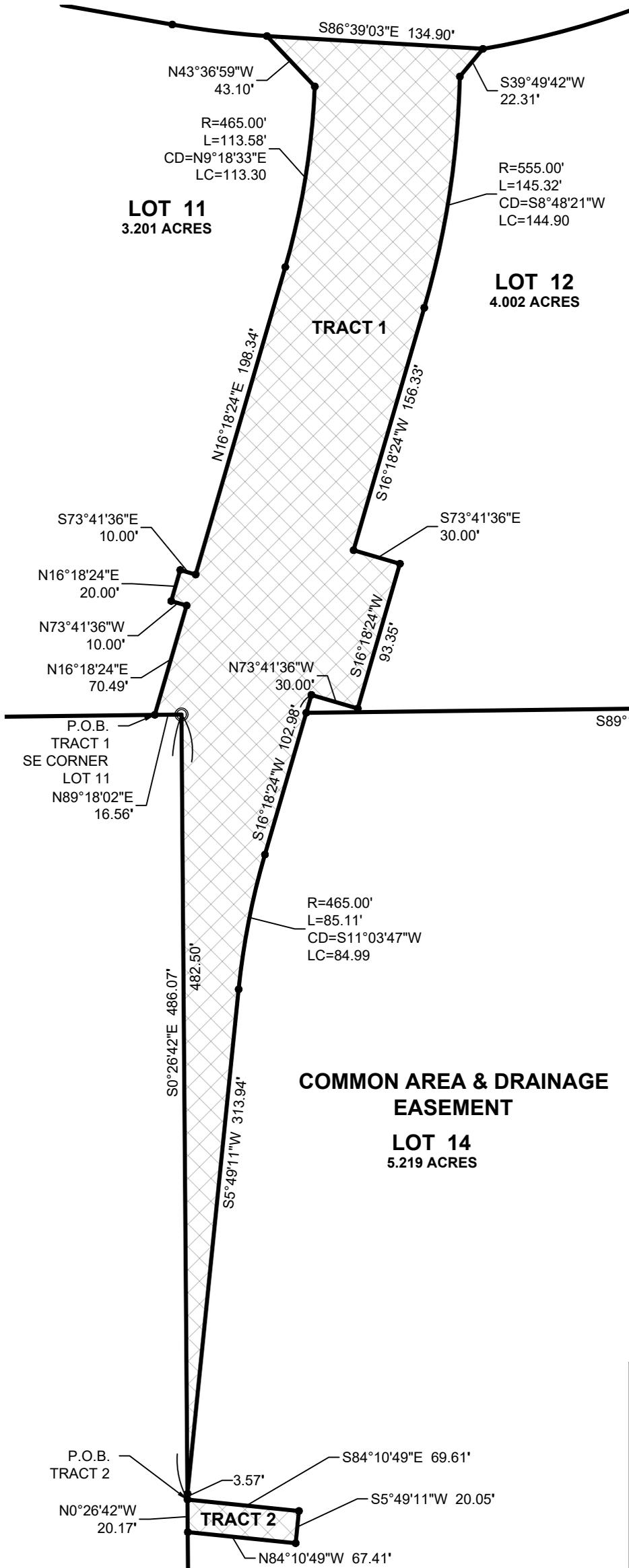
Lee Jones, Commissioner

ATTEST:

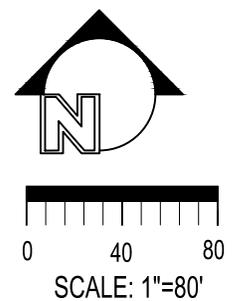
Catherine Smith, Monroe County Auditor

COUNTY: MONROE
 SECTION: 36-T9N-R2W
 DATE: 11-04-2021

EXHIBIT B RIGHT OF WAY



NOTE:
 THIS EXHIBIT WAS PREPARED
 BASED UPON DOCUMENTS
 OBTAINED FROM THE OFFICE
 OF THE RECORDER OF
 MONROE COUNTY, AND OTHER
 SOURCES AND IS NOT
 INTENDED TO BE
 REPRESENTED AS A
 RETRACEMENT OR ORIGINAL
 BOUNDARY SURVEY, A ROUTE
 SURVEY OR A SURVEYOR
 LOCATION REPORT.



SMITH DESIGN GROUP

CIVIL ENGINEERING - LAND SURVEYING
 2755 E Canada Dr Suite 101
 Bloomington, IN 47401
 (812) 336-6536 - smithdginco.com
 JOB: 4666 DATE:11/04/2021

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/27/2022

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

OR

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

Title of item to appear on the agenda: Purchase Agreement for Certain Real Property
Include VENDOR's Name in title if appropriate

Vendor #
If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: TBD

Fund Number: TBD

Amount: \$10,020,000 plus closing costs

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

Executive Summary:

This is a purchase agreement for certain Real Property located at the I 69 Fullerton Pike interchange. This agreement is contingent on a more thorough site review, Council Approval, and rezoning of the property. The anticipated use of this property is for facilities related to Criminal Justice.

Person Presenting: Jeff Cockerill/Angie Purdie

Department:

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

Submitted by: Jeff Cockerill

Date: 7/21/2022

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

CONTRACT FOR PURCHASE OF REAL ESTATE

Monroe County Indiana, an Indiana Government entity ("Purchaser"), and Bill C. Brown Revocable Trust ("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, shown 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"). *See also* the attached *Exhibit B (Legal Descriptions of Parcel)* which further describes the Property.
2. **Purchase Price.** The purchase price shall be Ten Million Twenty Thousand (\$10,020,000) or the average of two appraisals obtained pursuant to Indiana Code ("Purchase Price"). On closing this transaction, the Purchaser shall pay the Purchase Price to the Seller.
3. **Conditions of Contract.** In addition to other provisions of this Contract, the Purchaser's obligations hereunder are subject to satisfaction of the following conditions, unless waived in whole or in part by the Purchaser:
 - 3.1 **Financing and County Council Approval.** The Purchaser's obligation under this Contract is subject to the Purchaser's ability to obtain 100% financing, through Revenue Bond or Bond Anticipation Note, of the Purchase Price on or before December 15, 2022, on terms subject to the Purchaser's approval, in the Purchaser's sole discretion. The Purchaser shall make a bona fide effort to obtain the financing in a prompt and diligent manner, but if it is unable to obtain such financing or approval, the Purchaser may cancel this Contract. In addition, this contract is contingent upon the County Council's approval required by IC 36-2-2-20 and IC 36-1-10.5-5.
 - 3.2 **Appraisal.** The Purchaser's obligation under this Contract is subject to the Purchaser's ability to obtain two (2) appraisals of the Property whose average shall be the Purchase Price or greater. The Purchaser shall make a bona fide effort to obtain such appraisals in a prompt and diligent manner, but if it is unable to obtain such appraisals, the Purchaser may cancel this Contract.
 - 3.3 **Environmental.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the environmental inspections, studies, and reports that the Purchaser receives. In the Purchaser's sole discretion, there shall not be unacceptable levels of contamination of hazardous materials on the Property.

- 3.4 **Due Diligence.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the Purchaser's receipt of financing, appraisals, the lease, studies, inspections, reports, and other information.
- 3.4.1 **Existing Documents.** Within ten (10) days after the execution of this Contract, the Seller shall provide the Purchaser with copies of the existing leases and any amendments, copies of the Seller's title insurance commitment or policy, and copies of any reports, surveys or other documents affecting the Property, including but not limited to soils reports, geotechnical reports, environmental reports or surveys, and plans.
- 3.4.2 **Right of Entry.** Prior to closing, the Purchaser, its agents, and its representatives shall be entitled to enter upon the Property, in coordination with the existing tenant, for inspections, surveys, soil tests, environmental testing, evaluation of tenant, examination, and land-use planning. All studies and inspections shall be carried out during reasonable hours in coordination with the existing tenant and at no cost to the Seller.
- 3.4.3 **Due Diligence Period.** The Purchaser shall have ninety (90) days after the completion and submittal of all studies and inspections to determine if the Property, in the Purchaser's sole discretion, is suitable for its needs ("Due Diligence Period"). Such studies and inspections include, but are not limited to, market studies, soil tests, environmental studies, architectural drawings, and other such tests as determined advisable by the Purchaser.
- 3.4.4 **Right to Terminate Contract.** If the Purchaser determines, in its sole discretion, that the Property is unsuitable for its needs and gives written notice of the same to the Seller during the Due Diligence Period or any extension, then this Contract shall become null and void. If the Purchaser elects not to terminate this Contract within the Due Diligence Period or any extension, then this Contract shall remain in full force and effect, and the transaction shall continue to closing.
- 3.4.5 **Appropriate Zoning.** The Current zoning of the property is not adequate for purchasers need. Purchaser, at purchaser's sole expense, shall apply for Zoning Approval to rezone the property that permits a Jail as a conditional use and shall report to Seller on a monthly basis as to the status of the Zoning Approval. Seller agrees to cooperate with Purchasers rezoning application. It is not anticipated that this will be

complete within 90 days. The Purchase of this property is contingent on proper zoning.

- 3.5 **No Encroachments.** All improvements on the Property shall be located entirely within the bounds of the Property and there shall be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Property.
- 3.6 **Marketable Title.** Marketable title to the Property shall be conveyed to the Purchaser subject only to:
 - 3.6.1 Covenants, conditions, restrictions and easements, if any, satisfactory to the Purchaser, in the Purchaser's sole discretion;
 - 3.6.2 Liens which the Purchaser agrees to pay;
 - 3.6.3 Zoning ordinances and other governmental restrictions affecting the use of the Property, satisfactory to the Purchaser, in the Purchaser's sole discretion.
4. **Survey and Title Evidence.**
 - 4.1 **Abstract of Title.** The Seller shall furnish an abstract of title to the Property, if available, for historical purposes.
 - 4.2 **Title Insurance.** The Seller, at the Buyer'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.
 - 4.3 **Survey.** The Purchaser shall receive a plat of survey of the Property satisfactory to the Purchaser, certified as of a current date, showing the location of all improvements and easements located thereon at no expense to the Purchaser. The survey made of the Property shall conform to the Minimum Standards for an Indiana Land Title Survey.
 - 4.4 **Charges.** The Buyer, at Buyers expense shall order the title evidence and may order a survey.
5. **Assessments and Taxes.** The Seller shall pay assessments for public improvements becoming a lien prior to closing.

As the Purchaser is a tax-exempt entity, 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 allowed to the Purchaser as a credit on the cash payment required on closing. For closing purposes, the present tax rate shall be used if the applicable tax rate has not been set. When the applicable tax rate is set, the Seller shall make payment to the Purchaser of any shortfall of real estate taxes due and payable.

6. **Tenant Estoppel Letter, Assignment of Lease, and Pro-Ration of Rent.** Within ten (10) days of the execution of this Contract, the Seller agrees to deliver to the Purchaser a copy of the existing leases of the Property. 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.

Prior to closing, the Seller agrees to deliver to the Purchaser, in forms reasonably acceptable to the Purchaser, (a) an executed estoppel letter, indicating that the tenant's leases are in full force and effect and that no defaults exist, and (b) an assignment of the leases to the Purchaser.

The Seller agrees that rent payments shall be pro-rated to the date of closing.

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 the Seller, through no fault of the Seller, is unable to convey marketable title as required by this Contract and the defect or defects are not waived by the Purchaser, the Seller shall pay the Purchaser any sums expended by the Purchaser for survey or title evidence; provided, however, the Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by the Purchaser and deduct that amount from the Purchase Price.

If the Seller refuses to perform as required, the Purchaser may pursue all available legal and equitable remedies.

10. **Closing and Possession.**

10.1 **Closing Date.** The transaction shall be closed at a time and place acceptable to both parties after all conditions have been met, before January 1, 2023.

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, title clearance work, survey or loan approvals, rezone or environmental remediation provided that such delay does not result from the fault of the party requesting the extension.

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 **Assignment.** The rights and interests of Purchaser under this Contract may

be assigned.

11.2 **No Brokerage Fees.** The parties certify to each other that no realtors or brokers have been involved in the transaction and that no fees or commissions will be paid or claimed as a result of this transaction.

11.3 **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.

11.4 **Execution Date.** This Contract shall be null and void if not fully executed by the parties on or before August 20, 2022, and delivered to the Purchaser before such date.

Dated this day of .

SELLER
Bill C. Brown Revocable Trust

PURCHASER
Monroe County Board of Commissioners

By: _____
Title: _____

, President

By: _____
Title: _____

, Secretary

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/27/2022

Item for Formal Meeting? [checked] (Ex: Routine items, continuing grants)

OR

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

Title of item to appear on the agenda: Contract with DLZ for Site Review of the Fullerton Pike Property

Include VENDOR's Name in title if appropriate

Vendor #

If new vendor, enter 'NEW'

All Grants must complete the following

Is this a grant request? Yes []

New Grant to the County? Yes []

Grant Type:

Reimbursement/Drawdown []

Up Front Payment []

County IS Pass Through []

Federal Agency: []

Federal Program: []

CFDA # []

Federal Award Number and Year: []

Or other identifying number

Pass Through Entity []

Amount Received

Federal: []

State: []

Local Match: []

Total Received: []

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

Fund Name: County General

Fund Number: 1000

Amount: \$9,000

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

Executive Summary:

This agreement is for a site analysis of the Fullerton Pike property.

Person Presenting: Jeff Cockerill/Angie Purdie

Department: []

Attorney who reviewed: Margie Rice

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

Submitted by: Jeff Cockerill

Date: 7/21/2022

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



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

July 8, 2022

Monroe County Board of Commissioners
C/O: Jeff Cockerill, Monroe County Attorney
Monroe County Courthouse
100 W Kirkwood Avenue
Bloomington, Indiana 47404

Re: Monroe County Justice Center Site Study
DLZ Indiana, LLC Professional Services Letter Agreement Proposal

Dear Commissioners:

As requested, DLZ Indiana, LLC (DLZ) is pleased to submit our professional services Letter Agreement Proposal to assist you in the potential purchase and development of the proposed site for the Monroe County Justice Center project. We firmly believe that our unparalleled experience in the analysis, design, construction, and projected operational aspects of county criminal justice facilities gives us an intimate knowledge of the issues that may arise during the research, study, planning, programming, design, construction, and operation of such facilities.

SCOPE OF WORK

The Site Study will include information to project the anticipated site needs for the Monroe County Justice Center project. The approximate 87-acre site to be reviewed is located at the northeast corner of South State Road 37/169 and West Fullerton Pike in Bloomington, Indiana. See attached Exhibit C for site location.

The Site Study will be developed by professional architects, engineers, and technical representatives of DLZ. Items to be reviewed by the DLZ Team typically include the following items:

- Site location including, but not limited to: site aerial, topography, property lines, existing vegetation, soils and surrounding context as available through local GIS.
- Zoning designation
- Utility availability
- Utility capacity
- Review IDEM wetland maps and IDNR flood plain mapping
- Public transportation access
- Suitable areas for development – based on readily available information
- Preferred building(s) location and orientation
- Identify local ordinances for the site
- Desktop Limited Regulatory and Historical Use Screening



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Please note that the Desktop Limited Regulatory and Historical Use Screening consists of:

1. Readily available environmental regulatory lists that identify hazardous waste generators, registered USTs, LUSTs, CERLA and NPL sites will be obtained from a database research provider. These will be used to determine if past environmental activities have occurred or enforcement actions have been taken against the site or adjacent properties, and to identify sites of environmental concern with distances established by ASTM E 1527-21. For those facilities identified by the lists that may affect the site, as needed, a request will be made with applicable local government entities and the Indiana Department of Environmental Management regarding possible available files. If there are files that require review, an appointment will be scheduled for review or if available, reviewed online.
2. Historical ownership/use information for the site, including Sanborn Fire Insurance Maps, if available, will be reviewed as well as aerial photographs, city directories, tax records, environmental lien data and deeds. Additionally, DLZ will request if any environmental liens or activity and use limitations were recorded against the proposed property. The environmental lien and activity and use limitation search does not include a review of judicial records. A Chain of Title search will not be performed for the proposed site.
3. DLZ will evaluate the data and prepare a summary of the findings.

