



# 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 (Revised) Wednesday, September 21, 2022 at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> 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](mailto: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 THOMAS**

---

**3. DEPARTMENT UPDATES**  
Health – Lori Kelley

---

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

---

**5. APPROVAL OF MINUTES**  
September 7, 2022

---

5

**6. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – September 21, 2022  
Payroll – September 23, 2022

---

<b>7. REPORTS</b>	<b>12</b>
Treasurer's – August 2022	

---

<b>8. NEW BUSINESS</b>	
<b>A. EFFECT TV-COMCAST AGREEMENT</b>	<b>14</b>
Fund Name: Election	
Fund Number: 1215	
Amount: \$2,352	
Presenter: Tressia Martin	

This agreement with Effect TV-Comcast is for 2022 General Election Advertisement.

<b>B. HIGH TECH CRIMES UNIT MOU WITH INDIANA UNIVERSITY</b>	<b>19</b>
Fund Name: High Tech Crimes Unit	
Fund Number: 9159	
Amount: \$253,488.17	
Presenter: Beth Hamlin	

This is a request to add the Commissioners' signature on an amendment to the original Memorandum of Understanding between the Monroe County Prosecutor's Office and the Trustees of Indiana University regarding the High Tech Crimes Unit. This amendment would allow for a raise to the HTCUC director's salary in 2023, and would allow for the leasing of an Indiana University vehicle for use by the HTCUC.

<b>C. RESOLUTION 2022-26; HIGHWAY SURPLUS PROPERTY</b>	<b>22</b>
Presenter: Richard Crider	

This resolution will declare various items as surplus property.  
Highway Department & Highway - Broken and incomplete furniture items (trash)  
Highway Department - Vehicles, tractor and trailer (auction)

<b>D. BLOOMINGTON ECONOMIC DEVELOPMENT COMMISSION AGREEMENT</b>	<b>32</b>
Fund Name: County General	
Fund Number: 1000	
Amount: \$30,000	
Presenter: Geoff McKim	

This agreement provides the Bloomington Economic Development Commission to provide services to the County. The County Council appropriated \$30,000 for this purpose.

<b>E. BLOOMINGTON SEAL COATING &amp; PAVING RETAINER AGREEMENT</b>	<b>40</b>
Fund Name: County General	
Fund Number(s): 1000 & 1179	
Amount: Not to exceed \$30,000	
Presenter: Kelli Witmer	

On August 17, 2022, the Monroe County Parks and Recreation Board approved a retainer agreement with Bloomington Seal Coating & Paving. The asphalt maintenance projects (crack-fill, mill, patch, tack coat, pothole fix) are located at Karst Farm Park, Karst Farm Greenway and the Vernal Pike Greenway.

- F. PATRIOT ENGINEERING AGREEMENT 44**  
**Fund Name/Number:** TBD  
**AMOUNT:** \$7,700  
**Presenter:** Jeff Cockerill

This agreement is for soil borings and analysis of the Fullerton Pike property.

- G. RESOLUTION 2022-24; APPROVAL OF ISSUANCE OF LOCAL INCOME TAX REVENUE BONDS 59**  
**Presenter:** Jeff Cockerill

The resolution supports the issuance of a local income tax revenue bond for the purpose of the new correctional facility. It recommends the Council take the necessary steps for this financing.

- H. MONROE COUNTY AUXILIARY POLICE AGREEMENT 62**  
**Fund Name/Number:** TBD  
**Amount:** \$45/hr  
**Presenter:** Jeff Cockerill

This agreement allows the County to utilize the Monroe County Auxiliary Police (Sheriff's Reserves) at a fixed hourly rate of \$45

- I. CSXT RAILROAD AGREEMENT 65**  
**Fund Name:** Vernal Pike Connector Road  
**Fund Number:** 8165  
**Amount:** \$103,400  
**Presenter:** Lisa Ridge

This agreement is for the construction of the Vernal Pike connector roadway over the CSX railroad. CSX will provide Preliminary Engineering Services, Construction Engineering, and Inspection Services to protect the interests of CSXT. The funds allocated to railroad coordination to cover up to \$200,000 for this project with INDOT.

- J. SECURITY PRO 24/7 AGREEMENT 90**  
**Fund Name:** Stormwater  
**Fund Number:** 1197  
**Amount:** \$60/hour, or \$70/hour  
**Presenter:** Kelsey Thetonia

This agreement is for traffic control/flagging for stormwater projects as needed. The base price of \$60/hour, two flaggers, one vehicle or \$70/hour, two flaggers, two vehicles. All necessary signage is included also.

**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, September 7, 2022 at 10:00 am  
Nat U. Hill Meeting Room – 3<sup>rd</sup> 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**  
Jeff Cockerill, Legal Counsel – Present, **In Person**

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

---

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

---

3. **AMEND AGENDA BY ADDING ITEM "F"** 10:06 am

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

---

4. **DEPARTMENT UPDATES** 10:07 am  
Health – Lori Kelley

---

5. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:09 am

Chris Emge, Bloomington Chamber of Commerce

---

**6. APPROVAL OF MINUTES 10:11 am**  
August 31, 2022

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

---

**7. APPROVAL OF CLAIMS DOCKET 10:11 am**  
Accounts Payable – September 7, 2022  
Payroll – September 9, 2022

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

---

**8. REPORTS**  
None

---

**9. NEW BUSINESS**

**A. CARES BOARD DISBURSEMENT OF CHECKS TO GRANTEEES 10:13 am**  
**Fund Name:** CARES Board/CO Drug Free Community  
**Fund Number:** 1148  
**Amount:** \$44,062.27  
**Presenter:** Lisa Meuser and Steve Malone

The CARES board is the local coordinating council (or LCC) for Monroe County and the Monroe County Commissioners. Each county in Indiana has an LCC.

These councils were established by executive order under Governor Bayh as part of the Drug Free Indiana mission to support and promote local efforts to prevent and reduce harmful involvement with alcohol and other drugs.

The primary responsibility of the board is to distribute funds to justice, treatment, and prevention programs and initiatives in Monroe County.

The process begins with a community assessment, where we collect data and input about what is happening here. This assessment provides the framework for our community plan, which lists objectives or steps that could be taken to reduce community drug and alcohol issues. The plan is sent to the state for approval. Once approved, the grant process proceeds.

The Drug Free Communities Grant Funds (according to Indiana Code 5-2-11-5) come from alcohol countermeasure fees and drug interdiction fees. These are fees assigned by all judges ---they are not always collected since some people can't pay.

The funds are allocated by making 25% of the total available to Justice, Treatment and Prevention programs that apply for grants, with the remaining percent for operating costs or to be spread out across the three main categories.

This year we had only \$44,062.27 to allocate; we will be asking for a little over 12% for our operating costs this year and the balance of 29% per each of the three required categories:

Treatment: \$12,854.09 (29%)

Justice: \$12,854.09 (29%)

Prevention: \$12,854.09 (29%)

Cares Council: \$5,500.00 (12%)

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0.

**B. MEMORANDUM OF AGREEMENTS FOR DISASTER STAGING AREAS 10:17 am**

**Presenter:** Justin Baker

The Monroe County Emergency Management has established two Memorandum of Agreements for disaster staging areas to assist during the time of a disaster or emergency within Monroe County. The agreements are with two medical facilities that are located within Monroe County. The facilities are the Bloomington Regional Rehabilitation Hospital and the Bloomington Advanced Surgery Center, LLC. Both of these facilities accepted and signed the agreement. We are seeking approval of these agreements from the County Commissioners.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0.

**C. MULTI-HAZARD MITIGATION PLAN UPDATE 10:18 am**

**Presenter:** Justin Baker

The Monroe County Emergency Management Office is seeking approval to use Christopher Burke, an engineering consulting company out of Indianapolis, Indiana, as our contractor for our Multi-Hazard Mitigation Plan update. Our current plan is set to expire in September of 2023. This new update will take the place of that old plan that was completed by the Indiana University Polis Center. A funding agreement has been executed by the Indiana Department of Homeland Security with a match agreement between the State and our agency. This plan is a requirement by FEMA in order to receive any type of federal funding or assistance after a disaster.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0.

**D. INDIANA DEPARTMENT OF HEALTH IMMUNIZATION GRANT** **10:21 am**  
**Fund Name:** IMM Long-term COVID  
**Fund Number:** 8181  
**Grant Amount:** \$272,664.20  
**Presenter:** Lori Kelley

The MCHD has been awarded \$272,664.20 in immunization funds. This is a one-year extension of the original grant period of January 1, 2021-June 30, 2022, effectively extending it to June 30, 2023.

These funds are to enhance immunization efforts and include the continuation of COVID Vaccinations. Scope of work includes promotion of vaccinations, providing vaccinations, compliance visits to vaccine providers, and reporting.

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

**E. ORDINANCE 2022-25; YOUNG TRUCKING CONSTRUCTION SHOP REZONE** **10:23 am**  
**Presenter:** Drew Myers

The petition site is one parcel totaling 8.5 +/- acres located in Richland Township at 1238 N Loesch Road. The petitioner is proposing to amend the Zoning Map from General Industrial (IG) to Heavy Industrial (HI). The petitioner's intention behind the rezone request is provide for the appropriate zoning designation to establish a "Trucking Terminal". Use Determination, USE-22-4, identified the proposed business activity.

If the rezone request is approved by the County Commissioners, the petitioner intends to complete the planning process for the establishment of a Trucking Terminal use on the property. All applicable site plan requirements for a Trucking Terminal use as well as the special condition 31 as outlined in Chapter 802 must be met by the proposed commercial use on the property. Typically, site plan review for commercial uses is completed on a staff level.

Grading Permit, IG-21-45, was issued on November 17, 2021. Based upon submitted plans by the petitioner, it appears that the grading performed was done within an existing drainage easement (see Exhibit 3). Planning Staff will work with the petitioner and County Stormwater to rectify this issue.

If the rezone is denied, the petitioner may pursue any of the available permitted uses under the General Industrial (IG) zoning district, subject to commercial site plan requirements and any associated special conditions.