Please note that the Desktop Limited Regulatory and Historical Use Screening:

- Does not satisfy the requirements of ASTM Standard Practice E-1527-21 and the All Appropriate Inquiry (AAI) criteria established in 40 CFR 312, with constitutes “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice,” as defined at 42 USC §9601(35)(B).
- Does not include a site visit to determine existing site conditions and if items have been dumped at the site or an interview with the property owner.

Items not part of the Site Study include such things as topography survey, geotechnical investigation, on site environmental review, Phase I ESA that meets the ASTM E1527-21 standards, test pits, utility locates, cost estimating, etc. Per the Owner’s direction, these items can be added to the Scope of Work and then the lump sum fee will be adjusted accordingly.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

PROJECT SCHEDULE

DLZ proposes the following Project Schedule for your consideration:

- July 8, 2022 DLZ submits Letter Agreement Proposal

- TBD Commissioners forward an executed Letter Agreement Proposal to DLZ. DLZ commences the Site Study

- Approximately 45 days from Present Site Study to the County Commissioners
DLZ receiving executed Letter
Agreement

PROFESSIONAL FEE

As outlined in the Scope of Work, DLZ proposes a lump sum fee of \$9,000.00. Upon the completion of the Site Study, if DLZ is retained for further professional design services, our fee for the Project will be proportionally credited to the facility design fee. Exhibit A provides a rate schedule for reimbursable expenses and for Client requested additional services.

The Standard Terms and Conditions, as set forth in Exhibit B, are incorporated here into and made part of this Agreement, with the “Client” identified as Monroe County Board of Commissioners, Bloomington, Indiana. Invoices will be submitted on a monthly basis on work percentage completed and in accordance with Exhibit B.

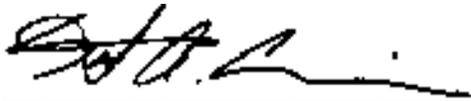
SUMMARY

If you have any comments, please contact Scott Carnegie at 317.633.4120 or by email at scarnegie@dlz.com. DLZ appreciates the opportunity to work with Monroe County on this Project.

Respectfully submitted,
DLZ INDIANA, LLC



Brian L. Glaze, PE
President



Scott A. Carnegie, AAIA
Project Manager

- Exhibit A DLZ 2022 Rate Schedule
- Exhibit B DLZ Standard Terms and Conditions
- Exhibit C Proposed Site Location
- Exhibit D Site Study example from previous project



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

APPROVED and ACCEPTED by Monroe County Board of Commissioners

Please sign below and return one copy to Scott A. Carnegie.

Upon receiving this, DLZ will commence the Site Study.

By: _____ Date: _____
Julie Thomas, President
Monroe County Commissioner

By: _____ Date: _____
Penny Githens, Vice President
Monroe County Commissioner

By: _____ Date: _____
Lee Jones
Monroe County Commissioner

**EXHIBIT A
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2022
ENGINEERING/ARCHITECTURAL**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1/122	Officer / Principal Architect	\$250.00
49/49D	Division Manager/Director	\$235.00
50	Department Manager	\$225.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$150.00
80/217	Senior Project Manager / Project Manager II	\$215.00
21/216/237	Project Manager I / Group Manager	\$205.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$210.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$205.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$195.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$170.00
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$145.00
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$115.00
28	Designer I	\$110.00
472	Designer II	\$120.00
473/232	Designer III / Utility Coordinator	\$150.00
29	Technician	\$85.00
544	Technician IV	\$115.00
238	Right of Way Agent II	\$95.00
126/147	Construction Observer Manager /Administrator	\$160.00
152	Construction Observer	\$120.00
43	Clerical	\$70.00
430	Office Services Coordinator	\$105.00
06/A3	Intern / Apprentice	\$70.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$255.00
142/99	2 – person Topographic Survey Crew (overtime)	\$315.00
336/127	1 – person Field Crew / Party Chief	\$155.00
336/127	1 – person Field Crew / Party Chief (overtime)	\$210.00
GPS/339	1 – person GPS/RTK Field Crew	\$210.00
SCAN	HDS Laser / UAS Scanning Crew	\$305.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$105.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.625/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

EXHIBIT B
DLZ'S STANDARD TERMS AND CONDITIONS

- 1. INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
- 2. CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
- 3. CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
- 4. SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
- 5. MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
- 6. CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
- 7. SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
- 8. REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
- 16. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 17. SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
- 18. ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
- 19. STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

EXHIBIT C



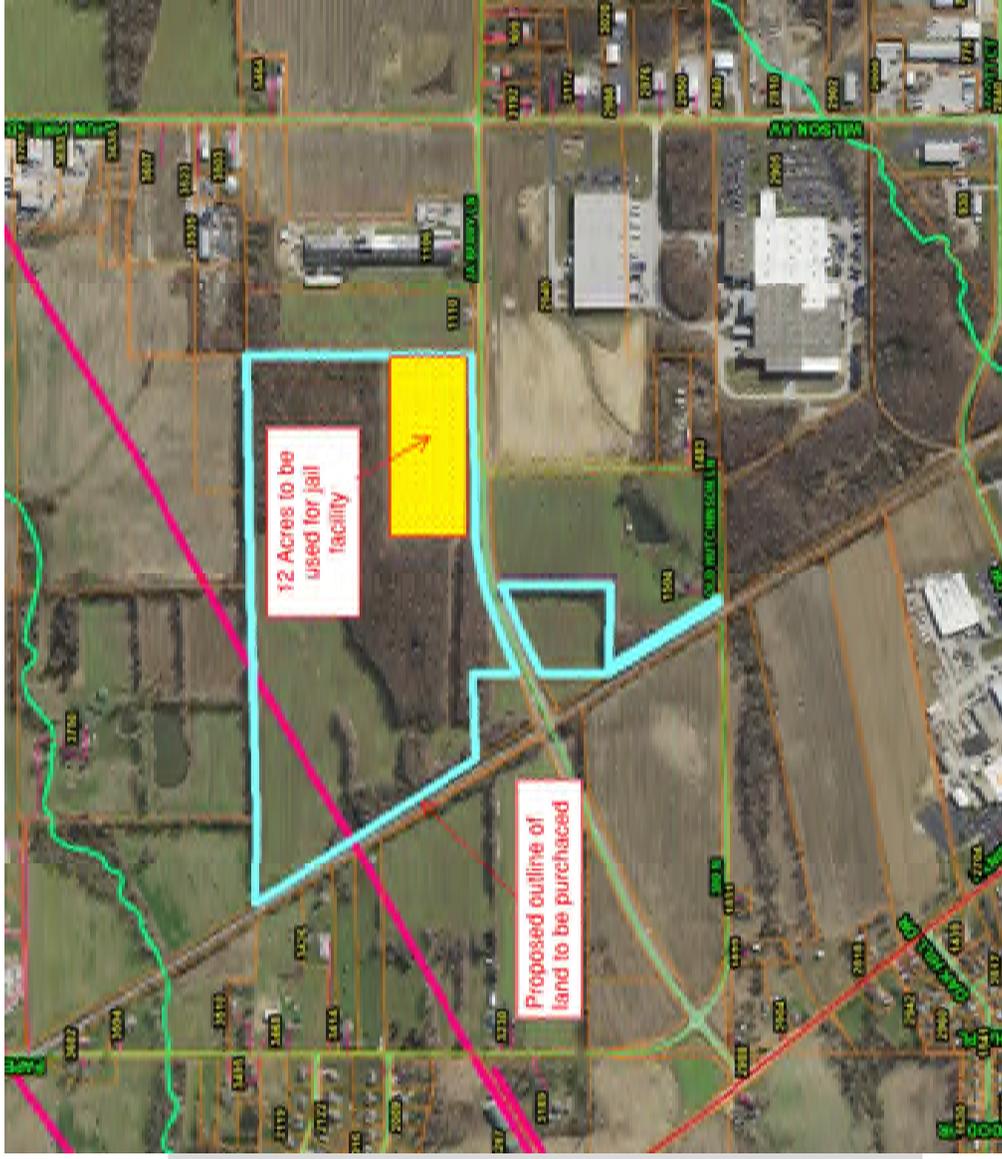


Madison, Indiana
June 11, 2019

JEFFERSON COUNTY JAIL SITE REVIEW

SITE ANALYSIS

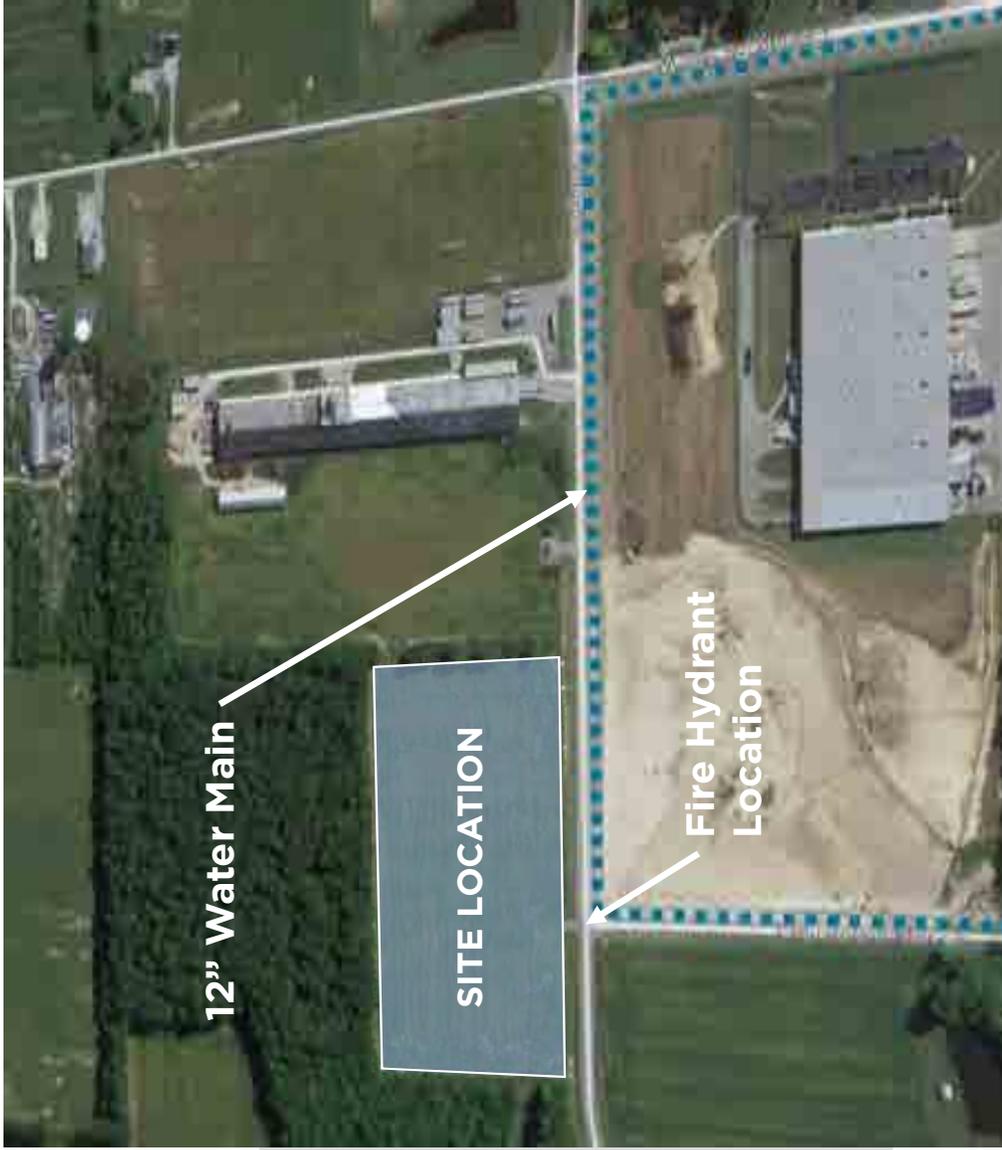
- Site
- Zoning
- Utility Availability
- Utility Capability
- Review IDEM Flood Plain Mapping
- Public Transportation Access
- Preferred Building Placement
- Identify Local Ordinances
- Limited Regulatory and Historical Use Screening



WATER

Madison County Water Department
Brian Jackson, City of Madison, 812.265.8300

- 12" main along JA Berry Lane turns south at Old Hutchinson Lane
- Fire Hydrant located at intersection of JA Berry Lane and Old Hutchinson Lane



SEWER

Madison County Water Department
Brian Jackson, City of Madison, 812.265.8300

- 12" gravity main north/south along County Road 100 West
- Intersection of JA Berry Lane and County Road 100 West approximately 7 feet higher than the project site.
- Lift station likely required



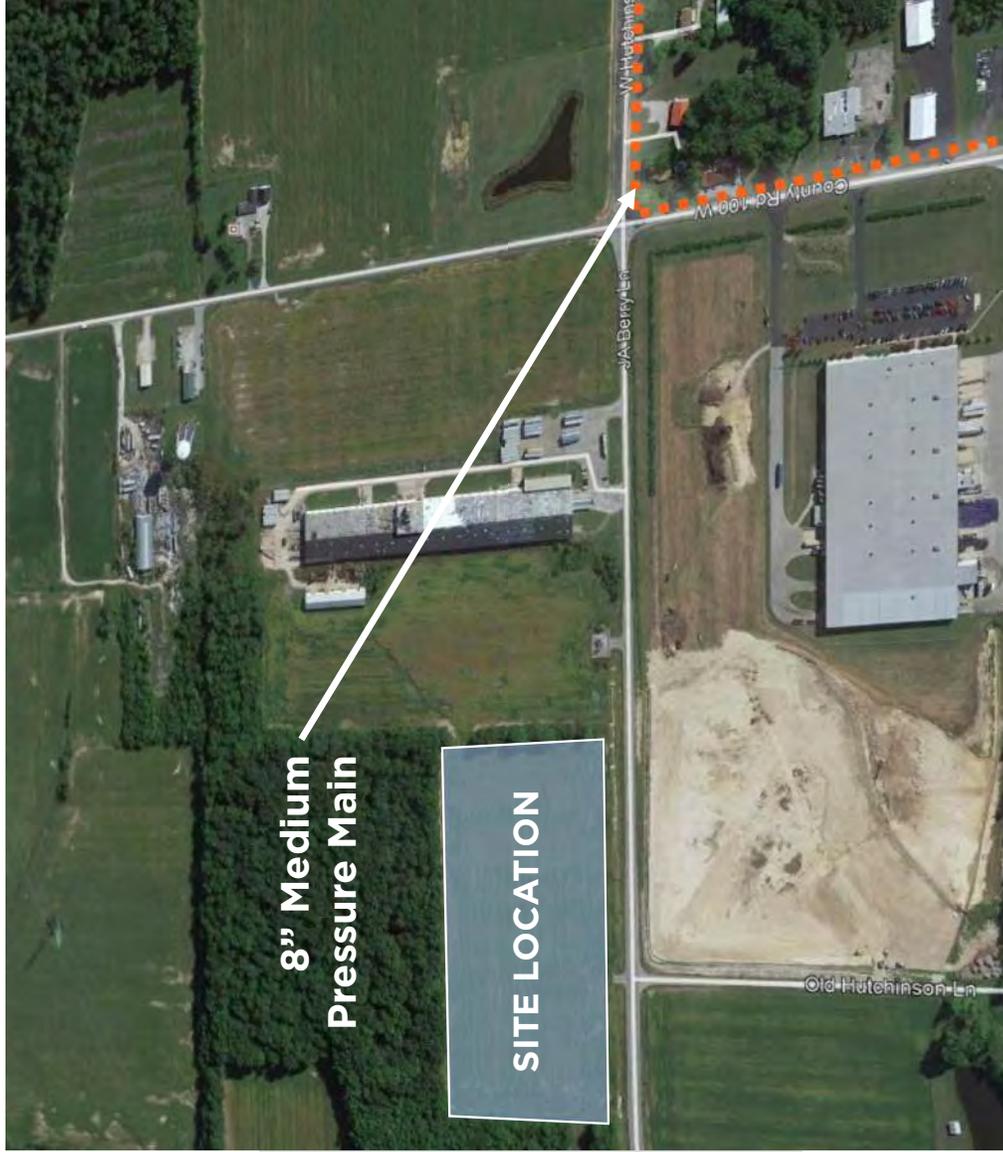
NATURAL GAS

Vectren

Jennifer, New Service Department, 1.800.990.1930

- 8" medium pressure gas main along West Hutchinson Lane that turns south at County Road 100 West.
- Natural gas line extension to the site required.

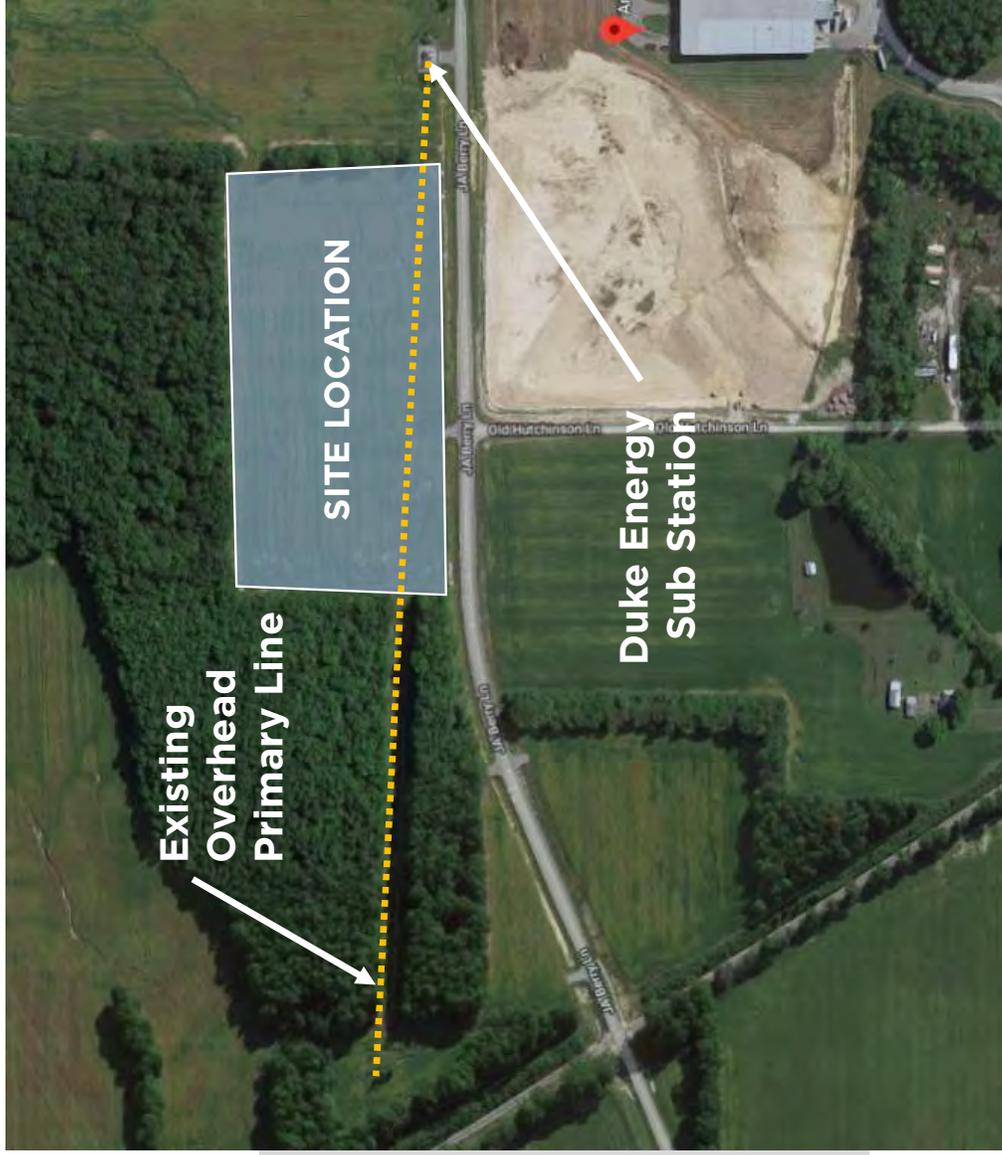
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ELECTRICAL

Duke Energy
Duke Energy Building Services, 1.800.774.0246

- All low voltages 120/208V or 277/480V in three phase are available
- Duke will need a padmount transformer set with a conduit stubbed out to a riser pole with a pullstring, but Duke would take care of all wiring.



FEMA FLOOD MAP

- Site is listed as Zone X (not in special flood hazard area)
- No regulated drains in the County

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LIMITED REGULATORY AND HISTORICAL USE SCREENING

Page 130 of 245

*Environmental Database Resources (EDR) - Database
Information and Historical Documents*



- Purpose - Identify known or potential Recognized Environmental Conditions (RECs) associated with the Property.
- Reviewed Standard Environmental Record Sources
- Reviewed Standard Historic Use Information

STANDARD ENVIRONMENTAL RECORD SOURCES

Environmental Database Resources (EDR) - Database Information and Historical Documents

- Reviewed Federal and State Regulatory Database Sites per ASTM E1527-13 (Standard Practice for Phase I Environmental site Assessment)
 - Three sites identified within search radius
 - Recycling Center – Madison located at 3535 N. Shunpike Rd. (1-8 – 1/4 mile east-northeast)
 - Drop-Off and Processing Center
 - Robus Leather Corp. located at 1100 Hutchinson Lane (1/8 – 1/4 mile east-southeast)
 - Uses materials with a listed EPA hazardous waste code. No violations
 - Chad Edward Barnes located at 3220 N Paper Mill Rd (1/8 – 1/4 mile west)
 - Listed as a pesticide and fertilizer applicator
 - The 3 sites do not pose a Recognized Environmental Condition associated with the property.



STANDARD HISTORIC USE INFORMATION

Page 132 of 245

*Environmental Database Resources (EDR) -
Database Information and Historical Documents*



- Reviewed Aerial Photographs from 1952, 1955, 1963, 1969, 1978, 1986, 1992, 1998, 2005, 2008, 2012 & 2016
- Reviewed Historic Topographic Maps from 1956, 1964, 1980, 1983, and 2013
- City Directories Available from 1995 -2014.
Property address not listed.
- Historic Sanborn Fire Insurance Maps not available for this portion of the county.

HISTORIC USE INFORMATION

- **1952 - 2016:** 12-acre proposed Jail Site portion of property (southeast corner), northwest portion of property and southwest portion of property appeared to be used as agricultural fields.
- **Historic Aerial's from 1952 - 1969** depict an access drive and structure located in center portion of the western side of the property. Access drive, fence line or drainage feature appears to continue on the wooded area in northeast corner of site.
- **Historic Topo Maps from 1956 - 1992** depict an access drive and structure located in center portion of the western side of the property.
- **Wooded area in northeast corner of property depicted since 1952.** 1952 - 1969 the center portion of the site was field area with some random scattered tree/vegetative cover. Between 1978 and 1986 the center portion of the site appeared to be come overgrown and wooded.
- Multiple areas of ponded water depicted in wood area in center portion of the site from 1956 - 1998

1952 Aerial



1969 Aerial



1986 Aerial



ENVIRONMENTAL LIEN AND ACTIVITY USE LIMITATION

Page 137 of 245

*Environmental Database Resources (EDR) - Database
Information and Historical Documents*



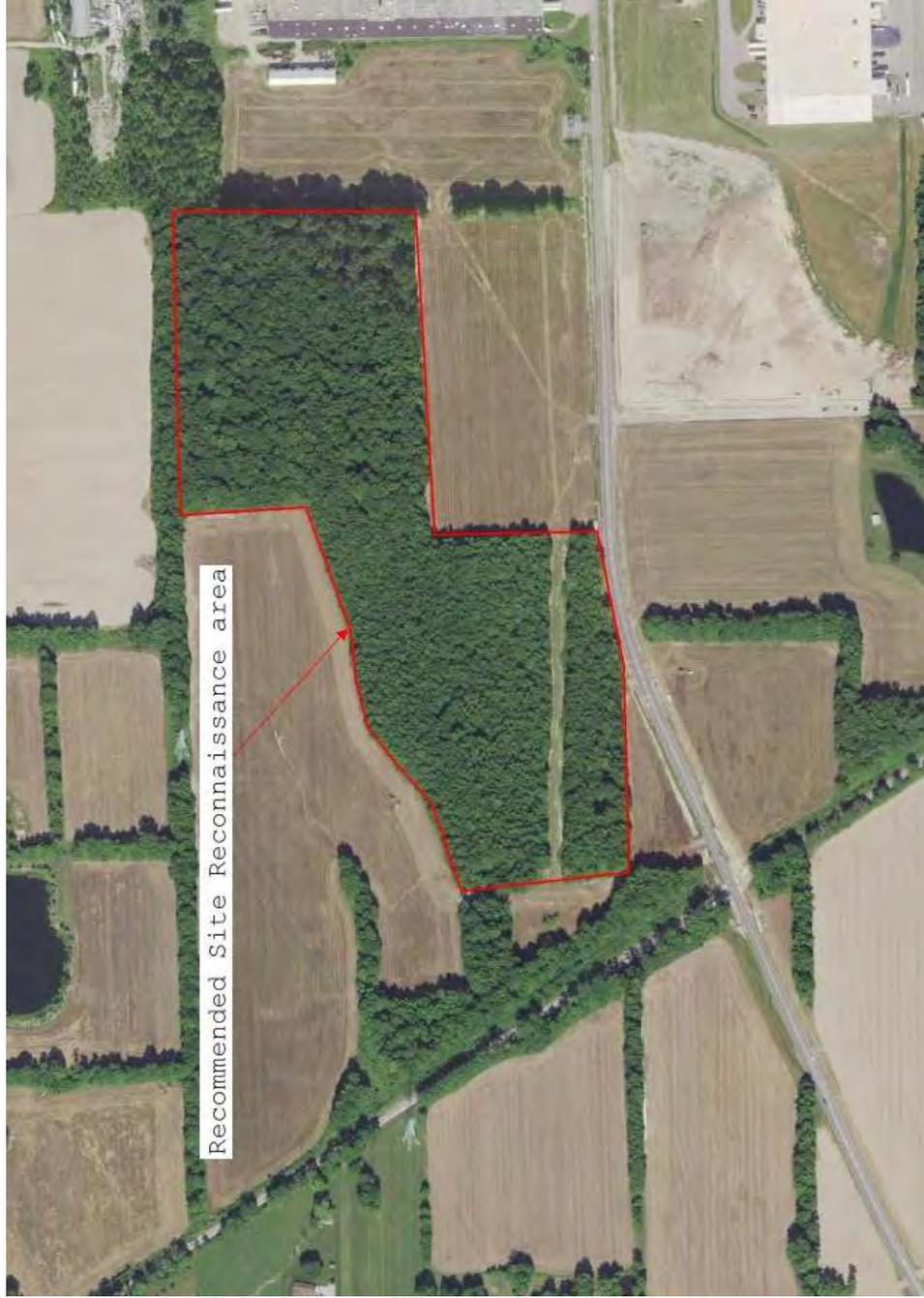
- Property currently owned by Riverside Contracting & Excavating, LLC.
- A review of the Property Deed did not identify any environmental liens or Activity Use Limitations

FINDINGS

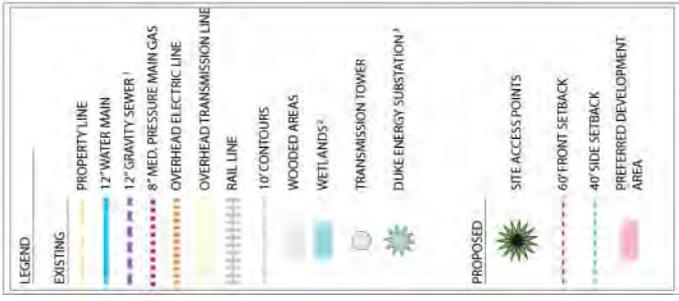
- Based on Limited Regulatory and Historic Use Screening there were no Recognized Environmental Conditions identified associated with the Property.
- Based on the change of land cover identified in the center and southwestern portion of the site (field area to densely wooded), DLZ recommends that a site reconnaissance be performed by an environmental professional to check for signs of past dumping or other activities that could be considered a recognized environmental concern.



FINDINGS



SITE ANALYSIS & PREFERRED DEVELOPMENT AREA



SOILS - PER IGA/MS/SLK SURVEY
 THE PREDOMINANT SOIL CLASSIFICATION ON THIS SITE IS CORBSFORK SILT LOAM (CO). TYPICAL PROPERTIES AND CHARACTERISTICS OF THIS SOIL TYPE INCLUDE HIGH WATER TABLE, POOR DRAINAGE, FREQUENT PONDING, AND 0-1% SLOPES.

- ¹ INTERSECTION IS 7 FEET UPHILL FROM SITE
- ² FRESHWATER FORESTED/SWAMP WETLAND PER IGA/MS/SLK SURVEY (NINE REGIONS IDENTIFIED)
- ³ ALL VOLTAGES/PHASES AVAILABLE



SUMMARY

- Provide a 277/480V, 3-phase service to the building.
- Obtain Sanitary Inverts of Main at County Rd 100 W.
- Inquire with Duke Energy on possibilities of relocating existing Overhead Primary Line.
- Obtain flow test of water man hydrant south of proposed project site.
- Begin Application Process with Vectren to determine if any costs associated with extending gas main.
- Topographic and Boundary Survey
- Geotechnical Investigation and Report
- Phase I ESA



PUBLIC TRANSPORTATION ACCESS

- JA Berry Lane
 - Improved roadway bordering the south boundary of the proposed site
 - Western portion bordering the site is a 3-lane section
- Preferred Access Point - JA Berry Lane and Old Hutchinson Lane intersection
 - Adequate sight distance
 - 3-lane configuration (east and west legs)
 - Dedicated opposing left turn lanes
- Commercial driveway with adequate right turn tapers will likely accommodate the needs for the new jail site
- Secondary access point at the east end of the site may be desirable or necessary
 - Adequate sight distance
 - May require road improvement depending on traffic demands.

MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: 7/27/2022

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

OR

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

Title of item to appear on the agenda: Contracts for Phase I site assessments for the Fullerton Pike Property

Vendor # (If new vendor, enter 'NEW')

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency:

Federal Program:

CFDA #

Federal Award Number and Year:

Or other identifying number

Pass Through Entity:

Amount Received

Federal:

State:

Local Match:

Total Received:

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

Fund Name: County General

Fund Number: 1000

Amount: \$1,800 and not to exceed \$7,000

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

Executive Summary:

This item contains two Phase I environmental reviews. Due to the nature of the property, and the likelihood of significant investment, two vendors are recommended, EnviroForensics, LLC and VET Environmental. The Vet Environmental cost is higher due to additional work such as drainage reconnaissance.

Person Presenting: Jeff Cockerill/Angie Purdie

Department:

Attorney who reviewed: Margie Rice

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

Submitted by: Jeff Cockerill

Date: 7/21/2022

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



May 23, 2022

Mr. Greg Crohn
Facilities & Fleet Manager
Monroe County Government
100 West Kirkwood, Suite 100
Bloomington, Indiana 47404
gcrohn@co.monroe.in.us

Subject: Phase I Environmental Site Assessment Proposal
Interstate 69 & West Fullerton Pike
Bloomington, Indiana 47403

Dear Mr. Crohn:

EnviroForensics, LLC (EnviroForensics) is pleased to provide you with this proposal to conduct a Phase I Environmental Site Assessment (ESA) for the property located at the northeast corner of Interstate 69 and West Fullerton Pike, Bloomington, Indiana (the Site).