Githens made motion to approve. Jones seconded.  
Public comment:  
Chelsea Moss-Abram, Moss Design Group, Petitioner Representative.  
Comments in favor of petition: None  
Comments in opposition of petition: None  
Thomas called for a Voice Vote.  
Motion carried, 3-0.



**F. AMENDMENT TO FULLERTON PIKE PURCHASE AGREEMENT 10:41 am**  
**Presenter:** Jeff Cockerill

This clarifies some language regarding the purchase price.

Githens made motion to approve. Jones seconded.

No public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0.

---

**10. APPOINTMENTS 10:42 am**  
None

---

**11. ANNOUNCEMENTS 10:42 am**

Next Commissioners' Meeting will be [September 21, 2022](#).

Monroe County Government would like to know what projects you would like to see funded as a result of dollars received through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds Program. Visit [www.co.monroe.in.us](http://www.co.monroe.in.us) to fill out the survey.

Sam Quinones will be at the Buskirk-Chumley Theater on September 13, 7pm to discuss his latest book, "The Least of Us", and America in the time of Fentanyl and Meth and the effect it has on communities. Doors open at 6:30. Visit [www.buskirkchumley.org](http://www.buskirkchumley.org) to get tickets or call 812.323.3020, ext. 1.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7<sup>th</sup> 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](http://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:

**Friday, September 9, 10am – 3 pm**

**Friday, October 21, 10am – 3 pm**

**Wednesday, November 9, 1 pm – 6 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](http://www.co.monroe.in.us).

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3<sup>rd</sup> 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	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreynolds812@gmail.com">chreynolds812@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>

---

**12. ADJOURNMENT 10:45 am**

The summary minutes of the September 7, 2022 Board of Commissioners meeting were approved on September 21, 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: DDM
--

COUNTY TREASURER'S MONTHLY REPORT

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

Month ending August 2022 MONROE COUNTY

CHARGES: Table with 23 rows including Total Taxes Collected, Advance Collection of Taxes, Bank, Building and Loan and Credit Union, etc.

CREDITS: Table with 31 rows including Depository Balance as Shown by Daily Balance of Cash and Depositories Record, Investments as Shown by Daily Balance of Cash and Depositories Record, etc.

Table with 8 rows (34-38) including Balance in all Depositories Per Daily Balance Record, Outstanding Warrant-Checks, Balance in all Depositories Per Bank Statements, etc.

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH: Table with 4 rows (a-d) including Cash Change Fund Advanced by County, Receipts Deposited in Depositories, etc.

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 September 2022

Handwritten signature of Jessica McCallister, 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 SEP 12 2022 Catherine Smith Auditor Monroe County, Indiana

COUNTY TREASURER'S

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

MONROE COUNTY  
Month ending  
-May 31, 2022  
August 31, 2022

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

AUGUST - 22  
-May 22-1455

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit	Outstanding Warrant-Checks	Balance Per Daily Balances Cash & Depositories		
001 - FFB Operating 1242	\$24,278,772.39	(\$162,932.78)	(\$1,148,197.83)	\$22,967,641.68		
002 - FFB Payroll 3328	\$0.00	\$700.59	(\$1,367.78)	(\$967.17)		
003 - FFB Sweep 8040	\$0.00	\$0.00	\$0.00	\$0.00		
004 - FFB PRRF 5996	\$0.00	\$0.00	\$0.00	\$0.00		
005 - FFB Credit Card 5324	\$34,127.08	\$6,898.10	\$0.00	\$40,985.18		
006 - FFB General 5935	\$60,440,086.08	(\$12,830.45)	\$0.00	\$60,427,255.63		
013 - German American 3108	\$29,624.43	(\$19.75)	\$0.00	\$29,604.68		
014 - TI TRACS 0001	\$2,034,284.11	(\$3,071.23)	\$0.00	\$2,031,192.88		
027-ONE MC 20 Gap 80-0424-04-6	\$798,234.49	(\$547.48)	\$0.00	\$797,687.01		
029 - FFB ARPA Fund 7568	\$28,860,495.43	(\$5,128.61)	\$0.00	\$28,854,366.82		
030-ONE MC2021 Bond Hunter Valley	\$1.98	(\$1.98)	\$0.00	\$0.37		
<b>Depository Totals</b>	<b>\$118,473,805.97</b>	<b>(\$178,893.20)</b>	<b>(\$1,148,665.69)</b>	<b>\$115,145,447.08</b>		
007 - MS7203004 road & street	\$2,152,889.17	\$0.00	\$0.00	\$2,152,889.17		
008 - MS7203017 culm bridge	\$3,230,662.16	\$0.00	\$0.00	\$3,230,662.16		
009 - MS7202940 aviation gen	\$192,876.20	\$0.00	\$0.00	\$192,876.20		
010 - MS7202978 aviation constr	\$428,199.11	\$0.00	\$0.00	\$428,199.11		
011 - MS7202924 aviation building	\$641,437.36	\$0.00	\$0.00	\$641,437.36		
012 - MS7202953 property re-assmnt	\$526,676.74	\$0.00	\$0.00	\$526,676.74		
017 - Redeem-80-0267-02-3	\$57,719.32	\$0.00	\$0.00	\$57,657.89		
018 - Redeem-80-0267-01-5	\$154.80	(\$81.77)	\$0.00	\$353.03		
019 - Redeem-80-0308-01-1	\$504.89	(\$43.70)	\$0.00	\$461.19		
020 - Redeem-80-0308-03-7	\$298,027.66	(\$317.21)	\$0.00	\$297,710.45		
021 - Bank of New York Mellon/Holdings	\$1,999,086.38	(\$24,756.84)	\$0.00	\$1,974,299.74		
022-ONE MC18 Bond Int 80-0388-01-3	\$43.97	(\$0.03)	\$0.00	\$43.94		
023-ONE MC18 Constr 80-0386-03-9	\$0.00	\$0.00	\$0.00	\$0.00		
024-ONE MC18 Surplus 80-0386-02-1	\$0.00	\$0.00	\$0.00	\$0.00		
025-ONE MC 20 P&I 80-0424-01-2	\$221.77	(\$124.52)	\$0.00	\$97.25		
026-ONE MC 20 Debt 80-0424-03-8	\$517,560.80	(\$560.87)	\$0.00	\$517,009.93		
<b>Investment Totals</b>	<b>\$20,046,099.33</b>	<b>(\$25,938.17)</b>	<b>\$0.00</b>	<b>\$19,820,161.16</b>		
<b>Totals</b>	<b>\$138,519,895.30</b>	<b>(\$204,829.37)</b>	<b>(\$1,149,665.69)</b>	<b>\$135,165,800.24</b>		
* Interest						
** Outstanding Checks						
***Reconciling Item per St Bd of Accts						
****Bank Error						
ADVANCE CKS FOR SETTLEMENT						
Date Originally Received	Received From	For	Date Returned	Returned by (Name of Dep)	Reason for Return	Amount
(Checks and other items returned by depositories and in process of collection at close of month)						
					Investment Balance	
					Warrants & Deposits	
					In Transit	\$1,364,096.06



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

We are asking for Commissioners' approval and signatures on agreement with Effect TV-Comcast for the 2022 General election advertisement. Total cost \$2352.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk-Election"/>	<input type="text" value="1215-30006-0062"/>	<input type="text" value="\$2352.00"/>

Presenter:

**Speaker(s) for Zoom purposes:**

Name(s)	Phone Number(s)
<input type="text" value="Tressia Martin"/>	<input type="text" value="812-349-2071"/>

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

Attorney who reviewed:

monroe county General Election PSA  
 Client: Monroe County Clerk  
 Buyer: Nicole Browne  
 Advertiser: Monroe County  
 Product:  
 Sched Dates: 10/11/2022 - 11/7/2022  
 Lengths: 30  
 Dayparts: PS  
 Indianapolis Apr21 DMA Nielsen Live+7

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>2780, Bloomington IN</b>										
<b>AMC</b>										
	M-Su 8a-4p	AMC MOVIE<	10/11/22	11/6/22	30	4	4	\$3.00	20	\$60.00
<b>APL</b>										
	M-Su 9a-4p	VARIOUS	10/10/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	VARIOUS	10/10/22	11/6/22	30	3	4	\$5.00	16	\$80.00
<b>BET</b>										
	M-Su 9a-4p	VARIOUS	10/10/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	AVG. ALL WKS<	10/10/22	11/6/22	30	3	3	\$5.00	14	\$70.00
	M 5a-9a	OFF AIR/AVG. ALL WKS	11/7/22	11/7/22	30	0	1	\$3.00	1	\$3.00
<b>BRVO</b>										
	M-Su 9a-4p	AVG. ALL WKS<	10/11/22	11/6/22	30	4	4	\$3.00	20	\$60.00
<b>CMDY</b>										
	M-Su 7p-12m	VARIOUS	10/11/22	11/8/22	30	2	4	\$11.00	12	\$132.00
<b>CNN</b>										
	M-Su 9a-4p	CNN NEWSROOM<	10/11/22	11/6/22	30	6	4	\$6.00	30	\$180.00
	M 5a-9a	NEW DAY<	11/7/22	11/7/22	30	0	1	\$8.00	1	\$8.00
<b>FOOD</b>										
	M-Su 9a-4p	VARIOUS	10/11/22	11/6/22	30	4	4	\$8.00	20	\$160.00
<b>FX</b>										
	M-Su 9a-4p	AVG. ALL WKS<	10/11/22	11/6/22	30	4	4	\$3.00	20	\$60.00
<b>FXNC</b>										
	M-Su 9a-4p	VARIOUS	10/11/22	11/6/22	30	2	4	\$23.00	8	\$184.00
	M 5a-9a	FOX AND FRIEND<	11/7/22	11/7/22	30	0	1	\$29.00	1	\$29.00
<b>HALL</b>										
	M-Su 8a-4p	VARIOUS	10/11/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	VARIOUS	10/11/22	11/6/22	30	2	4	\$12.00	12	\$144.00
<b>HGTV</b>										
	M-Su 8a-4p	AVG. ALL WKS<	10/11/22	11/6/22	30	4	4	\$9.00	20	\$180.00
	M 5a-9a	AVG. ALL WKS<	11/7/22	11/7/22	30	0	1	\$11.00	1	\$11.00
<b>ID</b>										
	M-Su 9a-4p	AVG. ALL WKS<	10/11/22	11/6/22	30	4	4	\$5.00	20	\$100.00
<b>MNBC</b>										
	M-Su 9a-4p	AVG. ALL WKS<	10/11/22	11/6/22	30	4	4	\$5.00	20	\$100.00
	M-Su 7p-12m	VARIOUS	10/11/22	11/6/22	30	2	4	\$12.00	8	\$96.00
	M 5a-9a	MORNING JOE<	11/7/22	11/7/22	30	0	1	\$5.00	1	\$5.00
<b>MTV</b>										
	M-Su 9a-4p	VARIOUS	10/11/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	VARIOUS	10/11/22	11/6/22	30	4	4	\$8.00	20	\$160.00
<b>TLC</b>										