The Phase I ESA will identify and describe the environmental conditions at the Site and record any existing, potential, or suspect condition(s) of concern that may impair, restrict the use of, and/or impose an environmental liability to the Site. The scope of work for the ESA will be performed in accordance with the standards and protocols set forth in the ASTM standard designation E1527-13 and E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

1.0 SITE OVERVIEW

The Site is currently vacant and comprised of one (1) parcel (Parcel ID 53-08-18-300-001.000-009), located on the northeast corner of the Interstate 69 and the West Fullerton Pike intersection.

2.0 SCOPE OF SERVICES

The objective of the Phase I ESA is to permit the User of the report to satisfy the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser (BFPP) limitations of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability and to constitute “*all appropriate inquiry into the previous*



ownership and uses of the property consistent with good commercial or customary practice” as defined in 40 CFR 312.

A User Questionnaire for the Site (attached) must be returned to EnviroForensics to avoid a possible future determination that all appropriate inquiry is not complete. The User of this ESA is defined as the party seeking to use ASTM E1527-13 and E1527-21 to complete an environmental site assessment of the Site. The User may include, without limitation, a potential purchaser of the property, a potential tenant of the property, an owner of the property, a lender, or a property manager.

The Scope of Services includes the following:

- Conducting a reconnaissance survey of the Site and surrounding areas;
- Conducting historical document reviews;
- Conducting interviews with current, and if applicable, previous owner/occupants;
- Reviewing available regulatory agency records regarding the Site and surrounding properties, where applicable; and
- Preparing a Phase I ESA Report to include the findings of the Site reconnaissance and record review activities. The Phase I ESA report will provide conclusions concerning Recognized Environmental Conditions (RECs) as defined per ASTM E1527-13 and E1527-21.

Unless requested by the User, environmental concerns considered non-scope within ASTM E1527-13 and E1527-21 (e.g., the identification of asbestos, mold, lead-based paint, wetlands, emerging contaminants, etc.) will not be evaluated as part of the ESA.

3.0 COST ESTIMATE AND SCHEDULE

The lump sum cost to complete the Scope of Services as outlined above is **\$1,800**.

EnviroForensics can provide the completed Phase I ESA within ten (10) business days of receiving signed authorization to proceed. To avoid unnecessary data gaps and potential delays in schedule, please return the completed User Questionnaire as soon as possible. Delays by the client in providing Site access or a completed User Questionnaire may cause delays in the report submittal.

Please note that an environmental lien and activity use limitation (AUL) search are necessary to satisfy all-appropriate inquiry (AAI) requirements and obtain BFPP status; however, it is not required that an environmental professional complete these searches. If desired, EnviroForensics can complete environmental lien and AUL searches at the Site for an additional cost of **\$280**. This cost assumes the Site is comprised of one (1) parcel.



4.0 ASSUMPTIONS

This work scope and estimate assumes that no environmental sampling activities (including soil, groundwater, air/vapor, suspected asbestos-containing materials, etc.) will be conducted as part of this proposal.

It should be recognized that some limitations are inherent in property evaluations. Thus, this investigation cannot provide a guarantee that all possible sources of on-Site contamination will be discovered. This cost assumes that a User representative (i.e., owner, tenant, etc.) will be available to escort the EnviroForensics professional during the Site reconnaissance activities and answer questions concerning the history of the Site. No work outside the agreed scope of services will be conducted, nor will any costs be incurred, without your approval. The above costs assume that normal conditions will be encountered. Any delays, obstructions, or other limitations outside of EnviroForensics' control which are material and not commonly associated with similar projects may result in additional expenses. All information received from the client, the final report, and all other documents prepared by EnviroForensics shall be confidential information and not released unless required by law. No information which is part of the public record shall be deemed confidential information.

We appreciate the opportunity to provide this proposal and cost estimate. If you agree with the proposed Scope of Work and Cost Estimate, please execute the attached Authorization and return to our office in Indianapolis. Do not hesitate to contact me at 866-888-7911 or at cmcfall@enviroforensics.com should you have any questions.

Respectfully Submitted,

EnviroForensics, LLC

A handwritten signature in black ink that reads "Casey McFall".

Casey McFall, CHMM
Director of Real Estate Services

Attachments: Authorization
User Questionnaire
Terms and Conditions
Property Information Card



AUTHORIZATION

I have read the attached Phase I ESA Proposal dated May 23, 2022, including the Scope of Services, Cost Estimate and Schedule, and Assumptions as presented by EnviroForensics, and the attached Terms and Conditions. By signing below, I authorize EnviroForensics to proceed under the Scope of Services as described herein. I understand that EnviroForensics will conduct this work without warranty, and that no such warranty is in consideration under this agreement except as described herein.

Any changes to this agreement must be mutually acceptable to both parties and agreed to in writing.

EnviroForensics, LLC

By:

Date: May 23, 2022

Printed: Casey McFall

Title: Director of Real Estate Services

Accepted by: _____

Date: _____

Affiliation: _____

Printed: _____

Title: _____

By checking this box, I authorize EnviroForensics to perform a search for environmental liens and activity use limitations for an additional cost of \$280.

ENVIROFORENSICS' GENERAL TERMS and CONDITIONS

TERMS- Invoices for services will be submitted by EnviroForensics, LLC (EnviroForensics) on a monthly basis or when the work is completed. Invoices will be due within 30 days of receipt.

SAMPLES - All soil samples will be disposed of 30 days after issuance of our report unless CLIENT advises EnviroForensics otherwise. Upon request, EnviroForensics will deliver samples to CLIENT at CLIENT's expense, or EnviroForensics will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY - CLIENT shall provide for EnviroForensics' right to enter from time to time property owned by CLIENT and/or other(s) in order for EnviroForensics to fulfill the scope of service indicated hereunder. EnviroForensics will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If EnviroForensics is asked to restore the property, EnviroForensics will charge an additional amount to so restore the property.

BURIED UTILITIES - CLIENT will furnish to EnviroForensics information identifying the type and location of utility lines and other man-made objects beneath the site's surface to the extent CLIENT has such information. EnviroForensics will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against EnviroForensics and to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss allegedly arising from EnviroForensics' damaging underground utilities or other man-made objects that were required to be called to EnviroForensics' attention or which were not properly located on plans furnished to EnviroForensics. EnviroForensics shall contact IUPPS or other appropriate utility locating firms or entities to determine the location of underground utilities prior to commencement of work.

LIMITATIONS OF LIABILITY - CLIENT hereby agrees, that to the fullest extent permitted by law, EnviroForensics' total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of EnviroForensics under this contract or \$500,000, whichever is greater. CLIENT is protected for errors and omissions by an insurance policy with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

NO SPECIAL OR CONSEQUENTIAL DAMAGES - CLIENT and EnviroForensics agree that, to the fullest extent permitted by law, EnviroForensics shall not be liable to the CLIENT for any special indirect or consequential damages whatsoever, whether caused by EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

INDEMNIFICATION - To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold EnviroForensics, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to EnviroForensics' reports or recommendations concerning this AGREEMENT, EnviroForensics' presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided the CLIENT shall not indemnify EnviroForensics against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of EnviroForensics, its agents, subcontractors or employees.

GENERAL LIABILITY INSURANCE AND LIMITATION - EnviroForensics is protected by Workmen's Compensation and Employer's Liability Insurance, and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. EnviroForensics assumes the risk of damage to its own supplies and equipment proximately resulting from EnviroForensics' sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon EnviroForensics or requires further insurance coverage, EnviroForensics, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but EnviroForensics shall not be responsible for property damage from any cause, including fire, and explosion, beyond the amounts and coverage of EnviroForensics' insurance.

STANDARD OF CARE - Services performed by EnviroForensics under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - If pollutants are discovered that pose unanticipated risks while EnviroForensics is performing these services, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that EnviroForensics shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of terminations of this AGREEMENT, including, if necessary any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for EnviroForensics to take immediate measures to protect human health and safety. EnviroForensics agrees to notify CLIENT as soon as possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes EnviroForensics to take measures that in EnviroForensics' sole judgment are justified to preserve and protect the health and safety of EnviroForensics' personnel and the public. CLIENT agrees to compensate EnviroForensics for the additional cost of working to protect employees and the public health and safety.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other aqueous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which EnviroForensics may perform on CLIENT's behalf, CLIENT waives any claim against EnviroForensics, and agrees to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate EnviroForensics for any time spent or expenses incurred by EnviroForensics in defense of any such claim, in accordance with EnviroForensics' prevailing fee schedule and expense reimbursement policy.

DISPUTES - If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees and other claim-related expenses.



**PHASE I ENVIRONMENTAL SITE ASSESSMENT
USER QUESTIONNAIRE**

**I-69 & W Fullerton Pike
Bloomington, Indiana**

Issued May 23, 2022

Instructions: The “user” of the report should fill out this questionnaire in its entirety. The “user” is usually the entity purchasing or refinancing the property. If you have any questions regarding the questionnaire, please contact Casey McFall at cmcfall@enviroforensics.com.

I. General Information:

(a) Name and affiliation of person completing questionnaire:

Contracts for Phase I site assessments for the Fullerton Pike Property

(b) Reason why Phase I is being performed:

This item contains two Phase I environmental reviews. Due to the nature of the property, and the likelihood of significant investment, two vendors are recommended: EnviroForensics LLC and VET Environmental. The Vet

(c) The type of property and the type of property transaction, for example, sale, purchase, exchange, refinance, etc.:

(d) The complete and correct address for the property:

(e) Identification of all parties who will rely on the Phase I ESA Report:

(f) Identification of Site contact and how the contact can be reached:

(g) Do you have any knowledge, experience, or previous reports regarding the environmental conditions at or near the property?

YES

NO

UNKNOWN

If YES, please explain and provide the reports:

II. Liability Protections Information:

(1) Did a search of recorded land title records (or judicial records where applicable) identify any environmental liens filed or recorded against the Property under federal, tribal, state, or local law?

YES

NO

UNKNOWN

If YES, please explain:

(2) Did a search of recorded land title records (or judicial records where applicable) identify any AULs (Activity Use Limitations), such as engineering controls, land use restrictions or institutional controls that are in place at the Property and/or have been filed or recorded against the Property under federal, tribal, state or local law?

YES

NO

UNKNOWN

If YES, please explain:

(3) Do you have any specialized knowledge or experience related to the Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

YES

NO

UNKNOWN

If YES, please explain:

(4) Does the purchase price being paid for this Property reasonably reflect the fair market value of the Property?

YES

NO

UNKNOWN

If NO, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Property?

(5) Are you aware of commonly known or reasonably ascertainable information about the Property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example, as user,

- Do you know of the past uses of the Property?

YES

NO

UNKNOWN

If YES, please explain:



- Do you know of specific chemicals that are present or once were present at the Property?

YES NO UNKNOWN

If YES, please explain:

- Do you know of any spills or other chemical releases that have taken place at the Property?

YES NO UNKNOWN

If YES, please explain:

- Do you know of any environmental cleanups that have taken place at the Property?

YES NO UNKNOWN

If YES, please explain:

- (6) Based on your knowledge and experience related to the Property are there any obvious indicators that point to the presence or likely presence of releases at the Property?

YES NO UNKNOWN

If YES, please explain:

Date this User Questionnaire was completed: _____

Monroe County, IN

S State Road 37, Bloomington, IN 47403
53-08-18-300-001.000-009



Parcel Information

Parcel Number: 53-08-18-300-001.000-009
Alt Parcel Number: 015-02520-01
Property Address: S State Road 37
Bloomington, IN 47403
Neighborhood: 64 PERRY CITY - BASE - COM - A
Property Class: Vacant Land
Owner Name: Brown, Bill C Revocable Trust
Owner Address: 300 S State Road 446
Bloomington, IN 47401
Legal Description: 015-02520-01 PT SW 18-8-1W 87.12 A;
Plat 11

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
82	0.002	
72	0.0095	
4	47.0602	
71	0.4515	
6	39.5969	



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Suite B, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

June 1, 2022

Mr. Greg Crohn
Facility and Fleet Manager
Monroe County Board of Commissioners
100 West Kirkwood Avenue
Bloomington, Indiana 47404

Dear Mr. Crohn:

RE: Proposal for Environmental Consulting Services to be performed by VET Environmental Engineering

We appreciate the opportunity to talk with you and discuss your business. We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET Environmental Engineering, LLC (VET) will perform a Phase I Environmental Site Assessment (ESA) and Site Reconnaissance at the property composed of 87.13 acres of land, located at South State Road 37, north of West Fullerton Pike in Bloomington, Indiana (Site).

Tasks to be performed for Client:

Phase I Environmental Site Assessment:

A Phase I ESA is completed to research the current and historic land uses of a subject property (Property). A Phase I ESA is often performed as part of a potential real estate transaction. The intent of the Phase I ESA is to assess if current or historical land uses at the Subject Property have the potential to have caused adverse impacts to the soil or groundwater at the Subject Property that could pose a threat to human health and/or the environment. Identified issues are referred to as Recognized Environmental Conditions (RECs). If RECs are identified, it indicates that conditions exist that could present potential liability for the lender and/or owner and could affect the value of the Subject Property.

A Phase I ESA completed prior to closure of a real estate transaction can be used to satisfy the innocent landowner requirements under All Appropriate Inquiries (AAI) as defined by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). VET proposes to perform a Phase I ESA in accordance with the requirements of the United States Environmental Protection Agency's (USEPA) regulation of AAI site assessments at 40 CFR 312 by using the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I ESA Process E1527-21

"Compliance that makes sense."

and noting differences from ASTM standard E1527-13. The ASTM Standard incorporates the USEPA's regulation of AAI site assessment.

Site Reconnaissance:

VET will conduct a Desktop and Field Reconnaissance for the Site. The purpose of the proposed project is to identify potential environmental impacts on the Site that may serve as obstacles for the proposed development. As part of the desktop reconnaissance, VET will obtain and analyze environmental and geographic data from IndianaMap and other publicly available information databases to identify potential areas of concern. Field reconnaissance will serve to confirm presence or absence and extent of identified features. Examples of evaluated features include but are not limited to wetlands, jurisdictional waters, and sinkholes. VET will make an effort to identify and document all environmental obstacles to development on the Site. All limitations and assumptions will be documented. On conclusion of the desktop and field reconnaissance, VET will make recommendations for formal delineation activities, as required. No formal wetland, jurisdictional waters, or sinkhole delineations will be conducted as part of the proposed reconnaissance.

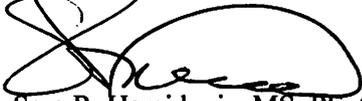
Environmental consulting work will be billed on a lump sum basis not to exceed \$7,000.00. Please note that any work completed by VET at the request of Client that does not fall within the referenced scope will be billed according to VET's 2022 hourly rates, included below, in addition to the proposed services as "Out of Scope Work".

VET Standard Rates 2022

Principal Engineer	\$135/hour
Registered Professional Engineer	\$120/hour
Operations Manager	\$103/hour
Senior Project Manager	\$97/hour
Licensed Professional Geologist	\$96/hour
Project Manager	\$91/hour
Senior Environmental Scientist	\$91/hour
Graduate Engineer	\$91/hour
Graduate Geologist	\$86/hour
Staff Project	\$86/hour
Environmental Scientist	\$76/hour
Ecologist	\$76/hour
Senior Environmental Technician	\$76/hour
Environmental Technician	\$66/hour
GIS Analyst	\$66/hour
Clerical	\$55/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

VET will provide Client with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign the attached consulting agreement and return it to: rene@vet-env.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Sara R. Hamidovic', with a large, stylized flourish at the end.

Sara R. Hamidovic, MS, PE, CHMM
President, VET



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 bridge replacement was awarded funding in the last NOFA (Notice of funding availability) for FY2027 with INDOT. The funding covers all phases of the replacement at 80% federal funding and 20% local funding.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Bridge"/>	<input type="text" value="1135"/>	<input type="text" value="\$511,000.00"/>

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20 ____ ("Effective Date") by and between Monroe County Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 2101712

Project Description: Replacement of Monroe County Bridge #83 over Clear Creek

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2027. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **511,000.00.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS 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 the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS 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.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT 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 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 contracts, the making of any federal grant, the making of any federal loan, the

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not 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. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, 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 and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT 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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT 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 LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the 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 LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and 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.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
501 N. Morton Street
Hwy Dept., Room 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

James B. Longest
8320 Craig Street
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA 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, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that 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;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge 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 Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 23 above.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT

LOCAL PUBLIC AGENCY

DocuSigned by:
James B. Longest
Signature

Signature

James B. Longest, President
(Print or type name and title)

Julie Thomas, President
(Print or type name and title)

Signature

Penny Githens, Vice President
(Print or type name and title)

Attest:

DocuSigned by:
Bill Stuart
Signature

Signature

Bill Stuart, Project Coordinator
(Print or type name and title)

Lee Jones, Commissioner
(Print or type name and title)

Attest:

Signature

Catherine Smith, Auditor
(Print or type name and title)

APPENDIX "A"

The CONSULTANT's understanding of the Project is as follows:

Project Limits and Survey Coverage: The anticipated survey limits are listed below plus see attached aerial for additional details:

Dillman Road

- Begin 700 feet west of bridge and continue east 1400 feet (the survey width is 75 feet each side of the centerline).
- Collect local high-water testimony from the home owners around the bridge and survey their finish floor elevations.

Stream Survey

- Begin 150 feet south of the center of the bridge and continue north 300 feet (the survey width is 50 feet beyond the top of bank on each side of the ditch)

Dillman Lane

- Begin at Dillman Road and continue south 400 feet (the survey width is 75 feet each side of the centerline).

Bridge Detail

- Survey and detail the bridge opening for Bridge No. 83.

Utility Survey

- A second trip to locate marked utilities is needed after the project's utility coordination begins.

ENVIRONMENTAL SERVICES

Existing Bridge No. 83 (NBI # 5300061) is identified as a Non-Select Bridge on the Indiana Historic Bridge Inventory list. The Historic Bridges Programmatic Agreement (HBPA) project development process will be utilized. An alternatives analysis will be developed for the bridge. The results of the alternatives analysis will be included as part of the environmental documentation. This analysis will be completed using the HBPA template. The analysis will address various alternatives to define a prudent and feasible alternative.

Categorical Exclusion: In order to qualify for federal funding, a Categorical Exclusion (CE) Level 4 is required under the National Environmental Policy Act (NEPA) and associated Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) requirements. The CE 4 is based upon the following assumptions:

Relocations - No relocations are anticipated.

R-O-W – Permanent R-O-W over 0.5 acres is anticipated.

Through Lanes - No additional through lanes are proposed.

New Alignment - No new alignment is required but realignment as part of the alternative analysis is possible.

Wetlands – No wetland impacts greater than 1.0 acre are anticipated.

Stream Impacts - stream impacts of less than 300 linear feet are anticipated.

Section 4(f) and 6(f) - Bridge 83 is listed in the Indiana Historic Bridge Inventory (HBI) as a “Non-Select” bridge and is therefore considered eligible for listing in the National Register of Historic Places and is a Section 4(f) historic property.

Section 106 – A Qualified Professional (QP) subconsultant would be employed for this analysis. A Historic Properties Report and will be prepared for the proposed project to the standards of the INDOT Cultural Resources Manual. An Archaeological Phase IA Survey Report is not required. A summary of the reports will be included as a part of the environmental document.

Noise – a noise analysis will not be required.

Threatened and Endangered Species - The project is not likely to adversely affect any threatened or endangered species.

Sole Source Aquifer - No sole source aquifer is anticipated.

Karst – No karst features are anticipated.

Waters of US Report: A Waters of the U.S. Report (WOUSR) will be developed for the project. The results of the WOUSR will be included as part of the environmental document and the Section 401 and Section 404 permit application submittal.

PUBLIC INVOLVEMENT

Public Hearing: The HBPA requires that a public hearing be held for every Select Bridge regardless of the preferred alternative. BLN will conduct one (1) public hearing within the limits of the local jurisdiction.

BRIDGE PLAN DEVELOPMENT

Bridge Plan Development: The project includes the replacement of the existing bridge carrying Dillman Road over Clear Creek. The existing single span steel pony truss structure was built in 1910 and posted for 9 tons. The bridge has a sufficiency rating of 33.2 and is functionally obsolete. The horizontal alignment of the approach alignment is rated a poor due to the significant speed reduction required to cross the bridge.

The proposed bridge is anticipated to be a 160 ft three-span spread box beam superstructure with wall piers and integral end bents. Due to the evidence of bridge and approach overtopping, the bridge sizing will not be assumed to be an “in kind” replacement; therefore, the proposed structure will have a larger waterway area that incorporates the loss in waterway area going over the road. The new bridge is anticipated to be built at the location of the existing structure but skewed to match the channel. This will allow for the horizontal curves on the approaches to be eliminated. A raise in grade of the roadway will be required to provide adequate freeboard for the structure. The bridge clear roadway width and the design of the new roadway will be based on the AASHTO Green Book

and Geometric Design Criteria for an Urban Local Street (IDM Figure 55-3H) and the posted speed limit of 30 mph. The minimum bridge clear roadway with is 24 ft is required but 30 ft is proposed.

The design of the new roadway will be based on the AASHTO Green Book and Geometric Design Criteria for Urban Local Street (IDM Figure 55-3H) and the posted 30 mph speed limit. Note the Bridge Inspection Report classified as Rural but the City of Bloomington recently updated its urban boundaries map to now include this location. Based on the minimums for an Intermediate Urban Local Street for uncurbed roadway, a 10'-0" lane and 2'-0" usable shoulders is required over the bridge and on the approaches. BLN will work with Monroe County to determine the limits of the project and final roadway typical section required. The goal of the project is to replace a structurally deficient one lane bridge and improve the geometrics of the approach roadway leading up to the bridge. Therefore, BLN will utilize their experience to provide the most efficient structure which will result in the lowest overall cost for the project.

Monroe County requested on June 6, 2022, that a multi-use path be added to the project on the south side of the roadway and bridge connecting Limestone Greenway to the old CSX corridor next to Dillman Lane. The bridge typical will be modified from the original scope to include the path on the bridge separated from the travel lane with a concrete barrier similar to the one used on Gordon Pike over Clear Creek.

It is anticipated that the road will be closed throughout construction. Standard approach railing and transitions will be placed to provide a safe approach through the bridge. It is anticipated that the intersection with Dillman Lane Road will also be relocated and improved as part of the project. It is anticipated that the bridge will be constructed while detouring traffic on alternate routes.

Historic Bridge Alternatives Analysis: The existing Bridge is identified as a Non-Select Bridge on the Indiana Historic Bridge Inventory list. A Historic Bridge Alternatives Analysis will be performed to be included in the future Section 106 (work as a part of the CE document). The Alternatives Analysis will include all alternates A through B2 outlined in INDOT's Cultural Resources Manual.

Pavement Design: A pavement design memorandum will be required for the project. It is assumed that one (1) pavement design will be required.

Services to be furnished by CONSULTANT:

1. Design Survey
 - 1.1 Perform the fieldwork as required for the design survey.
 - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
 - 1.3 Prepare and record the design survey plat.

2. Environmental

2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.

2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:

2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)

2.2.2 Phase Ic archaeological subsurface reconnaissance

2.2.3 Phase II hazardous materials site investigation

2.2.4 Hazardous materials remediation plan

2.2.5 Wetland mitigation design

2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges

2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act

2.3 Prepare a Waters of the US Report for the Project.

3. Public Involvement

3.1 Perform services in accordance with the INDOT public involvement process for federal-aid projects. The services include: advertise and document the opportunity for a public hearing; organize, schedule and hold one public hearing within the limits of the local jurisdiction (if necessary or as requested).

4. Bridge Design

4.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.

4.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

4.3 Furnish properly referenced horizontal and vertical control points throughout the Project.

4.4 Furnish a determination of all required right-of-way and to show same on plans.

- 4.5 A Historic Bridge Alternatives Analysis will also be performed to be included in the Section 106. The Alternatives Analysis will include all alternates A through B2 outlined in INDOT's Cultural Resources Manual.
- 4.6 Perform an MEPDG Pavement Design. It is assumed that one (1) pavement design will be required for the Project.
5. Soils Investigation and Report
 - 5.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.
 - 5.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.
6. Right-of-Way Engineering
 - 6.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.
 - 6.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
 - 6.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
 - 6.4 Provide one set of right-of-way acquisition plans.
 - 6.5 Prepare a Plat One for the Project.
 - 6.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.
 - 6.7 Upload completed Right-of-Way Engineering packets into LRS.
7. General
 - 7.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, one (1) USACOE 404 Permit, one (1) IDNR Permit with FIS Study and one (1) Construction Stormwater General Permit will be required.
 - 7.2 Coordinate with utilities, prepare utility reimbursement agreements (if necessary) and perform utility coordination during construction as required by INDOT on a federal aid project.

- 7.3 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately two (2) client coordination meetings will be required.
- 7.4 Gather data, perform field inspections and document the results in an Asbestos Inspection Report.
8. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.
9. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
10. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.
11. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.
12. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

APPENDIX "B"

Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Specifications and standard drawings applicable to the project
4. Plans of existing structures within the project limits, if available
5. All written views pertinent to the location and environmental studies that are received by the LPA
6. Traffic assignments
7. Available data from the transportation planning process
8. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. All legal services as may be required for the development of the Project.
11. Provide access, at no expense to the CONSULTANT, to LPA'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
12. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Schedule:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

1. The services by the CONSULTANT shall be completed in accordance with Attachment C-1 after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.
2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.
3. Construction Changes
 - a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of LPA's request.
 - b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.



Attachment C-1

6320 CRAIG STREET | INDIANAPOLIS, IN 46250
 317.849.5832 | F: 317.841.4291 | 800.382.5206 | WWW.B-L-N.COM

A TRADITION OF EXCELLENCE SINCE 1945

Dillman Road over Clear Creek

Des. No. 2101712

Letting Date: 12/09/2026

Project Task	Proposed		
	Start	Finish	Dur.
Project Authorized (NTP)	02/02/2023	02/02/2023	0
Survey	02/02/2023	07/02/2023	150
Final Historic Bridge Alternative Analysis	07/02/2023	10/30/2023	120
Hydraulic Design (INDOT Submittal not Required)	07/02/2023	02/12/2024	225
Stage 1 Design	03/28/2024	09/24/2024	180
Preliminary Field Check	11/08/2024	12/08/2024	30
Geotechnical Investigation	12/08/2024	04/07/2025	120
Stage 2 Design	04/07/2025	08/05/2025	120
Final Pavement Design	04/07/2025	01/17/2026	285
Final Environmental Document Approval	12/14/2023	07/18/2025	582
Permits Approval	11/08/2024	04/02/2026	510
R/W Clear	07/18/2025	07/18/2026	365
Utility Coordination	02/02/2023	06/18/2026	1232
Railroad Coordination	02/02/2023	06/18/2026	1232
Stage 3 Design	09/19/2025	04/17/2026	210
Final Field Check	06/03/2026	07/18/2026	45
Final Tracings Submittal	07/18/2026	08/17/2026	30
Ready for Contracts	08/17/2026	09/16/2026	30

The schedule Finish Dates represent BLN submittal dates.

A 45 day review period was assumed in the development of this schedule.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$511,000.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6, A.7 and A.8 - \$501,000.00, Section A.9, A.10 and A.11 - \$10,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a.	Survey	\$ 44,200.00
b.	Utility Survey	\$ 2,200.00
c.	Categorical Exclusion	\$ 64,600.00
d.	Waters of the US Report	\$ 9,400.00
e.	Public Hearing	\$ 13,900.00
f.	Bridge Design and Plans	\$207,500.00
g.	Historic Alternative Analysis	\$ 23,000.00
h.	MEPDG Pavement Design	\$ 8,300.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

3. Amount of Payment (Geotechnical Services)

- A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.
 1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.
 2. The amount of \$27,426.84 is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 5

of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$27,500.00 unless and until a supplemental agreement is executed.

4. Compensate the CONSULTANT for the Services under Appendix "A", Item 6 (Right-of-Way Engineering), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
Right-of-Way Engineering	
Abstracting	
-20 year Residential Title Search (1 Reports)	\$ 430.00 per report
-20 year Municipal Title Search (5 Reports)	\$ 505.00 per report
-20 year Industrial Title Search (1 Report)	\$ 480.00 per report
-20 year Agricultural Title Search (1 Report)	\$ 480.00 per report
-Title Updates (8 Reports)	\$ 205.00 per report
R/W Plans (6 Parcels)	\$ 600.00 per parcel
Legal Descriptions (16 Descriptions)	\$1,190.00 per description
Parcel Plats (6 Parcels)	\$ 900.00 per parcel
R/W Staking (6 Parcels)	\$ 985.00 per parcel
Plat One (1 each)	\$1,400.00
Upload to LRS (6 Parcels)	\$ 150.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately forty one thousand nine hundred dollars (\$41,900.00) will be required to complete Right-of-Way Engineering. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

5. For the services required in accordance with Section A.7 of Appendix "A", the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D" in accordance with the following schedule:

a.	Permits	\$32,200.00
b.	Utility Coordination	\$17,700.00
c.	Meetings	\$ 6,100.00
d.	Asbestos Inspection	\$ 2,500.00

6. If services are required in accordance with Sections A.9, A.10 and A.11 of Appendix "A", funding will be encumbered in an amount not to exceed \$10,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Lisa Ridge, Highway Director
Monroe County Highway Department
501 N. Morton St., Room 216
Bloomington, IN 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.7, A.9, A.10 and A.11, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at

by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

- b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.7, A.9, A.10 and A.11 of Appendix "A", agrees to pay the CONSULTANT in the following manner:
 - a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to \$75.69/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from LPA's Division of Accounting and Control, except that LPA shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by LPA. The overhead rate shall be determined by LPA's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

- b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall be made for overtime premium wages unless authorized in advance by LPA.
- c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

Fee Summary

• Survey	\$ 44,200.00
• Utility Survey	\$ 2,200.00
• Categorical Exclusion	\$ 64,600.00
• Waters of the US Report	\$ 9,400.00
• Public Hearing	\$ 13,900.00
• Bridge Design	\$207,500.00
• Historic Bridge Alternatives Analysis	\$ 23,000.00
• Pavement Design	\$ 8,300.00
• Geotechnical (Actual Cost)	\$ 27,500.00
• Permits (Hourly NTE)	\$ 32,200.00
• Utility Coordination (Hourly NTE)	\$ 17,700.00
• Meetings (Hourly NTE)	\$ 6,100.00
• Asbestos Inspection (Hourly NTE)	\$ 2,500.00
• Right-of-Way Engineering (Per Unit)	\$ 41,900.00
• Construction Phase Services (Hourly NTE)	<u>\$ 10,000.00</u>
 Total	 \$511,000.00

Attachment D-1

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
<u>GEOTECHNICAL FIELD</u>					
1.	Mobilization and Field Coordination				
a.	SPT Rig	1	ea	\$284.00	\$ 284.00
b.	CPT		ea	475.00	-
c.	Mileage	125	mi	3.70	462.50
2.	Truck mounted borings with split spoon sampling				
a.	Standard		ft	20.00	-
b.	Night time		ft	23.60	-
3.	Truck mounted borings with drilling fluid				
a.	Standard		ft	22.00	-
b.	Night time		ft	26.00	-
4.	Truck mounted core drilling				
a.	Standard		ft	41.00	-
b.	Night time		ft	48.40	-
5.	Truck mounted borings				
a.	Truck mounted borings through bedrock or boulders or concrete pavement				
i.	Standard		ft	41.00	-
ii.	Night time		ft	48.40	-
b.	Bridge deck coring and restoration				
i.	Standard		ea	368.00	-
ii.	Night time		ea	434.00	-
6.	Cone penetrometer testing				
a.	Set up				
i.	Standard		ea	84.00	-
ii.	Night time		ea	99.00	-
b.	Subsurface profiling				
i.	Standard		ft	13.00	-
ii.	Night time		ft	15.00	-
c.	Profiling with pore pressure measurement				
i.	Piezometric Saturation				
a.	Standard		ea	98.00	-
b.	Night time		ea	115.00	-
ii.	Penetration				
a.	Standard		ft	15.25	-
b.	Night time		ft	18.00	-
iii.	Pore water dissipation test				