This report has been prepared using NuMath® research.  
 NuMath® and report designs Copyright ©2022 FreeWheel Advertisers, Inc. <http://support.golostrata.com>  
 Nielsen Audience Estimates Copyright ©2022 The Nielsen Company, used under license, all rights reserved  
 Adjustments: Network Inseparability and Network Carriage have been factored into calculations.  
 Indianapolis Apr21 DMA Nielsen Live+7  
 Cable Zones: COMCAST, Bloomington IN  
 Source Field Codes:  
 TP - Time Period

monroe county General Election PSA

Indianapolis Apr21 DMA Nielsen Live+7

Client: Monroe County Clerk  
 Buyer: Nicole Browne  
 Advertiser: Monroe County  
 Product:

Lengths: 30  
 Dayparts: PS

Sched Dates: 10/11/2022 - 11/7/2022

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
<b>TLC</b>	M-Su 7p-12m	AVG, ALL WKS<	10/11/22	11/6/22	30	2	2	\$11.00	10	\$110.00
<b>TRAV</b>										
<b>TRAV</b>	M-Su 9a-4p	AVG, ALL WKS<	10/11/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	VARIOUS	10/11/22	11/6/22	30	4	4	\$6.00	20	\$120.00
<b>TVL</b>										
<b>TV LAND</b>	M-Su 9a-4p	VARIOUS	10/11/22	11/6/22	30	4	4	\$2.00	20	\$40.00
	M-Su 7p-12m	VARIOUS	10/11/22	11/6/22	30	4	4	\$3.00	20	\$60.00
<b>Totals</b>									<b>435</b>	<b>\$2,352.00</b>
<b>Grand Totals</b>									<b>435</b>	<b>\$2,352.00</b>

**Broadcast Month Costs - Grand Total**

Month	Gross Cost	Total Units
10/2022	\$1,702	321
11/2022	\$650	114
<b>Total</b>	<b>\$2,352</b>	<b>435</b>

This report has been prepared using NuMath® research.  
 NuMath® and report designs Copyright ©2022 FreeWheel Advertisers, Inc. <http://support.gototrak.com>

Nielsen Audience Estimates Copyright ©2022 The Nielsen Company, used under license, all rights reserved

Adjustments: Network Insertability and Network Carriage have been factored into calculations.  
 Indianapolis Apr21 DMA Nielsen Live+7  
 Cable Zones: COMCAST, Bloomington IN

Source Field Codes:

TP - Time Period

By signing below the undersigned represents that it is authorized to execute insertion orders or place advertising schedules on behalf of the above-named advertiser. The signatory also acknowledges the receipt of Effectv Terms and Conditions and that all insertion orders or schedules placed by or on behalf of Advertiser are subject to such Advertising Terms and Conditions located at:

<https://www.effectv.com/legal/advertiser-terms-and-conditions>

Accepted and Agreed

Advertiser: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Acceptance: \_\_\_\_\_

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



monroe county General Election PSA

Client: Monroe County Clerk  
 Buyer: Nicole Browne  
 Advertiser: Monroe County  
 Product:

Sched Dates: 10/11/2022 - 11/17/2022

	Notes	Unit Tot	All-Wks Avg							Wk 1	Wk 2	Wk 3	Wk 4	Wk 5
			Wk 1 - Wk 5											
			Adults 18+											
			Rtg	Imp	CPM Imp	CPP \$\$	Reh %	Freq	Pop					
Indianapolis		435	0.40	81050	29.02	\$14	61.4%	2.8	47077	104	108	109	109	5
TV		435	0.40	81050	29.02	\$14	61.4%	2.8	47077	104	108	109	109	5
<b>Total</b>		<b>435</b>	<b>0.40</b>	<b>81050</b>	<b>29.02</b>	<b>\$14</b>	<b>61.4%</b>	<b>2.8</b>	<b>47077</b>	<b>104</b>	<b>108</b>	<b>109</b>	<b>109</b>	<b>5</b>

This report has been prepared using NuMath® research.  
 NuMath® and report designs Copyright ©2022 FreeWheel Advertisers, Inc. <http://support.gototrail.com>

Nielsen Audience Estimates Copyright ©2022 The Nielsen Company, used under license, all rights reserved

**Terri Bowman**

---

**From:** Terri Bowman  
**Sent:** Thursday, September 8, 2022 10:36 AM  
**To:** Molly Turner-King  
**Cc:** Tressia Martin; Nicole Browne  
**Subject:** Commissioner Agenda Item-Effect TV-Comcast  
**Attachments:** monroe county General Election PSA - Logos.pdf

Molly,

Can you please look this quote over that we need to get on the Commissioner's Agenda for approval? It is for the Primary Election Advertising on Comcast.

Terri

Terri Bowman  
Administrative Assistant  
Monroe County Clerk  
301 N College Ave, Bloomington IN 47404  
812-349-5003



# 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 to add the Commissioners' signature on an amendment to the original Memorandum of Understanding between the Monroe County Prosecutor's Office and the Trustees of Indiana University regarding the High Tech Crimes Unit. This amendment would allow for a raise to the HTCUC director's salary in 2023, and would also allow for the leasing of an Indiana University vehicle for use by the HTCUC.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="High Tech Crimes Unit"/>	<input type="text" value="9159-0000"/>	<input type="text" value="\$253,488.17"/>

Presenter:

**Speaker(s) for Zoom purposes:**

Name(s)	Phone Number(s)
<input type="text" value="Beth Hamlin and/or Erika Oliphant"/>	<input type="text" value="(812)349-2064"/>

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

Attorney who reviewed:

**AMENDMENT #1 TO  
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT (“Amendment”) is entered into as of the last signature below (“Effective Date”) between **Monroe County Prosecuting Attorney’s Office** (“Prosecuting Attorney”) and the **Trustees of Indiana University**, an educational institution organized under the laws of the State of Indiana (“University”).

WHEREAS Prosecuting Attorney and University entered into an Agreement on or around April 14, 2022, to provide funding to support the creation of the HTCUC at University.

WHEREAS the parties now wish to amend the Agreement.

WHEREAS capital terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement to the extent defined therein.

THEREFORE, it is agreed as follows:

1. Term 3.2 under “Article 3. Consideration and Payment” is amended as follows:

The Contract Amount under Term 3.2 is revised to add One Hundred Twenty-One Thousand Dollars (\$121,000.00) to the Agreement. Unless amended, the total amount of money to be paid to University by Prosecuting Attorney under the Agreement and this Amendment #1 shall not exceed \$219,700.

2. Term 3.3 under “Article 3. Consideration and Payment” is amended as follows:

The Contract Amount is based on the amount necessary to reimburse University for the HTCUC Director’s salary, fringe benefits, and a vehicle lease for use by the HTCUC.

3. All other terms and conditions remain in effect and full force.

The parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

**Trustees of Indiana University**

**Monroe County Prosecutor’s Office**

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

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

Alicia Libla  
Director, Research Contracting  
IPID 00714378/NR 191384

Name: Erika Oliphant  
Title: Monroe County Prosecuting Attorney

**Principal Investigator**

**Monroe County Commissioners**

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

Name: Jill Lees  
Title: Chief, Indiana University Police Department

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

Julie Thomas  
President



# 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 approve the declaration of listed items for surplus. The retirement forms submitted are items from two departments that include:  
Broken and incomplete furniture items (Trash) (Highway Department, Courts)  
Vehicles, tractor, and trailer (Audtion) (Highway Department)

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

Presenter:

### Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Richard Crider"/>	<input type="text" value="812-803-6331"/>

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

Attorney who reviewed:

**RESOLUTION 2022-26**  
**RESOLUTION CONCERNING SURPLUS PROPERTY**

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

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

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

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

1. Pursuant to IC 5-22-22 Sections 3 and 6, the property described in exhibit A, consisting of a 3 vehicles, one trailer, one tractor, and miscellaneous office furniture, shall be considered to be surplus for purposes of disposal.
2. The property includes more than one item with a total estimated value of more than five Thousand Dollars (\$5,000.00).
3. The property described in above maybe sold at either a public auction, public sale. If determined by the Monroe County Facilities and Fleet Manager that the cost to prepare any item for sale, is less than the value of the item or If any of the above-described property fails to sell at the public auction or Public Sale, it may be demolished or junked, or if hazardous, disposed of for recycling pursuant to contract with the Monroe County Solid Waste District.
4. The above-described property may be removed from the Monroe County fixed asset inventory.

Adopted this \_\_\_\_ day of September, 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

Laura Lane

### Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept, and on file for all items subject to surplus sale

#### STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** 7/12/2022

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

**Reason for Retirement of Item: Replaced with New**  
*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)  
**Reason for Surplus or Disposal? Replaced with New**

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

Department: Highway

Asset/Inventory Item and Description: #83 1997 FORD Mow Master Tractor

Were Federal Funds used to purchase?  YES  NO

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

Asset/Inventory Item value: \$ 2,000<sup>00</sup>

Elected Official or Department Head Signature:

#### STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date. 7/12/22

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

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

• Fleet Maintenance signature: *Richard Crisley*

OR

• Building Maintenance signature: Click here to enter signature.