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
	a. Standard		hr	200.00	-
	b. Night time		hr	235.00	-
	iv. Hydraulic conductivity and consolidation				
	a. Standard		ea	79.00	-
	b. Night time		ea	93.00	-
	d. Profiling with Shearwave Velocity Measurement				
	i. Standard		ft	17.00	-
	ii. Night time		ft	20.00	-
	e. Sample				
	i. Standard		ea	26.00	-
	ii. Night time		ea	30.00	-
7.	Hand or truck soundings				
	a. Standard		ft	13.25	-
	b. Night time		ft	15.50	-
8.	Hand auger drilling				
	a. Standard		ft	13.75	-
	b. Night time		ft	16.25	-
9.	Skid mounted borings with split spoon sampling				
	a. Standard	200	ft	32.00	6,400.00
	b. Night time		ft	37.75	-
10.	Skid mounted borings using drilling fluid				
	a. Standard		ft	33.50	-
	b. Night time		ft	39.50	-
11.	Skid mounted core drilling				
	a. Standard	50	ft	46.00	2,300.00
	b. Night time		ft	54.00	-
12.	Skid mounted boring through bedrock or boulders				
	a. Standard	15	ft	48.00	720.00
	b. Night time		ft	56.00	-
13.	Skid mounted soundings				
	a. Standard		ft	19.00	-
	b. Night time		ft	22.00	-
14.	Skid Mounted Cone Penetrometer Testing (CPT)				
	a. Set up				
	i. Standard		ea	121.00	-
	ii. Night time		ea	143.00	-
	b. Subsurface profiling				

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
	i. Standard		ft	18.75	-
	ii. Night time		ft	22.00	-
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	116.00	-
	b. Night time		ea	137.00	-
	ii. Penetration				
	a. Standard		ft	22.00	-
	b. Night time		ft	26.00	-
	iii. Pore Water Dissipation Test				
	a. Standard		hr	231.00	-
	b. Night time		hr	273.00	-
	iv. Hydraulic Conductivity and Consolidation				
	a. Standard		ea	89.00	-
	b. Night time		ea	105.00	-
	d. Profiling with Shearwave Velocity Measurement				-
	i. Standard		ft	26.25	-
	ii. Night time		ft	31.00	-
	e. Sample				
	i. Standard		ea	34.00	-
	ii. Night time		ea	40.00	-
15.	Furnishing of a boat		Actual Cost		-
16.	Barge set-up expenses				
	a. Navigable water				
	i. Barge set-up		ea	6,300.00	-
	ii. Rental of support equipment and/or boat		Actual Cost		-
	iii. Drill rig down time		hr	157.00	-
	b. Non-navigable water barge set-up		ea	5,250.00	-
17.	Additional disassembly and reassembly				
	a. Navigable water		ea	2,200.00	-
	b. Non-navigable water		ea	2,000.00	-
18.	Barge mounted borings with split spoon sampling		ft	35.00	-
19.	Barge mounted core drilling		ft	48.00	-
20.	Barge mounted boring through bedrock or boulders		ft	48.00	-
21.	Barge mounted soundings		ft	21.00	-
22.	Casing through water		ft	9.00	-
23.	Uncased sounding through water		ft	6.00	-

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
24.	Set up for borings and machine soundings				
	a. Borings and machine soundings less than 20 ft deep	3	ea	74.00	222.00
	b. Rock core borings	4	ea	126.00	504.00
25.	Additional 2-in. split spoon sampling		ea	22.00	-
26.	3-in. split spoon samples		ea	24.00	-
27.	3-in. Shelby tube samples	2	ea	66.00	132.00
28.	Bag samples				
	a. 25-lb sample	1	ea	54.00	54.00
	b. 5-lb sample	6	ea	35.00	210.00
29.	Field vane shear test				
	a. Standard		ea	121.00	-
	b. Night time		ea	143.00	-
30.	4½-in. cased hole		ft	13.00	-
31.	Installation of Geotechnical Instruments				
	a. Inclinator casing installation				
	i. Standard		ft	16.00	-
	ii. Night time		ft	19.00	-
	b. Piezometer installation up to 25 ft below surface		ea	284.00	-
	c. Piezometer installation deeper than 25 ft below surface		ea	315.00	-
	d. Metal protective outer cover for inclinometer and piezometer casings		ea	132.00	-
32.	Railroad expenses		Actual Cost		-
33.	Twenty-four hour water levels				
	a. Field measurements per borehole				
	i. Standard	7	ea	40.00	280.00
	ii. Night time		ea	48.00	-
	b. PVC slotted pipe	30	ft	6.50	195.00
34.	Special borehole backfilling				
	a. 0 to 30 ft				
	i. SPT				
	a. Standard	7	ea	150.00	1,050.00
	b. Night time		ea	175.00	-
	ii. CPT				
	a. Standard		ea	49.00	-
	b. Night time		ea	57.00	-

INDOT Approved Fee Schedule 2020

Des. No.: N/A
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 Location: Dillman Road over Clear Creek
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 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
b.	More than 30 ft				
i.	SPT				
a.	Standard		ft	7.00	-
b.	Night time		ft	8.25	-
ii.	CPT				
a.	Standard		ft	2.00	-
b.	Night time		ft	2.40	-
c.	Pavement restoration				
i.	Standard	3	ea	65.00	195.00
ii.	Night time		ea	75.00	-
35.	Equipment Rental	1	Actual Cost	1,500.00	1,500.00
36.	Traffic control				
a.	Flag crew		day	800.00	-
b.	Equipment Rental and Professional traffic Control Services		Actual Cost		-
c.	Flag crew with equipment		day	950.00	-
37.	Centerline surveying		Actual Cost		-
38.	Percolation Test				
a.	Granular Soils (A-1, A-2, A-3)		ea	2,000.00	-
b.	Cohesive Soils (A-4, A-5, A-6, A-7)		ea	3,000.00	-
Subtotal (Geotechnical Field)				\$	14,508.50
<u>GEOTECHNICAL LABORATORY</u>					
39.	Sieve analysis for soils	12	ea	52.00	\$ 624.00
40.	Hydrometer analysis	12	ea	61.00	732.00
41.	Sieve analysis for Aggregates				
a.	Analysis by Washing (AASHTO T-11)		ea	81.50	-
b.	Analysis by Using (AASHTO T-27)		ea	142.00	-
42.	Liquid limit	6	ea	41.00	246.00
43.	Plastic limit & plasticity index	6	ea	30.00	180.00
44.	Liquid Limit Ratio		ea	79.00	-
45.	pH test	12	ea	16.50	198.00
46.	Loss on Ignition Test				
a.	Loss on Ignition Test (Conventional)	6	ea	26.00	156.00
b.	Loss on Ignition Test (Sequential)		ea	55.00	-
c.	Organic content based on Colorimeter		ea	26.00	-
47.	Topsoil Tests				
a.	Phosphorus tests	6	ea	23.00	138.00

INDOT Approved Fee Schedule 2020

Des. No.: N/A
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 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
	b. Potassium tests	6	ea	23.00	138.00
48	Moisture Content Test				
	a. Moisture Content Test (Conventional)	60	ea	7.25	435.00
	b. Moisture Content Test (Microwave)		ea	9.00	-
49	Expansion Index of Soils		ea	247.00	-
50	Specific Gravity Test		ea	38.00	-
51	Unit weight determination		ea	19.00	-
52	Hydraulic Conductivity Test				
	a. Constant Head		ea	247.00	-
	b. Falling Head		ea	300.00	-
53	Unconfined Compression Test on soils & Rocks				
	a. Unconfined Compression Test (Soils)	2	ea	50.00	100.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/ stabilization (3 samples is equal to 1 unit)		ea	125.00	-
	c. Point Load Strength Index of Rock		ea	55.00	-
54	Compressive Strength and Elastic Moduli of Intact Rock				
	a. Compressive Strength of Intact Rock	6	ea	120.00	720.00
	b. Elastic Moduli of Intact Rock		ea	452.00	-
55	Consolidation Test		ea	500.00	-
56	Triaxial test				
	a. Unconsolidated - Undrained (UU)		ea	375.00	-
	b. Consolidated - Undrained (CU)		ea	550.00	-
	c. Consolidated - Drained (CD)		ea	775.00	-
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	260.00	-
57	Direct Shear Test		ea	575.00	-
58	Moisture-Density Relationship Test				
	a. Standard Proctor		ea	150.00	-
	b. Modified Proctor		ea	165.00	-
59	Soil Support Testing				
	a. Subgrade Resilient Modulus on remolded soils		ea	660.00	-
	b. Resilient modulus on Shelby tube	1	ea	420.00	420.00
60	Collapse Potential Evaluation Test				
	a. Cohesive or Expansive Soils		ea	500.00	-
61	Water Soluble Sulfate Test	1	ea	110.00	110.00

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
62	Water Soluble Chloride Test		ea	110.00	-
63	Soil Resistivity Test		ea	150.00	-
64	Shale Durability Tests				
	a. Slake Durability Index Test		ea	140.00	-
	b. Jar Slake Test		ea	15.00	-
Subtotal (Geotechnical Laboratory)					\$ 4,197.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>					
74	Pressuremeter Testing services		day	1,800.00	-
75	Mobilization of testing equipment		LS	200.00	-
77	Integrity testing		Actual Cost		-
79	Dynamic pile analysis		ea	1,100.00	-
81	Dynamic pile load test		Actual Cost		-
82	CAPWAP-C analysis		ea	600.00	-
Subtotal (Construction Inspection and Monitoring)					\$ -
<u>PAVEMENT INVESTIGATION</u>					
88.	Mobilization of coring equipment		LS	225.00	-
89.	Mobilization mileage for coring equipment		mi	2.00	-
90.	Pavement core (partial depth)		ea	140.00	-
91.	Pavement core (full depth)				
	a. Standard		ea	215.00	-
	b. Night time		ea	255.00	-
92.	Sub-base sample		ea	66.00	-
93.	Cement concrete pavement core density determination		ea	36.00	-
94.	Cement concrete core compressive strength test		ea	35.00	-
95.	Bituminous extraction test		ea	90.00	-
96.	Sieve analysis of extracted aggregate test		ea	61.00	-
97.	Recovery of asphalt from solution by Abson method		ea	378.00	-
98.	Theoretical maximum specific gravity test		ea	80.00	-
99	Bulk specific gravity test		ea	35.00	-
100.	Air voids calculation		ea	31.00	-
101.	Core report		ea	65.00	-
Subtotal (Pavement Investigation)					\$ -
<u>ENGINEERING</u>					
Subtotal (Engineering see next 2 pages)					\$ 8,721.34

INDOT Approved Fee Schedule 2020

Des. No.: N/A
 Project: Bridge Replacement - Monroe County Bridge County 83
 Location: Dillman Road over Clear Creek
 County: Monroe
 CTL Proposal No.: 22050067INDP

Item	Description	Quantity	Unit	Unit Price	Total
<u>Summary of Fees</u>					
	Geotechnical Field			\$	14,508.50
	Geotechnical Laboratory			\$	4,197.00
	Construction Inspection and Monitoring			\$	-
	Pavement Investigation			\$	-
	Engineering			\$	8,721.34
Estimated Total Fee					\$ 27,426.84

PROJECT TEAM HOURS

Appendix "A"	PROJECT TEAM HOURS																	
	Items	Designation/Classification	Engineering Staff			Non-Engineering Staff			Geophysicist			CADD		Admin Staff		Reimbursable Expenses	Totals	
			Staff Type	Time (hr)	Rate (\$)	Staff Type	Time (hr)	Rate (\$)	Staff Type	Time (hr)	Rate (\$)	Time (hr)	Rate (\$)	Time (hr)	Rate (\$)			
Geotechnical Field	1d	1	Marking test borings and pavement core locations (Boring/coring layout)	Staff Engineer	8	99.03											792.24	
		2	Field checks, coordination the field work with utilities and sub contractors	Staff Engineer	8	154.86											1,238.88	
		3	Obtaining required permits	Staff Engineer	4	99.03											396.12	
	1e	1	Coordination with Property owners														-	
		2	Crop damage														-	
Traffic Control	36d	1	Coordinating field work with Traffic control sub-contractor														-	
Geotechnical Report, Final Check Print and Foundation Review	65	1	Review of Historical Documents & Current Plans	Project Engineer	1	154.86											154.86	
		2	Prepare Exploratory Program, Review and Concurrence with INDOT	Project Engineer	4	154.86											619.44	
		3	Assign Laboratory Tests	Project Engineer	2	132.52											265.04	
		4	Prepare gINT boring Logs	Staff Engineer	8	99.03											792.24	
		5	Review Boring Logs and Lab test data (QC/QA)	Project Engineer	1	132.52											132.52	
		6	Prepare Roadway subsurface Profiles														-	
		7	Prepare Bridge subsurface profiles														-	
		8	Preparation of geotechnical recommendations, report, appendices and concurrence with INDOT															-
		8a	a. Without Soil Subgrade Investigations	Design Engineer	8	132.52												1,060.16
				Project Engineer	2	154.86												309.72
	8b	b With Soil Subgrade Recommendations															-	
	8c	c Soil Subgrade Recommendations (ONLY)															-	
	8d	d Soil Profile Drawing															-	
8e	e, Development of Unique Special Provisions															-		
9	Foundation review	Project Engineer	1	154.86												154.86		
10	Final Check Prints	Project Engineer	1	154.86												154.86		
65	1	Geotechnical Data Report & Technical memoranda for DB, DBBV & PPP projects															-	
Geotechnical Analysis	67	1	Settlement Analysis And Recommendations For Embankment														-	
		2	a Proposed Embankment	Design Engineer	4	132.52											530.08	
		2	b Proposed and Existing Embankment														-	
	68	1	Ground Modification Design														-	
	69	1	Slope Stability Analysis														-	
70		1	Bridge Foundation Analysis And Recommendations														-	
	1	a Spread foundation															-	
	2	b Deep foundation	Design Engineer	16	132.52												2,120.32	
3	c Settlement analysis for bridge pier foundation (i, ii, iii)															-		

PROJECT TEAM HOURS

Appendix "A"	Designation/Classification		PROJECT TEAM HOURS														Reimbursable Expenses	Totals	
	Items	Tasks/Base Hourly Rate (\$)	Engineering Staff			Non-Engineering Staff			Geophysicist			CADD		Admin Staff					
			Staff Type	Time (hr)	Rate (\$)	Staff Type	Time (hr)	Rate (\$)	Staff Type	Time (hr)	Rate (\$)	Time (hr)	Rate (\$)	Time (hr)	Rate (\$)				
Geotechnical Analysis	4	d. Foundation on Bedrock																	
		Retaining Structure Analysis And Recommendations																	
		a. Conventional Retaining Structure																	
	1a	Spread Foundation																	
	1b	Deep Foundation																	
	1c	ii. Settlement Analysis For Retaining Wall Foundations																	
	71	b. Pile Retaining Structure Analysis And Recommendations																	
	2a	i. Free Standing Structure																	
	2b	ii. Retaining Structure With Tie-Back System																	
	3a	c. Drilled-In-Pier Retaining Structure Analysis																	
	3b	i. Free-Standing Structure																	
	4	ii. Retaining Structure With Tie-Back System																	
	72	d. Soil Nailing Wall																	
	73	Seepage Analysis																	
75	Deep Dynamic Compaction Analysis																		
Construction Inspection & Monitoring	76	Monitoring Geotechnical Instrumentation																	
	1a	a. Monitoring Geotechnical Instrumentation																	
	1b	b. Field Inspector																	
	78	Field Compaction Testing																	
	1a	a. Dynamic Cone Penetration (DCP) Test																	
	1b	b. Light Weight Deflectometer (LWD)																	
80	Static Load Test																		
83	Final Construction Inspection Report																		
Foundation Evaluation by Non-Destructive Methods	84	Foundations																	
Geophysical Investigations	85	Geophysical Investigations																	
Geotechnical Project Management (For Lead Geotechnical Consultant Only)	86	Project Management																	
	1	a. Project Coordination																	
Payment Investigation	2	b. Project Website																	
	87	Geotechnical Review																	
	1	a. Structure Report																	
	2	b. Roadway Report																	
102	Pavement Analysis And Report																		
																	Total Engineering	8,721.34	

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 83 Replacement
DESCRIPTION: Dillman Road over Clear Creek

Task	Manhours by Classification				Total
	Depart. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Review Survey Notes			2	4	6
Plot, Check & Ink Topo for Plan & Profile			4	16	20
Plot & Check Original Cross Sections			4	16	20
Plot & Check Topo on Layout Sheet			2	4	6
Prepare Prel. Typical Cross Section			4	8	12
Prepare Preliminary Title Sheet				4	4
Hydraulic Analysis		32	64		96
Alternate Alignment Study and Cost					0
Design Preliminary Grade and Alignment		8	16		24
Design Prel. Structure Geometrics on Layout		4	8	12	24
Quality Assurance	4				4
Hydraulic Review Plans					
Revise Plans per Hydraulic Review		2		2	4
Economic Structure Cost Analysis		24	48		72
Preliminary Plan & Profile Sheets		12	28	56	96
Preliminary Drainage Design		2	4		6
Prepare Preliminary Layout Sheet			4	8	12
Prepare Preliminary Channel Layout			2	4	6
Preliminary R/W Design			2	4	6
Prepare Preliminary General Plan		2	8	16	26
Preliminary Plot of Final Cross Sections			20	36	56
Project Management		16			16
Quality Assurance	4				4
Stage 1 Plans					
Revise Plans per Stage 1 Review		2	4	4	10
Preliminary Maintenance of Traffic			8	12	20
Preliminary Load Table		2	4	2	8
Prel. Approach, Drive & Intersection Det.		4	12	24	40
Quality Assurance	2				2
Preliminary Field Check Plans					
Field Inspection		8	8		16
Revise Plans per Field Check Review			4	4	8
Final R/W Design & Plans			2	4	6
Final R/W Plat #1 or #3			2	4	6
Finalize Typical Cross Section			2	4	6
Finalize Cross Sections			8	20	28
Finalize Plan & Profile Sheets		4	16	32	52

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 83 Replacement
DESCRIPTION: Dillman Road over Clear Creek

Task	Manhours by Classification				Total
	Depart. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Finalize Title Sheet for R/W Plans			1	2	3
Preliminary Approach Table			2	4	6
Preliminary Construction Cost Estimate		8	12		20
Final Approach, Drive & Intersection Details			8	16	24
Project Management		12			12
Quality Assurance	2				2
Stage 2 Plans					
Revise Plans per Hrg. & Agency Comments			4	4	8
Pavement Design					0
Soil Boring Sheet & Foundation Selection			4	8	12
Superstructure Design		24	48		72
Superstructure Details			32	54	86
End Bent Design		8	16		24
End Bent Details			8	16	24
Interior Substructure Design		12	24		36
Interior Substructure Details			8	16	24
R.C. Approach Slab Details			8	16	24
Structure Data Sheet			2	2	4
Underdrain Design Table					0
Paved Side Ditch, Sodding & Sign Table			1	2	3
Earthwork Computation & Balance			2	4	6
Final Maintenance of Traffic			1	2	3
Finalize Layout Sheet			2	4	6
Finalize Channel Layout Sheet			1	2	3
Finalize General Plan			2	4	6
Final Quantity Computations			16	24	40
Bridge Summary Sheet			2	4	6
Preliminary Construction Cost Estimate		8	12		20
Finalize Title Sheet				1	1
Preliminary Special Provisions		4	16		20
ERMS Submittal Package		4	16		20
Project Management		16			16
Quality Assurance	8				8
Stage 3 Plans					

**FEE JUSTIFICATION EXHIBIT
MANHOURS BY CLASSIFICATION
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 83 Replacement
DESCRIPTION: Dillman Road over Clear Creek

Task	Manhours by Classification				Total
	Dept. Mgr.	Project Mgr.	Project Engineer	CAD Technician	
Revise Plans per Final Check Print Review			2	4	6
Final Construction Cost Estimate		4	2		6
Final Special Provisions		4	4		8
ERMS Submittal Package		4	16		20
Project Management		8			8
Quality Assurance	8				8
Final Tracings					
Total Hours	28	238	562	489	1317
Hourly Rate	\$73.13	\$64.75	\$48.44	\$35.98	
Total Labor	\$2,047.64	\$15,410.50	\$27,223.28	\$17,594.22	\$62,275.64
Overhead (186.52%)					\$116,156.52
Labor + Overhead					\$178,432.16
Profit (15%)					\$26,764.82
Sub-Total					\$205,196.99
Direct Non-Salary Costs					\$2,226.48
FCCM (.16%)					\$99.64
Total					\$207,523.11
USE					\$207,500.00

**FEE JUSTIFICATION EXHIBIT
DIRECT NON-SALARY COSTS
BRIDGE DESIGN**

OWNER: Monroe County
PROJECT: Bridge 83
DESCRIPTION: Dillman Road over Clear Creek

Task	X	Y	Total
Mileage:			
(X miles/round trip) x (Y trips) x (\$0.42/mile) =	148	2	\$124.32
Printing:			
8 1/2" x 11": (X sets) x (Y pages/set) x (\$0.15/page) =			
Stage 1 Computations	2	300	\$90.00
Bridge Design and Quantity Computations (Final Plans)	2	800	\$240.00
Bridge Design and Quantity Computations (Tracings)	2	800	\$240.00
Plan Sheets: (X sets) x (Y shts/set) x (\$1.71/sht) =			
Stage 1 Design	3	39	\$200.07
PFC	3	39	\$200.07
Stage 2 Design	3	42	\$215.46
Stage 3 Design	3	67	\$343.71
FFC	3	67	\$343.71
Final Tracings	2	67	\$229.14
Plotting:			
Plan Sheets: (X sets) x (Y shts/set) x (\$9.00/sht) =			
Final Tracings	0	0	\$0.00
Other Disciplines:			
DNR Permit Application Fee	*	*	\$0.00
Ground Photos	*	*	\$0.00
Aerial Photos	*	*	\$0.00
Aerial Mapping	*	*	\$0.00
Geotechnical Investigations	*	*	\$0.00
Special Structural Investigations	*	*	\$0.00
Total			\$2,226.48
USE			\$2,226.48



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 structure had a bid opening on May 18, 2022. The lowest bid was \$990,000.00 so it was unawardable. We have gone back to the Consultant to change the design to be more consistent with a concrete box beam bridge that was just installed on North Shore Drive. We will save on construction of the project by the re-design, however, it is a cost. The construction cost saving should exceed what the re-design cost is.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$37,760.00"/>

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:



July 5, 2022

Ms. Kelsey Thetonia, CPESC, CESSWI, MS4 Coordinator
Monroe County Highway Department
501 North Morton Street Suite 216
Bloomington, IN 47303

RE: Re-Design of Structure 1349 & 1355

Dear Ms. Thetonia:

Shrewsberry & Associates, LLC (Shrewsberry) is pleased to submit this proposal to provide professional services for the re-design of Baby Creek Structures 1349 and 1355. If we have misunderstood any project information for the requested scope of services, we are amenable to revise this proposal as necessary. Our understanding of the project and associated scope and fees is outlined below.

PROJECT UNDERSTANDING

Following the completion of the design of Baby Creek Structure 1355 and subsequent bidding of this project, it has been determined that the Contractor Bid prices are beyond the County's budgeted price for constructing this structure. As this structure is in critical condition, you have communicated to us the urgency of replacing it as quickly as possible. We have performed a preliminary assessment of alternative cost-saving measures that can be implemented for the re-design of this structure and have developed a scope and fee for this effort. Specific cost saving measures that have been considered are to replace the Aluminum Box Culvert (ALBC) design with a rectangular culvert.

You have also communicated to us that you would like Structure 1349 to be re-designed as well. This structure was part of the original set of 5 structures, but not included with the bid package that was prepared earlier this year.

This amendment is for the following tasks for structures 1349 and 1355.

- Provide a Technical Memorandum amending the Basis of Design Report with the new design updates. This Memorandum will include an Opinion of Probable Construction Costs.
- Update the Contract Documents (Drawings and Specifications) to reflect the new concept.
- Revise the Opinion of Probable Costs.
- Re-bid the revised contract documents.

DESIGN MILESTONES

The project will be executed in two milestones: Technical Memorandum Completion & Contract Document. The tasks to be completed during these stages are as follows:

Technical Memorandum Completion

- A Technical Memorandum summarizing the design changes to Structures 1349 and 1355 will be developed
- HEC-RAS modeling will be updated with new configuration
- Opinion of Probable Construction Costs (OPCC) will be updated

Detailed Design

- Contract Documents (Drawings and Specifications) will be completed.

- Bid Documents will be prepared, and associated Addendum (assumed 2) will be developed based on Contractor’s questions received during the Bid Process.

EXCLUSIONS

- Modifications to the remaining 3 Structures (1345, 1362 and 1375) will not be made at this time.

MODIFICATIONS MADE FROM ORIGINAL PROPOSAL

Based on our discussions regarding our initial proposal, the following modifications have been made

- A brief Technical Memorandum will be developed summarizing design changes rather than a complete update of the BODR.
- The proposed run-around in the initial design will be kept in the re-design. The selected Contractor will be asked to propose an alternative to this design, and this will be evaluated during the Construction Phase of the project. This eliminates the need to develop phasing drawings.
- With the replacement of the ALBC with a conventional culvert, the re-design is simpler and therefore will require less senior design oversight.
- Additional CAD time was included for the re-design of Structure 1349.

SCHEDULE

A proposed schedule for this work is as follows:

Description	Date
Kick-Off	07/15/2022
BODR Preparation & Modifications	08/05/2022
Project Review	08/10/2022
Design Modification	08/31/2022
Final Design Review	09/07/2022
Incorporate Changes	09/21/2022
1st Advertisement	09/28/2022
2nd Advertisement	10/05/2022
Addendum 1	10/12/2022
Addendum 2	10/19/2022
Open Bids	10/21/2022

FEE

Fees for this project will total \$37,760 as detailed in the Work Break Down Structure included herein and as summarized below.



FEE SUMMARY

Description	Amount
BODR Completion	\$11,180
Detailed Design	\$26,580
Total	\$37,760

Please let me know if you have any questions regarding this proposal. Thanks again for the opportunity to propose on this work. We look forward to hearing from you soon.

Sincerely,

Kwabena Adu-Sarkodie, P.E
Director- Water Resources Engineering
Shrewsberry & Associates, LLC

WORK BREAKDOWN STRUCTURE



Monroe County- Baby Creek Structure 1349 & 1355

7/5/2022

17-0230

Re-design Structure 1349 & 1355 to reduce construction costs	Project Engineer 5 \$203.51	Project Engineer 2 \$114.72	Designer 5 \$156.58	Designer 3 \$109.31	Total
Technical Memorandum Completion					
Project Management	8				\$ 1,630
HEC- RAS Modeling	4	24			\$ 5,760
BODR Modification	6				\$ 1,230
OPCC Preparation	2	4			\$ 870
QA/QC & Incorporation	2	4			\$ 870
Project Review	2				\$ 410
Incorporation of Comments	2				\$ 410
Total - BODR Completion	26	32	0	0	\$ 11,180
Detailed Design & Bidding					
Project Management					\$ -
Specification Modifications		16			\$ 1,840
Drawing Modifications	4		20	40	\$ 8,320
QA/QC	4				\$ 820
Incorporation of Comments	4	12	8	60	\$ 10,010
Design Review Meeting	4				\$ 820
Bid Preparation	2				\$ 1,290
Addenda Preparation	4	4		8	\$ 2,150
Bid Tabulation	2	8			\$ 1,330
Total- Detailed Design & Bidding	24	40	28	108	\$ 26,580
Total Direct Labor =	50	72	28	108	\$ 37,760
Direct Expenses				Rate	Cost
Mileage				\$ 0.55	\$ -
Printing				\$ 200.00	\$ -
Per Diem for overnight				\$ 25.00	\$ -
Lodging				\$ 125.00	\$ -
					\$ -
Totals					
					\$ 37,760
					\$ -
					\$ 0
					\$ 37,760



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 preliminary design for 7 locations at trail crossings to improve the safety for alternative transportation and the traveling motorists for awareness of the crossings. The locations are Dillman Road, Church Lane, Victor Pike, That Road, Rogers Street, Zenith Drive and Old Vernal Pike. The construction/installation is being covered with 90% of HSIP funds through the MPO. We have met with both City Parks and Recreation and the County and they are very supportive of the pedestrian improvements being suggested at these locations.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Local Road and Street"/>	<input type="text" value="1169"/>	<input type="text" value="\$32,050.00"/>

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

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

FY2023

Pass Through Entity:

Des #1900493

Request completed by:

Lisa Ridge

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

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____ 2022 (“Effective Date”) by and between the MONROE COUNTY BOARD OF COMMISSIONERS, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and BUTLER, FAIRMAN & SEUFERT, INC. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900403

Project Description: Pedestrian Trail Crossing Improvements

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract, which is estimated to be November, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 32,050.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS 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 the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS 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.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT 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 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 contracts, 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.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT 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. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not 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. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, 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 and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT 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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT 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 LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the 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 LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and 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.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
Monroe County
501 North Morton Street, Suite 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.
Butler Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA 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, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that 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;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge 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 Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

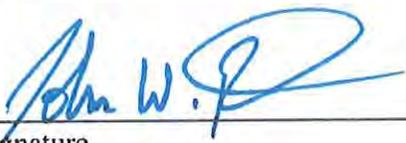
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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

**CONSULTANT
BUTLER, FAIRMAN & SEUFERT,
INC.**



Signature
John W. Brand, President

**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY, INDIANA**

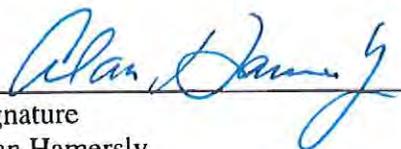
Signature
Julie Thomas, President

Signature
Elizabeth Lee Jones, Vice President

Signature
Penny Githens, Commissioner

Attest:

Attest:



Signature
Alan Hamersly

Signature
Jill Newman, Financial Manager

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA).

This is a self-certified LPA project.

Project Description: Installation of rectangular rapid flashing beacons at the following locations:

- Dillman Road at Limestone Trail
- Church Lane at Limestone Trail
- Rockport Road at Clear Creek Trail
- Victor Pike at Clear Creek Trail
- That Road west of Rogers Street at Clear Creek Trail
- That Road west of Victor Pike at Clear Creek Trail
- Rogers Street at Clear Creek Trail

The CONSULTANT shall be responsible for performing the following activities:

A. TOPOGRAPHIC SURVEY

1. Topographic survey will not be performed.
2. Existing linework will be obtained using available online resources, including aerial mapping and GIS shape files, as well as onsite observations.
3. Existing right-of-way and property lines will be drawn using GIS shapefile linework. Property ownership will be obtained from the Monroe County GIS site.

B. ENVIRONMENTAL SERVICES:

The environmental services required to develop this project shall meet the National Environmental Policy Act of 1969 (NEPA) regulations and, as appropriate, latest versions of the NEPA and the Indiana Department of Transportation (INDOT) Decision Making Process, INDOT Procedural Manual for Preparing Environmental Documents, and INDOT Categorical Exclusion Manual.

This project appears to meet the criteria of the Programmatic CE.