OR

• Technical Services signature: Click here to enter signature.

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

#### STEP 3

**Auditor:** Signature: *Lisa Ridge*

**Date:** 7/13/2022

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

#### STEP 4

**Board of Commissioners/Legal**

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

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.



# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale

## STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** August 25, 2022

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

**Reason for Retirement of Item:** Choose an item

(Auditor: This represents a liability on the County balance sheet)

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Highway

Asset/Inventory Item and Description: 2005 Chevrolet Silverado K1500 #42

Were Federal Funds used to purchase?  YES  NO

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

Asset/Inventory item value: 1,000.00

Elected Official or Department Head Signature:

*Lisa Ridge*

## STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date. 9/2/22

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

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

• Fleet Maintenance signature:

*Richard Cuel*

OR

• Building Maintenance signature:

OR

• Technical Services signature: Click here to enter signature.

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

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STEP 4

**Board of Commissioners/Legal**

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** August 3, 2022

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

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

Inventory Item (Will have Manager+ bar code)  
**Reason for Surplus or Disposal?** Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** Highway

**Asset/Inventory Item and Description:** 2018 Chevrolet Equinox #140

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

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

**Asset/Inventory Item value:** 18,000.00

**Elected Official or Department Head Signature:**



## STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date. 9/2/22

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

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

• Fleet Maintenance signature:



OR

• Building Maintenance signature: Click here to enter signature.

OR

• Technical Services signature: Click here to enter signature.

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

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STEP 4

**Board of Commissioners/Legal**

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

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

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

**STEP 1**

**Elected Official/Department Head:** Lisa Ridge

**Date:** 8/16/2022

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

**Reason for Retirement of Item: Replaced with New**  
(Auditor: This represents a liability on the County balance sheet)

Inventory Item (Will have Manager+ bar code)  
**Reason for Surplus or Disposal?** Choose an Item.

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

**Department:** Highway

**Asset/Inventory Item and Description:** (i.e. table, chair, 1998 Ford Pickup Truck) 2012 Ford Focus

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

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

**Asset/Inventory Item value:** \$6,623

**Elected Official or Department Head Signature:** Click here to enter signature.



**STEP 2**

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date. 8/22/22

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

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

• **Fleet Maintenance signature:** Click here to enter signature.



OR

• **Building Maintenance signature:** Click here to enter signature.

OR

• **Technical Services signature:** Click here to enter signature.

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

**STEP 3**

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**STEP 4**

**Board of Commissioners/Legal**

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

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

**UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.**



# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** August 3, 2022

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

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

Inventory Item (Will have Manager+ bar code)  
**Reason for Surplus or Disposal?** Replaced with New

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** Highway

**Asset/Inventory Item and Description:** 1998 Talbert 35-ton Low Boy Trailer #035

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

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

**Asset/Inventory Item value:** 15,000.00

**Elected Official or Department Head Signature:**



## STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date.

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

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

• **Fleet Maintenance signature:**



OR

• **Building Maintenance signature:** Click here to enter signature.

OR

• **Technical Services signature:** Click here to enter signature.

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

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STEP 4

**Board of Commissioners/Legal**

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

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

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

CS-12-18-7 Judges Chair

Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

STEP 1

Elected Official/Department Head: Click here to enter text.

Date: July 7, 2022

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

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

Inventory Item (Will have Manager+ bar code)

Reason for Surplus or Disposal? Chair is broken and cannot be fixed

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

Department: Courts

Asset/Inventory Item and Description: (i.e. table, chair, 1998 Ford Pickup Truck)

Click here to enter text.

Were Federal Funds used to purchase?  YES  NO

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

Elected Official or Department Head Signature: Lisa Abraham

STEP 2

Maintenance/Technical Services Department:

[Signature]

Date: 7/10/22

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

Asset/Inventory Item value: \$0

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

Vehicle or equipment remains on active inventory or asset list until completion of Step 4, final approval and declaration from the BOC at a Public Meeting.

Fleet Maintenance signature: Richard Crider

OR

Building Maintenance signature: \_\_\_\_\_

OR

Technical Services signature: \_\_\_\_\_

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

STEP 3

Auditor (Capital Asset Only): Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

STEP 4

Commissioners/Legal

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.



# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** August 3, 2022

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

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

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** No Longer Usable for Intended Purpose

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

Department: Highway

Asset/Inventory Item and Description: 2 metal desks

Were Federal Funds used to purchase?  YES  NO

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

Asset/Inventory Item value: 0.00

Elected Official or Department Head Signature:



## STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date, 9/2/22

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

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

• Fleet Maintenance signature



OR

• Building Maintenance signature: Click here to enter signature.

OR

• Technical Services signature: Click here to enter signature.

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

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STEP 4

**Board of Commissioners/Legal**

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

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

UPON COMPLETION OF STEP 4, FORWARD FORM TO INTERNAL AUDITOR.

# Fixed Capital Asset and Inventory Retirement Form

This completed form must be provided to the HWY dept. and on file for all items subject to surplus sale.

## STEP 1

**Elected Official/Department Head:** Lisa Ridge

**Date:** August 3, 2022

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

**Reason for Retirement of Item:** Choose an item

*(Auditor: This represents a liability on the County balance sheet)*

Inventory Item (Will have Manager+ bar code)

**Reason for Surplus or Disposal?** No Longer Usable for Intended Purpose

If 'other' or 'relocated' were selected, please explain and/or list new proposed location:

**Department:** Highway

**Asset/Inventory Item and Description:** 5 desk chairs & 1 stool

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

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

**Asset/Inventory Item value:** 0.00

**Elected Official or Department Head Signature:**



## STEP 2

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

**Maintenance/Technical Services Department**

**Date:** Click here to enter date.

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

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

• Fleet Maintenance signature:



OR

• Building Maintenance signature: Click here to enter signature.

OR

• Technical Services signature: Click here to enter signature.

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

## STEP 3

**Auditor:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## STEP 4

**Board of Commissioners/Legal**

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

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

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This agreement provides the Bloomington Economic Development Commission to provide services to the County. The County Council appropriated \$30,000 for this purpose.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="30,000"/>

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:



AGREEMENT  
between  
MONROE COUNTY  
and the  
BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Monroe County Government (“County” or “Monroe County”) and the Bloomington Economic Development Corporation (“BEDC”).

WHEREAS, Monroe County has a significant interest in the retention, attraction, and development of high-quality, high-wage jobs in Monroe County; and

WHEREAS, Monroe County is an essential part of a regional economy, yet has interests and concerns that may be separate from other political entities in the region; and

WHEREAS, the BEDC seeks to serve as the catalyst for retention, development and attraction of quality jobs in Bloomington, Ellettsville, and across Monroe County;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution by all parties and continue through 12/31/2022 unless terminated prior to that date pursuant to Section 8 or extended pursuant to Section 11 herein.
  
2. Funding. The County agrees to provide the BEDC \$30,000 per annum toward items listed in Section 3 and pursuant to the terms listed herein. The County’s funding contribution is subject to the appropriation and availability of funds. If funds for the County’s contribution are not forthcoming or are insufficient, through the failure of any entity—including the County—then the County shall have the right to terminate its contribution without penalty. Payment shall be made semiannually with the first occurring after July 1, and the second before December 31<sup>st</sup>. The BEDC shall submit an invoice for each payment.
  
3. Activities to be Performed by BEDC. The BEDC agrees to use the funds granted toward operational costs associated with the following:
  - a. **Business retention and expansion (BRE) and business attraction:**  
The BEDC will undertake the following activities related to BRE and business attraction during the period of effectiveness of this MOU:
    1. **Property inventory:** Conduct and maintain an inventory of available property for projects across Monroe County, emphasizing properties that

have been designated for employment in the Monroe County Comprehensive Plan and/or designated as Tax Increment Finance (TIF) districts.

2. **Streamline process for projects:** Continue work with local County government representatives and partners across Monroe County to streamline the process for business attraction, retention, and expansion projects while protecting vital environmental assets and encouraging uses that are compatible with the County's comprehensive land use plan and other development ordinances.
  3. **BRE:** Continue to develop a regular approach to business retention and expansion outreach.
  4. **Attraction plan:** Begin to develop business attraction efforts, in parallel to and informed by the Economic Vitality Project that the BEDC will spearhead in 2022, as time and budget allow.
- b. **Monroe County Airport.** Support the Monroe County Airport with the County and local partners for business attraction, retention, and expansion opportunities.
- c. **Technology-Focused Employment** Support the local ecosystem for technology-focused business and employment. In 2022, the BEDC team will:
1. Continue management of the online Bloomington Technology Partnership (BTP) portal ([bloomingtontech.com](http://bloomingtontech.com)).
  2. Conduct ongoing activities, which include:
    1. Maintaining the BTP job board
    2. Continuing to promote local tech and startup events and resources through regular BEDC communications
    3. Promoting Monroe County as a place for remote technology work
    4. Supporting the Trades District Technology Center, which will serve Monroe County and the region by providing resources and space to growing tech companies
  3. Continue to assess the needs of local technology-focused employers to determine if and how activities need to be adjusted.
- d. **Bloomington Life Sciences Partnership (BLSP).** Support the local life sciences employment ecosystem, which is particularly strong in the Monroe County westside employment area. In 2022, the BEDC team will continue to assess the needs of local life sciences-focused employers to determine how best to proceed with BLSP.

- e. **Entrepreneurship Support.** Foster an entrepreneurial ecosystem to support the creation of quality innovation business by continuing to share entrepreneurship resources through BEDC communications.