The CONSULTANT shall provide the following services and environmental documentation for the entire project route:

1. Project corridor impact evaluation including:
 - a. Standard endangered, threatened and rare species review and USFWS IPaC review
 - b. Completion of a Limited Red Flag Investigation
2. Section 106 Consultation including, as appropriate,
 - a. Preparation of Minor Project Programmatic Agreement (MPPA) Category B documentation and consultation with the Indiana Department of Transportation (INDOT) Cultural Resources Office (CRO).
3. Completion of the Programmatic Categorical Exclusion Document

Items not included in the above descriptions include the following:

1. Public Involvement
2. Early coordination with various required local, state and federal agencies.
3. Waters Report and wetland determination/delineation

4. Ecological Evaluation Form
5. Karst, Sole Source Aquifers, Wellhead Protection Areas, Ground Water, Surface Water and Drinking Water reviews
6. Floodplain review
7. Farmland review and completion of the Farmland Conversion Impact Rating Form
8. Section 6(f) (Land and Water Conservation Fund) and Section 4(f) (public park and recreation land, wildlife and waterfowl refuges and historic properties) reviews
9. Identification and recording of existing documentation in regards to the criteria air pollutants and the conformity status of the project
10. Community impacts, Indirect and Cumulative Impacts, Relocation Studies
11. Determination of the Regulatory Permits required for the project
12. Environmental Justice Analysis
13. Stream or Wetland Mitigation plans
14. Noise Analysis
15. Section 106 involvement beyond MPPA Category B documentation
16. Endangered species studies or reports beyond the minimum early coordination review
17. Archaeological Field Investigation
18. Phase I or Phase II Environmental Site Assessment

Providing these services shall constitute a Change in Work.

C. PROJECT DESIGN

1. Project locations are as described above in Project Description.
2. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any. Plans shall be 8-1/2" x 11" sheet size.
3. The CONSULTANT shall submit 30% Plans to the LPA for review and approval, including review meeting.
4. The CONSULTANT shall prepare necessary information and notices and conduct a Preliminary Field Check.
5. 90% Review Submission: The CONSULTANT shall complete the final plans, special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The CONSULTANT shall submit 90% Review Submission to the LPA for review.
6. Final Tracings Package: Upon receipt of 90% Review comments, the CONSULTANT shall submit to INDOT all required documentation for the Final Tracings Package Submission.
7. Bid Assistance: The CONSULTANT shall provide contract document and bid assistance to INDOT and the LPA, including review of INDOT's Contract Information Book and addressing contractor inquiries.
8. The CONSULTANT shall provide the design, the layout, and configuration of new Rectangular Rapid Flashing Beacons (RRFB's) at the locations identified in the Project Description.
9. The CONSULTANT shall provide the design of all incidental crossing improvements, including

but not limited to pavement markings and supplemental signage.

10. This scope of work does not include ADA compliance review or improvements, except as directly related to the RRFB installations.

D. UTILITY COORDINATION & RAILROAD SERVICES

The CONSULTANT shall perform utility coordination which shall include the following in accordance with 105 IAC 13 "Utility Facility Relocation on Construction Contracts" for INDOT and federal-aid local projects:

1. Perform IUPPS 811 Design Ticket and area research to determine utilities in the area of the project.
2. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
3. Conduct a site visit at each location to document the utility field locates.
4. Prepare utility coordination certification and utility special provision.
5. Initiate contact with INDOT Railroad Oversight Agent to coordinate approval for no railroad involvement certification.
6. Finalize coordination with INDOT Railroad Oversight Agent with final plans and MOT for no railroad involvement certification.
7. Prepare, route for approval, and coordination completion of no involvement railroad coordination certification form.

E. GEOTECHNICAL INVESTIGATION

Based on the scope of the Project, it is assumed that a Geotechnical Investigation is not required.

- F. Upon final approval of the Final Tracings Package submittal by the LPA, the CONSULTANT shall deliver to the LPA the following, which shall become the property of the LPA:

1. Set of final approved tracings of the contract plans, in pdf format, drawn to a suitable scale for standard 8-1/2" x 11" sheets.
2. Set of Special Provisions for the Specifications in Word and Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).
3. Copy of the construction cost estimates in CES and Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).
4. Copy all quantity calculations, indexed, paged and bound in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans).

- I. The CONSULTANT shall assist the LPA in updating the Quarterly Tracking Reports and attend and participate in the MPO Quarterly Tracking and Review meetings as requested, primarily via conference call, providing timely and accurate federal aid project updates.

- J. The CONSULTANT shall provide the LPA with documentation necessary for submission of vouchers to INDOT for reimbursement of services.

- K. The CONSULTANT shall attend all such conferences with the officials of the LPA and other interested agencies as may be required in connection with the work. Assume up to three in-person meetings, either onsite or in LPA offices, including the Preliminary Field Check meeting.

- L. The CONSULTANT shall provide the LPA services during construction of the work for the pre-construction meeting, shop drawing review, interpretation of the plans where disagreement may arise, and for consultation during construction in the event unforeseen or unusual conditions may arise.

- M. Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LPA. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use

intended, unless adapted by and approved by the CONSULTANT.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Contract.
- B. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- C. Specifications and standard drawings applicable to the project.
- D. Plans of existing structures and roads within the project limits, if available.
- E. All written views pertinent to the project that are received by the LPA.
- F. Actual relocation and land acquisition costs.
- G. Traffic assignments.
- H. Available data from the transportation planning process.
- I. Utility plans available to the LPA covering utility facilities throughout the affected areas.
- J. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Contract.
- K. All legal services as may be required for development of the project.
- L. Determining and obtaining locations/time/dates for all public meetings and/or hearings.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

A. Environmental Services

1. Draft Programmatic CE submitted to INDOT within 210 calendar days after receipt of Notice to Proceed.
2. Final Programmatic CE approval within 45 calendar days after final INDOT review.

C. Design

1. Preliminary Field Check submission and conduct Field Check within 120 calendar days after Notice to Proceed.
3. 90% Review Package completed and ready for submission no less than 240 calendar days prior to letting.
4. Final Tracings Package completed and ready for submission within 30 days after receipt of approval of 90% Plans from the LPA, and no less than 115 calendar days prior to the estimated letting date of August 9, 2023.

APPENDIX "D"COMPENSATION:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Contract, as identified in Item 2 below, the total fee not to exceed \$32,050.00 unless a modification of the Contract is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under this Contract on a Lump Sum basis in accordance with the following schedule:

a. Programmatic CE	\$ 10,300.00
b. RRFB Design	\$ 19,500.00
c. Utility Coordination and Certification	\$ 2,250.00
3. The CONSULTANT will be paid for supplemental work as additional services in accordance with the rate schedule attached in Appendix "D-1".
4. The CONSULTANT shall not be paid for any service performed by the LPA or services not required to develop this project. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.
2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item VI.6 (Changes in Work), as set out in this Contract.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2022 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V (Principal)	\$ 275.00
E-IV	Engineer IV	\$ 210.00
E-III	Engineer III	\$ 180.00
E-II	Engineer II	\$ 140.00
E-I	Engineer I	\$ 105.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 225.00
FP-IV	Field Personnel IV	\$ 195.00
FP-III	Field Personnel III	\$ 155.00
FP-II	Field Personnel II	\$ 120.00
FP-I	Field Personnel I	\$ 95.00
EA-III	Engineer’s Assistant III	\$ 185.00
EA-II	Engineer’s Assistant II	\$ 150.00
EA-I	Engineer’s Assistant I	\$ 105.00
SP-1	Support Personnel I	\$ 75.00
C-II	Clerical II	\$ 125.00
C-I	Clerical I	\$ 80.00
P-III	Planner/Environmental Specialist III	\$ 150.00
P-II	Planner/Environmental Specialist II	\$ 110.00
P-I	Planner/Environmental Specialist I	\$ 95.00

The billing rates are effective January 2022 and may be adjusted annually (beginning January 2023) to reflect changes in the compensation payable to the **ENGINEER**.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement is for the next three years for our asset management program in the department. The program is used by several employees in the department for complaint tracking, inspections, work completed, work requests, etc. The highway division, the bridge crew division and the stormwater division use this program on a daily basis. The cost of the software is divided out by the three budgets based on the user numbers for each division. This is the same agreement from the past several years to keep our software current. We have been using Cartegraph since 1997.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="MVH, Stormwater and Cumulative Bridge"/>	<input type="text" value="1176, 1135, 1197"/>	<input type="text" value="\$121,459.82 (3-years)"/>

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, IN
Cartegraph Solutions
Master Agreement

Master Agreement: MA-22-04585
Date Prepared: 7/20/2022
Date of Expiration: 9/20/2022

For any questions or assistance, please contact:

Nate Huinker
Sales Account Manager
Phone: (800) 688-2656
Mobile: +1 5635139167
Email: natehuinker@cartegraph.com

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Master Agreement

Cartegraph Systems LLC is pleased to present this Master Agreement for its world-class technology solutions. This Master Agreement is made and entered into between Monroe County, IN (hereinafter referred to as "Monroe County, IN", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as "Cartegraph"), each referred to as a "Party" or collectively as the "Parties" and is effective when fully executed by both Parties ("Effective Date").

This Master Agreement 1) will exclusively govern Customer's access to and use of Solution Subscriptions and/or Solution Services; 2) is the complete and sole understanding and agreement between Parties, and supersedes any oral or written proposal, agreement, or other communication between the Parties; 3) may only be modified or amended in writing as permitted herein; 4) is governed by the terms and conditions of the Cartegraph Solutions Agreement (Addendum A), unless (i) otherwise set forth herein, or (ii) there is an applicable written Customer Agreement executed by the Parties that directly references this Master Agreement, for the Solutions referenced in this Master Agreement. Any inconsistency between the documents shall be resolved by giving precedence to 1) a Customer Agreement (if applicable), 2) this Master Agreement, and 3) the Cartegraph Solutions Agreement.

The term of this Master Agreement shall begin on the Effective Date and continue until it is terminated as permitted herein. The duration of time specified in the Investment Summary of this Master Agreement shall be the "Initial Term." Subsequently executed Sales Orders under this Agreement may add additional Solution Subscriptions and/or Solution Services to the Initial Term as well as renew the Solution Subscriptions and/or Solution Services for successive periods, each a "Renewal Term."

BY EXECUTING OR REFERENCING THIS MASTER AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY EXHIBITS, AND THE PARTIES AGREE TO BE LEGALLY BOUND BY SUCH AGREEMENT.

CUSTOMER ADDRESS:

Monroe County, IN
501 N. Morton Street, Suite 216
Bloomington, Indiana
47404

LICENSEE ADDRESS:

Monroe County, IN
501 N. Morton Street, Suite 216
Bloomington, Indiana
47404

The following Addendums are attached to this Master Agreement and are incorporated by reference:

- ADDENDUM A - SOLUTIONS AGREEMENT can be found at www.cartegraph.com/solutions-agreement
- ADDENDUM B - Not Used
- ADDENDUM C - Not Used
- ADDENDUM D - Not Used
- ADDENDUM E - CARTEGRAPH OMS EDITIONS
- ADDENDUM F - Not Used

Investment Summary

The following represents the requested Solution Subscriptions and/or Solution Services along with their related durations (Terms).

Term 01 - 11/29/2022 - 11/28/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 21,087.41
2	Stormwater Domain	DOM007	1	USD 6,119.16
3	Transportation Domain	DOM008	1	USD 4,589.37
4	OMS User	OMSUSR	15	USD 7,500.00
Term 01 - 11/29/2022 - 11/28/2023 - Subscription TOTAL:				USD 39,295.94

Term 02 - 11/29/2023 - 11/28/2024 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 21,720.04
2	Stormwater Domain	DOM007	1	USD 6,302.73
3	Transportation Domain	DOM008	1	USD 4,727.05
4	OMS User	OMSUSR	15	USD 7,725.00
Term 02 - 11/29/2023 - 11/28/2024 - Subscription TOTAL:				USD 40,474.82

Term 03 - 11/29/2024 - 11/28/2025 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 22,371.64
2	Stormwater Domain	DOM007	1	USD 6,491.81
3	Transportation Domain	DOM008	1	USD 4,868.86
4	OMS User	OMSUSR	15	USD 7,956.75
Term 03 - 11/29/2024 - 11/28/2025 - Subscription TOTAL:				USD 41,689.06

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 39,295.94
Total Term 2	USD 40,474.82
Total Term 3	USD 41,689.06

Investment Notes:

- Any Customer Purchase Order, Contract, and/or Agreement must reference Cartegraph Master Agreement: MA-22-04585.
- Purchasing the Solutions presented herein through any alternative procurement method will require a revised price proposal which may include an associated price adjustment.
- Prices may include discounts, concessions, or incentives that are only applicable to this transaction and should not be assumed for future purchases.
- Prices do not include any taxes that may apply at the time of invoicing. If applicable, any such taxes are the responsibility of Customer and will appear on the respective invoice.
- Prices do not include any applicable Esri ArcGIS licenses.
- Prices are in U.S. Dollars (\$USD).
- Prices for the Initial Term are valid only if this Master Agreement is executed by 9/20/2022.
- The preprinted terms of a purchase order or any other similar document will not apply to or modify this Master Agreement or any other mutually agreed upon autorenewal thereof.

Payment

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Master Agreement, Cartegraph will provide the Solution Subscriptions and/or Solution Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Master Agreement. The payment for the initial term is due upon execution of the Master Agreement. Payment for any subsequent renewal terms will be due in annual installments as specified herein and prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$39,295.94
- Term 2: \$40,474.82
- Term 3: \$41,689.06

PAYMENT

- All payments are due Net 30 days from date of invoice.
- All payments are to be in U.S. Dollars (\$USD).
- For customers within the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the "Customer Address" identified herein.

Acceptance

BY SIGNING BELOW, EACH PARTY AGREES THAT 1) ITS SIGNATORY HAS THE AUTHORITY TO BIND THEIR PARTY TO THIS OBLIGATION, AND 2) THAT ALL USE AND ACCESS TO THE SOLUTION SUBSCRIPTION AND/OR SOLUTION SERVICES DESCRIBED HEREIN SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THE FOLLOWING ORDER OF PRECEDENCE A) A CUSTOMER AGREEMENT (IF APPLICABLE), B) THIS MASTER AGREEMENT AND ALL AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN, AND C) THE CARTEGRAPH SOLUTIONS AGREEMENT.

Cartegraph Systems LLC:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Monroe County, IN:

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

ADDENDUM E

Cartegraph OMS Editions

Cartegraph OMS supports customers in the operation, maintenance, and management of the following asset domains. By employing these features as applicable, customers can effectively manage and report on the assets that they care about. Indicated below are the capabilities and options available for each OMS Edition at the time this document was prepared, which are subject to change.

	Essentials	Pro	Plus	Premium
Dashboard / Home Screen	Included	Included	Included	Included
User Management	Included	Included	Included	Included
Role Management		Included	Included	Included
Esri GIS Integration	Included	Included	Included	Included
Report Viewer	Included	Included	Included	Included
Library Management	Included	Included	Included	Included
Standard KPI / ROI gadgets	Included	Included	Included	Included
Esri Identity-Ready	Included	Included	Included	Included
Structure Manager		Included	Included	Included
Layout Manager		Included	Included	Included
Import / Export		Included	Included	Included
Record Filter Administration		Included	Included	Included
Container / Component	Included	Included	Included	Included
Embedded Maps	Included	Included	Included	Included
Report Designer		Included	Included	Included
Integration Toolkit		Option	Option	Included
Cartegraph for Zapier	Option	Option	Included	Included
Automation Manager			Included	Included
Notification Manager		Included	Included	Included
Routing – Esri Identity Required	Included	Included	Included	Included
Geocode Options- Esri Identity Required	Included	Included	Included	Included

Work

Task Management	Included	Included	Included	Included
-----------------	----------	----------	----------	----------

Work Orders			Included	Included
Task Calendar	Included	Included	Included	Included
Scenario Builder			Option	Included

Request

Request Management	Required w/ SeeClickFix	Included	Included	Included
SeeClickFix	Option	Option	Option	Option
Internal Requests		Option	Included	Included

Resources

Resource Management (LEMV)	Included	Included	Included	Included
Advanced Material Management			Option	Included
Fleet Management		Option	Included	Included

Assets

Asset Inventory	By Domain/Asset	By Domain/Asset	By Domain/Asset	By Domain/Asset
Container / Component	Included	Included	Included	Included
Preventative Maintenance Plans		Included	Included	Included
Asset Condition Manager / Advanced Inspections		Required w/ Fleet Mgmt.	Included	Included
Asset Builder		Option	Option	Included