**4) Acknowledgement of County Support.** Recognizing and acknowledging the County's membership in and support of the BEDC orally in formal meetings of the BEDC's membership and on print and web promotional materials through the following statement: The BEDC is a not-for-profit corporation dedicated to the retention, development, and attraction of quality jobs in Monroe County. The BEDC is funded through memberships from private industry, Monroe County, the City of Bloomington, Town of Ellettsville, Indiana University, and Ivy Tech Community College-Bloomington. Grant support is provided by the City of Bloomington and Monroe County.

**5) Participation in BEDC Executive Committee.** Provide two ex officio appointments to the BEDC Executive Committee, one by the Monroe County Board of Commissioners and one by the Monroe County Council.

5) Deliverables. Prior to January 31, 2023, the BEDC will provide to the County a report regarding the status and accomplishments in each of the items listed in Section 3.

6) Supervision and Independent Contractor Status. The status of BEDC employees providing services pursuant to this Agreement as employees of the BEDC shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by their BEDC supervisors. During the entire term of this Agreement, the BEDC shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the County. The BEDC shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state or local taxes required to be withheld from employees or payable on behalf of employees.

7) Indemnity. BEDC shall indemnify and hold harmless the County against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by its officers, directors, agents, employees, successors and assigns, in the performance of this Agreement. The BEDC's indemnification of the County hereunder shall be limited to the amount of funds provided by the County to BEDC under this Agreement.

8) Records. Each party shall retain all records related to this Agreement for a period of at least three years for the termination of this Agreement. Each party shall permit the other access to all records relating to this Agreement at all reasonable times for review and audit purposes.

9) Termination of Agreement. This agreement may be terminated in whole or in part by either party at any time for any reason by sending the other party written notice via

certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Termination of the Agreement shall not affect any liabilities that accrued between the parties prior to the termination.

10) Nondiscrimination. As part of this Agreement, BEDC shall comply with County Ordinance \_\_\_\_\_ and all other federal, state and local laws and regulations regarding non-discrimination in all regards, including but not limited to employment practices.

11) Notice to Parties. Whenever any notice, statement or other communication shall be sent to the County or BEDC, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the BEDC: Jennifer Pearl  
President  
Bloomington Economic Development Corporation  
1720 N Kinser Pike, Suite 001  
Bloomington, IN 47404  
[jpearl@bloomingtonedc.com](mailto:jpearl@bloomingtonedc.com)  
Cell: 812-320-1003

Notice to County: Jeff Cockerill  
Legal Department  
100W. Kirkwood Ave  
Bloomington, IN 47404

12) Extension and Renewal of Agreement. This Agreement may be renewed, renegotiated or extended upon its expiration by mutual written consent of the parties.

13) Amendment and Modification. This Agreement may be amended at any time by mutual written and signed agreement of the authorized representatives of the parties, but may not be modified in any other manner, except as expressly provided by this Agreement.

14) Governing Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

15) Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect.

16) Waiver or Breach. The Waiver by either party or breach of any provision of this Agreement by the other party, shall not operate or be construed as a waiver of any subsequent breach by the parties. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

17) Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney fees.

18) Verification of New Employees' Immigration Status. BEDC shall comply with provisions in Indiana Code § 22-5-1.7-11 (b) which requires the County to obtain the following from business entities that receive grants from the County which total more than \$1,000.00:

- A sworn affidavit that affirms that the BEDC has enrolled and is participating in the E-Verify program.
- A sworn affidavit that affirms that the BEDC does not knowingly employ an unauthorized alien.
- Documentation that the BEDC has enrolled and is participating in the E-Verify program.

The required affidavit and supporting documentation is attached to this Agreement as Exhibit A.

19) Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. This Agreement may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

**MONROE COUNTY**

BY:

\_\_\_\_\_  
\_\_\_\_\_, County Commissioner

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

**BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION**

BY:

\_\_\_\_\_  
Jennifer Pearl, President

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

---

**EXHIBIT A**  
**E-Verify Affidavit**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of the BEDC.
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with Monroe County to provide services;
  - OR is a subcontractor on a contract to provide services to Monroe County.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF MONROE            )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_





# 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 August 17, 2022 the Monroe County Parks and Recreation Board approved a retainer agreement with Bloomington Seal Coating & Paving. The asphalt maintenance projects (crack-fill, mill, patch, tack coat, pothole fix) are located at Karst Farm Park, Karst Farm Greenway and the Vernal Pike Greenway.

Fund Name(s):	Fund Number(s):	Amount(s)
County General - Contractual County General - Greenway Pro. Services Non-reverting - Contractual	1000-30006-0803 1000-30045-0803 1179-30006-0000	Not to exceed \$30,000

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



## Retainer Agreement for Services

Agreement made between **Bloomington Seal Coating & Paving** ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

1. **Scope of Project and Price.** Contractor shall perform asphalt related maintenance at Monroe County Parks and Greenways. Each asphalt project and associated cost will require prior authorization by Monroe County Parks and Recreation Director and Park Superintendent.

The total amount paid to Contractor under this Agreement shall not exceed Thirty-thousand dollars: **(\$30,000)** 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 shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

2. **Term.** Retainer Agreement for Services expires on **December 31, 2023.**
3. **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.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to 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.
5. **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.
6. **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.

7. **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.
8. **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.
9. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
10. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

*Francis Mateo*  
Bloomington Seal Coating & Paving  
7/28/2022

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

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

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

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

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

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:**

This agreement is for soil borings and analysis of the Fullerton Pike property.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="\$7,700"/>

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:

September 19<sup>th</sup>, 2022

Mr. Jeff Cockerill  
Monroe County Redevelopment Commission  
100 West Kirkwood Avenue  
Bloomington, Indiana 47404

Re: Proposal for Preliminary Geotechnical Engineering Investigation  
**Monroe County Justice Center**  
**West Fullerton Pike**  
**Bloomington, Indiana**  
Patriot Proposal No.: P22-1820-11G

Dear Jeff:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Preliminary Geotechnical Engineering Investigation for the above referenced project. Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, estimated fee and schedule.

#### Project Description

The proposed project includes the construction of a justice center and jail for Monroe County to be located along Fullerton Pike, east of I-69, in Bloomington, Indiana.

A summary of our scope of work is provided below. Additional details about the scope of work, limitations, etc. are presented in the attached appendix.

#### Drilling Services

- *Patriot* will drill a total of fifteen (15) soil borings, for a total of 300 lineal feet of drilling. The details of the proposed soil borings are outlined below:
  - Fifteen (15) soil borings to a depth of 20 feet or auger refusal
- Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5 feet intervals to a depth of 10 feet, and 5 feet intervals thereafter per ASTM Method D-1586.
- Shelby tube samples may be obtained in cohesive soil strata-of-interest.
- Monitor the borings for the presence of groundwater during and immediately following completion of the boring.
- Upon completion of the borings, the boreholes will be backfilled with auger cuttings prior to demobilization.

- The field drilling work should take two (2) to three (3) days to complete.

#### Laboratory Services

- After the fieldwork is completed, we will return samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include the following:
  - Visual classifications of collected samples
  - Natural moisture contents on cohesive samples
  - Unconfined compressive strengths estimated by a pocket penetrometer on cohesive soil samples
- Laboratory testing will be performed in general accordance with applicable ASTM methods.

#### Engineering Services

- *Patriot* will call public utilities (811) to “clear utilities” within the public domain prior to the start of the subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. No private utility locate will be performed by *Patriot*.
- *Patriot* will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions. During this visit, we will locate and mark boring locations.
- Based on results of the fieldwork and laboratory testing, we will prepare a Preliminary Geotechnical Engineering Report. The report will present field, soil boring logs and laboratory test data. The report will also include recommendations to aid in design of the proposed structure and parking areas, as well as providing a discussion regarding potential construction difficulties due to soil and groundwater conditions.
- We would expect to issue our engineering report within approximately two (2) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

#### Estimated Project Cost

Based upon the information provided and as outlined in our attached work plan, along with our experience with similar projects, we have provided an estimate of the project cost below:

#### ***Preliminary Geotechnical Engineering Investigation***

(Includes soil borings as outlined above and preliminary geotechnical engineering investigation report.)

**\$7,700.00**

Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

As our formal authorization to proceed, please complete and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this acceptance agreement for our files. Also, please note the Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Terms and Conditions herein.

If you have questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,  
**Patriot Engineering and Environmental, Inc.**



**Mark Jonard, E.I.**  
Geotechnical Engineer



**Salim Ilmudeen, P.E.**  
Principal Engineer

## Additional Details of Scope of Work and Limitations

### Objectives

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions within the project area and to provide recommendations to aid in the design and construction of the proposed project.

### Utilities

*Patriot* will be responsible for “clearing utilities” within the public domain prior to the start of any subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. We recommend that the Client hire a private utility locator to clear the boring locations of any underground lines. Alternatively, *Patriot* can employ the use of a private utility locator to “clear” the boring locations prior to drilling for an additional cost.

### Backfill Materials

If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for an additional fee, the holes can be backfilled with bentonite or grout to reduce the potential settlement.

### Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. Our drill rig and the field operations may damage landscaping areas. We assume any damage to landscaping areas by our drilling operations will be repaired by the Client. If “clearing” or “grading” of the site is required (i.e. trees, brush, crops etc.), an additional charge will be assessed. Also, we assume that the Client will make arrangements regarding our field work such as access to the drilling locations, etc. We assume that our field work will be performed during normal work hours (not weekend or night hours).

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, deeper borings, additional samples, or additional laboratory testing, the Client’s Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.



## **ATTACHMENTS**

**Geotechnical Personnel**

**Select Resumes**

**Insurance Certificate**

**Fee Schedule**

**Terms and Conditions**

**Proposal Acceptance Agreement**

## Patriot Engineering and Environmental, Inc. Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S. Geotechnical Engineering	56
William D. Dubois, P.E.	M.S. Geotechnical Engineering	53
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	43
Ralph M. O'Quinn, P.E.	M.S. Geotechnical Engineering	43
James T. Sherer, P.E.	B.S. Civil Engineering	39
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	39
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	35
Salim M. Ilmudeen, P.E.	M.S. Geotechnical Engineering	28
Richard Scruton, P.E.	B.S. Civil Engineering	25
Sean M. Smith, P.E.	B.S. Geotechnical Engineering	23
Jacob J. Vieck, P.E.	B.S. Geotechnical Engineering	16
Akshat Saxena, P.E.	M.S. Geotechnical Engineering	10
Benjamin R. Lauletta, P.E.	B.S. Civil Engineering	8
Christian Cole Pohlar, E.I.	B.S. Civil Engineering	6
Ian Grafe, E.I.	B.S. Civil Engineering	4
Irfan Syed	M.S. Civil Engineering	4
Logan Young, E.I.	B.S. Civil Engineering	2
Mark Jonard, E.I.	B.S. Civil Engineering	1
Mohammad Al Farsi, E.I.	B.S. Civil Engineering	1

NAME	SUPPORT TEAM
Steve Burck	Drilling Division Manager
Sara Vaught-Lauletta	Laboratory Supervisor
James DuMond	Senior CAD / Graphics Technician
Katie Bechman	Project Administrator



## Salim M. Ilmudeen, PE Senior Project Engineer

### FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

### REGISTRATION & CERTIFICATION

Professional Engineer:  
Hawaii, PE-8644;  
Indiana – PE10606266

### EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),  
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya,  
Sri Lanka - 1985

### PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

### SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-foot deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.



**Patriot Engineering  
and Environmental, Inc.**  
6150 East 75<sup>th</sup> Street  
Indianapolis, Indiana 46250  
317-576-8058



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.  
Geotechnical Engineering Services  
2022 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$350.00
Senior Principal Engineer, P.E.	Hour	\$225.00
Principal Engineer, P.E.	Hour	\$200.00
Senior Project Engineer, P.E.	Hour	\$170.00
Project Engineer, P.E.	Hour	\$135.00
Senior Engineer/Geologist	Hour	\$130.00
Geotechnical Engineer/Geologist	Hour	\$100.00
Draftsperson/CAD Technician	Hour	\$95.00
Senior Engineering Technician	Hour	\$65.00
Word Processor	Hour	\$85.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$6.00
Atterberg Limits (LL & PL)	Each	\$79.00
Grain Size Distribution	Each	\$150.00
Sieve Analysis only	Each	\$65.00
Minus #200 Wash	Each	\$50.00
Natural Density	Each	\$35.00
Organic Content	Each	\$40.00
pH Determination	Each	\$35.00
Resistivity	Each	\$100.00
Extrude & Log Shelby Tube Samples	Each	\$40.00
Standard Proctor	Each	\$155.00
Modified Proctor	Each	\$175.00
CBR Test	Each / Point	\$185.00
Unconfined Compressive Strength	Each	\$65.00
Thermal Conductivity (5 Point, Dry Out Curve)	Each	\$300.00
Triaxial Tests (CU - 3 circles)	Each	\$990.00
Consolidation Test	Each	\$475.00
Expansion Index	Each	\$500.00
Permeability Test (Cohesive Soils)	Each	\$350.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$1,200.00
*plus \$4.50 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$2,700.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$17.00
50 to 75 feet depth and under 50 blows per foot	Foot	\$18.00
Over 75 feet depth or over 50 blows per foot	Foot	\$20.00
Additional splitspoon samples beyond standard intervals	Each	\$17.50
ATV Drilling, Add	Foot	\$2.00
Mud Drilling, Add	Foot	\$7.00
Drilling without splitspoons	Foot	\$11.00
Bulk Samples (50 lb. bag)	Each	\$75.00
Rock Coring	Foot	\$45.00
Equipment, set-up for rock coring	Hole	\$100.00
Shelby Tube Samples (3 in. O.D.)	Each	\$75.00
Standby Time requested by Client or Hauling Water	Hour	\$200.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$45.00
Per Diem for Drill Crew per person	Per Day	\$200.00
Grouting Holes	Foot	\$10.80
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$325.00
Monitoring Well Installation	Foot	\$50.00
Monitoring Well Flush Manhole & Cover	Each	\$415.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.69
Subcontractor Costs / Special Costs	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

**1. SCOPE OF WORK**

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

**2. RIGHT OF ENTRY**

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

**3. PAYMENT TERMS**

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

**4. STANDARD OF CARE**

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

**5. INSURANCE AND GENERAL LIABILITY**

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

**6. RISK ALLOCATION**

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

**7. TERMINATION**

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

**8. ASSIGNS**

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

**9. SAFETY**

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

**10. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT*'S performance or other breach.

#### 11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

#### 12. DELAYS IN WORK

*PATRIOT* will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT*'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

#### 13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT*'S report, are based on information furnished by others and/or estimates made by *PATRIOT*'S personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT*'S and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

#### 14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

#### 15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT*'S or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT*'S recommendations that are not followed.

#### 16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### 17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

#### 18. FIELD MONITORING AND CONTROL

*PATRIOT* shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT*'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT*'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT*'s work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT*'S proposed and contracted scope of work.





**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

**20. SITE WORK**

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

**21. UTILITIES**

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

**22. SAMPLES**

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

**23. AQUIFER CONTAMINATION**

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

**24. HAZARDOUS SUBSTANCES**

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonable decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

**25. ENVIRONMENTAL PROBLEMS**

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

**26. ENVIRONMENTAL INDEMNITY**

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal , state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of





transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

**27. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

**28. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

**29. NON-SOLICITATION**

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

*Revised July 2017*



**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

PHONE: 317.576.8058 FAX: 317-576-1965

**PROPOSAL ACCEPTANCE AGREEMENT**

Project Name: Monroe County Justice Center

Project Location: Bloomington, Indiana

Description of Services: Preliminary Geotechnical Engineering Investigation

Patriot Proposal No.: P22-1820-11G Patriot Project No.: \_\_\_\_\_

**APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**PAYMENT TERMS: Per Terms & Conditions.** Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

**REFERENCES** - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial  
(Current bank or other lender)

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Supplier  
(Current account with Client)

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Trade  
(Engineer, Contractor, Other, etc.)

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**NOTICE:** *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_



# 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 resolution supports the issuance of a local income tax revenue bond for the purpose of the new correctional facility. It recommends the Council take the necessary steps for this financing.

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

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:

**RESOLUTION NO. 2022-24**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA, APPROVING THE ISSUANCE OF LOCAL INCOME TAX REVENUE BONDS (WITH PROPERTY TAX PLEDGE) OF THE COUNTY**

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana (the “County”), has given consideration to the acquisition, construction, improvement, and/or equipping of all or any portion of new correctional facilities and rehabilitation facilities and buildings related thereto be used for the purposes of providing incarceration, community corrections or other law enforcement or criminal justice services by the County (collectively, the “Facilities”) to be located on real property within the County (the “Premises”); and

WHEREAS, the County desires to finance all or a portion of the (1) acquisition of the Premises, including without limitation, any related costs for geotechnical investigations, surveys, permitting and zoning fees, environmental work, legal and professional services and other miscellaneous related costs, (2) planning, designing, acquisition, construction, supervision, development, improvement and/or equipping of the Facilities, (3) acquisition and installation of other appurtenant equipment and the making of site improvements related thereto, and (4) preliminary expenses related thereto and all issuance and incidental expenses incurred in connection with the issuance of the Bonds and/or BANs (each as hereinafter defined) (collectively, the “Project”); and

WHEREAS, the County does not currently have available funds in such amount to pay the cost of completing the Project; and

WHEREAS, it has been proposed that the County issue its local income tax revenue bonds (with property tax pledge) in an aggregate principal amount not to exceed \$10,500,000 (the “Bonds”) for the purpose of paying for all or a portion of the cost of the Project; and

WHEREAS, pending the issuance of the Bonds, it has been proposed that the County issue bond anticipation notes in an aggregate principal amount not to exceed \$10,500,000 (the “BANs”) to provide interim financing for all or a portion of the costs of the Project and the costs of issuing and selling the BANs; and

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

Section 1. The Board of Commissioners of the County (the “Board”) now finds that it would be in the best interests of the County to complete the Project, and that the County currently does not have available funds to pay the cost of completing the Project. The Board further finds that it would be in the best interest of the County to issue the Bonds, in one or more series, in an aggregate principal amount not to exceed \$10,500,000, pursuant Indiana Code 6-3.6-6, as amended, Indiana Code 36-2-6-18, as amended, and an ordinance (the “Ordinance”) to be adopted by the Monroe County Council (the “Council”), for the purpose of paying a portion of the cost of the Project and paying the costs of issuance of the Bonds. The Board hereby approves the issuance

of the Bonds. The Board hereby approves the issuance of the BANs, in one or more series, in the aggregate principal amount of \$10,500,000, pursuant to Indiana Code 5-1-14-5, as amended, and the Ordinance, for the purpose of providing interim financing for all or a portion of the costs of the Project and the costs of issuing and selling the BANs.

Section 2. The Board hereby recommends that the Council commence the proceedings for the issuance of the Bonds by conducting a public hearing on the additional appropriation of the proceeds of the Bonds. Any and all actions previously taken by any officer or employee of the County in connection with the publication of the notice of such hearing are hereby approved, ratified and affirmed. The Board of Commissioners and the Auditor of the County, and each of them, or any other officer of the County is authorized to take all such actions and to execute all such instruments as are desirable to carry out the transactions contemplated by this Resolution, in such forms as such officer or member executing the same shall deem proper, to be conclusively evidenced by the execution thereof.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage.

Adopted this 21<sup>st</sup> day of September, 2022.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF MONROE, INDIANA

---

Julie Thomas, President

---

Penny Githens, Vice President

---

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:

This agreement allows the County to utilize the Monroe County Auxiliary Police (Sheriff's Reserves) at a fixed hourly rate of \$45

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="TBD"/>	<input type="text" value="TBD"/>	<input type="text" value="\$45"/>

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:

## SHERIFF'S RESERVES SECURITY CONTRACT

Agreement made the \_\_\_\_ day of \_\_\_\_, 2022, between Monroe County Auxiliary Police, Inc., ("Contractor") and Board of Commissioners of Monroe County ("Commissioners") and the Monroe County Board of Health ("Board"). The Contractor, Commissioners, and Board mutually agree as follows:

1. **Project.** Contractor shall assist the Monroe County Commissioners for providing security on a requested basis for County property and functions.
2. **Term.** Work shall be completed before December 31<sup>st</sup>, 2025, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. The Commissioners Office shall coordinate the work.
3. **Cost.** The rate shall be Forty-Five Dollars (\$45.00) per individual contract personnel per hour.
4. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
5. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Commissioners before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
6. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
7. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

8. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board

for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:

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

9. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee of the Commissioners, Board, or Health Officer for any purpose. For the purpose of enforcing order of the Health Orders as found in IC 16-20-1, Contractor shall be an agent of the Health Officer and Health Board.. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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

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

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

Monroe County Auxiliary Police  
"Contractor"

Board of Commissioners of Monroe County  
"Commissioners"

\_\_\_\_\_

by

Date \_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_, 2022

\_\_\_\_\_

Catherine Smith, Auditor





# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The agreement is for the construction of the Vernal Pike connector roadway over the CSX railroad. CSX will provide Preliminary Engineering Services and Construction Engineering and inspection services to protect the interests of CSXT.  
There are funds allocated to railroad coordination to cover up to \$200,000.00 for this project with INDOT.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Vernal Pike Connector Road"/>	<input type="text" value="8165"/>	<input type="text" value="\$103,400.00"/>

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](mailto:afreeman@co.monroe.in.us) AND to the Commissioner's Office e-mail: [Commissionersoffice@co.monroe.in.us](mailto:Commissionersoffice@co.monroe.in.us)

PROPOSED NEW BRIDGE CONSTRUCTION  
SUNRISE GREETINGS COURT EXTENSION OVER CSXT  
IN VICINITY OF CSXT MILEPOST 00Q-218  
BLOOMINGTON, MONROE COUNTY, INDIANA  
CSXT OP NUMBER IN1073

**CONSTRUCTION AGREEMENT**

This Construction Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 202\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the COUNTY OF MONROE, a body corporate and political subdivision of the State of Indiana (“**Agency**”).

**EXPLANATORY STATEMENT**

1. Agency has proposed to construct, or to cause to be constructed, the proposed Vernal Pike Connector project, including the extension of Sunrise Greetings Court and the construction of a new highway bridge over the railroad tracks and right-of-way in the vicinity of CSXT milepost 000-218, as located in Bloomington, Monroe County, (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to

the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved, either conditionally or unconditionally, by CSXT, are referred to as the “Plans”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved, either conditionally or unconditionally, by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, conditional approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2024, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the “**Special Provisions**”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
  - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
  - 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
  - 4.3 Payment Terms.
    - 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “**Payment Schedule**”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.
    - 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT

against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

#### 10. Ownership and Maintenance

10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

#### 11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and



regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
4802 Decoursey Pike  
Taylor Mill, Kentucky 41015  
Project Manager – Public Projects

If to Agency: Monroe County  
501 North Morton Street, Suite 216  
Bloomington, Indiana 47404  
Attention: Lisa Ridge, Highway Director

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Indiana, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Monroe County, Indiana, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Monroe County, Indiana.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**MONROE COUNTY, INDIANA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Will Roseborough  
Director Project Management – Public Projects

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Maintenance of Traffic Control Plan implementation, maintenance & removal
  - 2. Erosion Control Plan implementation, maintenance & removal
  - 3. Construction of bridge over CSXT right-of-way
  - 4. Grading, paving & drainage
  - 5. All work incidental to complete the project
  - 6. Restoration of CSXT right-of-way to the satisfaction of CSXT
  
- B. CSXT shall perform or cause to be performed:
  - 1. Preliminary Engineering services
  - 2. Construction engineering and inspection services to protect the interests of CSXT

NOTE: Flagging Services to be provided by The Indiana Rail Road Company

## EXHIBIT B

### PLANS AND SPECIFICATIONS

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>SUBMITTER</u>	<u>DATE</u>
1 of 46	Title	DLZ	08/03/22
2 of 46	Index	DLZ	08/03/22
3-4 of 46	Typical Sections (For Information Only)	DLZ	08/03/22
5-6 of 46	Plan and Profile (For Information Only)	DLZ	08/03/22
7-10 of 46	Soil Borings	DLZ	08/03/22
11 of 46	Layout	DLZ	08/03/22
12-13 of 46	General Plan	DLZ	08/03/22
14 of 46	Coping Offsets and Tie-Up Dimensions	DLZ	08/03/22
15-19 of 46	Bent Details	DLZ	08/03/22
20 of 46	Framing Plan	DLZ	08/03/22
21-23 of 46	Steel Details	DLZ	08/03/22
24-25 of 46	Floor Plans	DLZ	08/03/22
26-27 of 46	Floor Details	DLZ	08/03/22
28-30 of 46	Railing Details	DLZ	08/03/22
31 of 46	Fence Details	DLZ	08/03/22
32-34 of 46	Screeds	DLZ	08/03/22
35-40 of 46	Approach Slab Details	DLZ	08/03/22
41 of 46	Bridge Summary	DLZ	08/03/22
42-46 of 46	Cross Sections (For Information Only)	DLZ	08/03/22

**NOTE:** In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of \_\_\_\_\_, as amended from time to time.

“Agency” shall mean the County of Monroe, Indiana.

“Agency Representative” shall mean the authorized representative of the County of Monroe, Indiana.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

#### VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

#### VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.



## VIII. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

### B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.
- 2. CSXT Representative will:
  - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

#### IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

#### X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative,

such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

#### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

**EXHIBIT D**

**INITIAL ESTIMATE  
 ATTACHED**

**ACCT. CODE : 709 - IN1073**

**Form Revision  
 12/22/21**

**ESTIMATE SUBJECT TO REVISION AFTER:** 7/26/2023 **DOT NO.:** TBA  
**CITY:** Bloomington **COUNTY:** Monroe **STATE:** IN  
**DESCRIPTION:** Sunrise Greetings Court Roadway Extension with New Bridge Construction over CSXT track leased to INRD. Flagging to be provided by INRD.  
**ZONE:** Louisville **SUB-DIV:** Monon **MILE POST:** 00Q-218  
**AGENCY PROJECT NUMBER:** OES 1900406 (Bridge)

**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services	\$	17,000
	<b>Subtotal</b>	\$	<b>17,000</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

212	Contracted & Administrative Engineering Services	\$	90,000
	<b>Subtotal</b>	\$	<b>90,000</b>

**FLAGGING SERVICE: TO BE PROVIDED BY INRD**

70	Labor (Conductor-Flagman)	Days @	\$	-
50	Labor (Foreman/Inspector)	Days @	\$	-
70	Additive (Transportation Department)		\$	-
50	Additive (Engineering Department)		\$	-
	<b>Subtotal</b>		\$	<b>-</b>

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL:**

\$ 107,000

900	<b><u>CONTINGENCIES:</u></b>	10.00%	\$	10,700
-----	------------------------------	--------	----	--------

**PROJECT TOTAL:**

\$ 117,700

**CURRENT AUTHORIZED BUDGET:**

\$ 14,300

**TOTAL SUPPLEMENT REQUESTED:**

**\$ 103,400**

**DIVISION OF COST:**

Agency	100.00%	\$	103,400
Railroad	0.00%	\$	-

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, the contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch

Approved by: **AJD** CSXT Public Project Group

DATE: 07/26/22 REVISED: 01/00/00 DATE: 07/27/22

## EXHIBIT E

### PAYMENT SCHEDULE

#### **Advance Payment in Full**

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
  - (ii) 30-day Advance Notice of Non-renewal or cancellation
  - (iii) Required State Cancellation Endorsement
  - (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. CSX OP number IN1073 must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

PROPOSED NEW BRIDGE CONSTRUCTION  
SUNRISE GREETINGS COURT EXTENSION OVER CSXT  
IN VICINITY OF CSXT MILEPOST 00Q-218  
BLOOMINGTON, MONROE COUNTY, INDIANA  
CSXT OP NUMBER IN1073

**SCHEDULE I**

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 202\_\_, between the County of Monroe, Indiana and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\\COR\130459.7



**CSXT Schedule PA**

**PAYMENT SUBMISSION FORM**

Project Description: Proposed Vernal Pike Connector project, including the extension of Sunrise Greetings Court and the construction of a new highway bridge over the railroad tracks and right-of-way in the vicinity of CSXT milepost 000-218, as located in Bloomington, Monroe County, Indiana.

**CSXT OP No. IN1073**

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*

Mail this form, along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*

Submit Payment to:

**CSXT Govt. Billing  
P.O. Box 530192  
Atlanta, GA 30353-0192**

**Acct # 1219082172  
ACH ABA# 267084199**

\*\*\*\*\*

\*\*\*\*\*

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Nicole\_Henning@csx.com**

**AND**

**LShaw@Benesch.com**

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	<b><u>\$103,400.00</u></b>



# 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 to hire traffic control/flagging operations for different stormwater projects. The services will be on an as needed basis. The base price of \$60.00 per hour is for two flaggers and one vehicle. The \$70.00 per hour is for two flaggers with two vehicles. All necessary signage is provided also.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Stormwater"/>	<input type="text" value="1197"/>	<input type="text" value="\$60.00/per hour or \$70.00/per hour"/>

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:

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (Agreement) for the performance of professional services is entered into as of this [ ] day of [ ], 2022, (hereinafter referred to as the "effective date of the Agreement"), by and between **Security Pro 24/7**, hereinafter called "Contractor," located at **3802 E 3<sup>rd</sup> St. #5504, Bloomington, IN 47401**, and the **Monroe County, Indiana, Board of Commissioners**, hereinafter called "Client," located at **Monroe County Courthouse, 100 W Kirkwood Avenue, Bloomington, Indiana 47404**.

### **WITNESSETH**

**WHEREAS**, the Client is authorized to make and enter into all contracts or agreements which it determines necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

**WHEREAS**, in accordance with its procurement procedures, the Client has determined that it desires to hire the Contractor to perform certain services as set forth herein; and

**WHEREAS**, the Contractor desires to assist the Client as provided herein;

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the Contractor, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

#### **I. SCOPE OF SERVICES AND CONTRACTOR'S ASSURANCE**

Contractor shall, in a professional and timely manner, perform the services ("services" or "work") set forth in Exhibit A, attached to this Agreement. Contractor assures the Client that Contractor possess a complete understanding of the scope of services and possesses the professional skills and means to perform the services.

#### **II. COMPENSATION**

- A. Contractor shall be compensated according to the rates in Exhibit B.
- B. Contractor shall promptly bill Client for all authorized professional fees and expenses incurred on a monthly basis in the performance of the services. Client shall make payment in full to Contractor within thirty (30) days of the date of each invoice.
- C. If the Client does not make payment in full to the Contractor within sixty (60) days of the date of an invoice, Contractor may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, the Contractor will continue their services.

#### **III. PERIOD OF PERFORMANCE**

The term of this Agreement shall be for one year from the effective date of the Agreement. Contractor agrees to commence performance of services hereunder upon receipt of a written

"Notice to Proceed." Client recognizes that Contractor's work and the completion thereof may be conditioned upon Client's review of Contractor's work and/or the timely performance and completion of certain activities by Client. Contractor shall not be held liable for delays in performance of services hereunder that arise from causes beyond Contractor's reasonable control and without its fault or negligence.

#### **IV. CLIENT RESPONSIBILITY**

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client shall provide Contractor, in a timely fashion, all information reasonably required for the performance of the services by Contractor to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate Lisa Ridge, as coordinator of the project described herein and of the services to be performed under this Agreement. Project coordination shall include establishing a reasonable period of time for the performance of the projects.
- D. Client shall provide Contractor with reasonable access to the premises necessary for the performance of the services required under this Agreement.

#### **V. INDEPENDENT CONTRACTOR**

It is understood and agreed that the Contractor shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the Contractor:

- is NOT performing this work under the supervision or direction of the Client.
- shall use non-Client materials and equipment to perform this work and to develop and duplicate any and all materials.
- shall have exclusive control over the means, methods and details of fulfilling the obligations under this Agreement and is not to receive direction or supervision from any Client employee or representative, except that the Client will provide feedback to and review any drafts submitted by Contractor.
- executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Client for any purpose.
- shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws, as required by law.

#### **VI. TERMINATION**

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party must notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XII of this Agreement, and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within the thirty (30) days period shall entitle the non-breaching party to terminate the Agreement. The

Contractor shall use reasonable efforts to minimize fees and expenses upon giving notice of any intended termination. Upon receiving notice of intent to terminate from the Client and until the cure is accepted by the Client, Contractor shall limit its fees and expenses to those reasonably necessary to affect the cure. Client shall pay the Contractor all fees and expenses accrued for services rendered up to the effective date of any termination.

**VII. INDEMNIFICATION**

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 the Client 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.

**VIII. CHANGES**

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the Contractor's reasonable control may require contract price and/or date of performance revisions to reflect such changes or delays.

**IX. ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

**X. TRADEMARK AND TRADE NAME**

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

**XI. NOTICES**

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular US mail as follows:

- A. Notices to the Contractor shall be addressed to:

**Security Pro 24/7  
3802 E 3<sup>rd</sup> St. #5504  
Bloomington, IN 47401**

- B. Notices to the Client shall be addressed to:

**Lisa Ridge, Director  
Monroe County Highway Department  
5900 W Foster Curry Drive**

**XII. GENERAL PROVISIONS**

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- G. Non-discrimination. Contractor is aware of the Client'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.

H. Compliance with Law. Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Client for any fines or expenses of any nature which it might incur from Contractor's noncompliance.

**XIII. EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor shall not knowingly employ or contract with any unauthorized alien. The Contractor shall not retain an employee or contract with a person whom the Contractor learns is an unauthorized alien. If required by law, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:

- Contractor shall 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.

**IN WITNESS WHEREOF**, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

**Monroe County Board of Commissioners**

**Security Pro 24/7**

By: \_\_\_\_\_  
Julie Thomas, President

By: \_\_\_\_\_  
Security Pro 24/7

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
(Date)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

At the request of the Monroe County, Indiana, Board of Commissioners or their designated representative, Lisa Ridge, the consultant will provide as needed flagging and traffic control services through the year 2022. For each Highway Department job requiring these services, the company will provide two (2) flaggers, their own equipment and signs, their own personal protective equipment, and one (1) or two (2) of their own vehicles. The schedule of all specific activities to be performed under this Agreement shall be coordinated with the Highway or Stormwater crew supervisor(s).



# SECURITY PRO 24/7



## Security Pro 24/7 Quote Monroe County Highway Dept Traffic Control

**Jason Moore**  
**[jmoore@co.monroe.in.us](mailto:jmoore@co.monroe.in.us)**  
**812-349-2565**

**James Witmer**  
**Corporate Director of Client Partnership and Development**

## Security Pro 24/7

Security Pro was formed in 2017. We are the largest private security company in this region with corporate headquarters based in Bloomington IN. and have approximately 500 flex and active employees. We are a full-service private security company providing.

- Armed and Unarmed Guards
- Traffic Control Services
- Fire Watch Services
- Event Security
- Mobile Patrols
- Alarm Response

### Management Team and Experience:

- Aaron Waltz (Vice President) - 15 years as a Federal Police officer with NSWC Crane, and current reserve with the Ellettsville Police Department in Ellettsville IN.
- Steven Hinds (Director of Operations) - 10 years as a security officer and 12 years as owner of Hinds Security LLC.
- James Witmer (Director of Client Partnerships and Development) - 2 Years Law Enforcement with IUPD, 23 years Law Enforcement with the City of Bloomington, 5 years Law Enforcement with the Monroe County Community School Corporation. BA degree from IU Bloomington in Criminal Justice (graduated 1990)
- Mike Ross (President) – Most relevant experience 25 years former owner of Employment Plus. That experience included hiring over 50,000 employees annually for over 15,000 organizations in over 20 states. Employment Plus was an industry leader winning many awards including, 16 times best place to work awards, 6 times US Fastest Growing, and 3 times Toyota North America Supplier of the Year.

## Our Exclusive Plus Process



Like many security companies our leadership team is proudly made up of a wide variety of former law enforcement and security experience. But, unlike most security companies our experience also includes 25 years in the staffing industry. Employment Plus mentioned above achieved unmatched success in the staffing industry by building a 6 Step Plus Process which provided a blueprint to consistently meet all hiring needs for our clients.

This is important because knowing everything about providing security services isn't enough if you can't hire enough of the right employees.

Security Pro is using the same 6 Step Plus Process that made Employment Plus the leader and expert in staffing. We know Republic National Distributing Company needs to choose a security partner who not only is an expert in security, but an expert in staffing and we hope to demonstrate how we are uniquely qualified to match that need.



## Hiring Process

Step 2 of our Plus Process is Hire the Best. Our process includes 2 interviews for each applicant where we use our customized Success Probability Matrix (SPM) that has 4 categories:

**Pre-Screen**

- HS Dip/GED
- Basic Aptitude
- Drug Screen
- Criminal Background Check
- Fingerprint Procurement

**Compatibility Profile**

- Work History
- Pay History
- Driving Distance
- Shift History (1st, 2nd, 3rd)
- Shift Length (4 hours, 8 hours, 12 hours)
- Work Experience (large event security experience desired)

**Behavioral**

We use behavioral interviewing techniques to assess traits like:

- o Emotional
- o Ethical
- o Personality

**Skills Validation**

Skills validation tests as needed to assess any specific job skill needs:

- o Customer Service
- o Handling Money
- o Other options available

Our Plus Process allows Security Pro 24/7 to provide the best employee to client match to our clients.

Incorporating our Plus Process into the fabric of our business model allows us to grow exponentially, while still maintaining our client partnerships.

ANNUAL  
CLIENT  
RETENTION  
RATE\*

2017 - 2020

\*Strategic  
Partners



# Technology Driven

Security Pro 24/7 utilizes state of the art technology to hire, train, schedule, deploy, and retain the best.



Task Description	Step	Type	Time	10/10/20	11/10/20	12/10/20	1/11/21	2/11/21	3/11/21	4/11/21	5/11/21
Shift Change	A	1	07:00								
		2	18:00								
Night Shift	B	1	15:30								
		2	21:30								
Morning Shift	C	1	22:00								
		2	07:00								



## Accountability

Security Pro 24/7 utilizes the latest technology to deliver exceptional service with full accountability. Geo-fencing and QR Codes allow for full transparency of the officer's work. All reports can contain embedded pictures or video documenting an issue or event



## Equipment

All Security Pro 24/7 officers wear uniforms that are highly visible and recognizable as security officers. If requested, officers can wear body worn cameras, or other specialized equipment. All Security Pro 24/7 vehicles are fully marked and equipped with flashing caution lighting (yellow and white) for traffic details, pedestrian safety, or ingress and egress locations.



## Your Input is Valuable

All Security Pro 24/7 clients are sent a quarterly evaluation (Plus Process Step 4) to rate all aspects of our service, including officer appearance, accounting processes, ability to reach a representative easily, and problem solving. If an officer is not performing to the expectations set forth, they will be coached and retrained, or replaced.

## Price Quote

**Two flaggers with one vehicle and all necessary  
signage: \$60 Per Hour**

**Two flaggers with two vehicles and all necessary  
signage: \$70 Per Hour**

- All Security Pro 24/7 flaggers are certified in INDot certification American Traffic Safety Services Association (ATSSA) in traffic control
- All vehicles are fully marked and lighted with yellow and white lighting that is visible from extremely long distances
- Security Pro 24/7 has worked for Duke Energy, various REMC's throughout Indiana, and numerous construction companies