



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

## COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, March 1, 2023, 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=MWZ4dU9qWGVIMUJwV3RoeDFldG5GUT09>

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 GITHENS

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### 2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

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### 3. DEPARTMENT UPDATES

Health – Lori Kelley

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

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### 5. APPROVAL OF MINUTES

February 22, 2023

February 27, 2023, Special Meeting

5

12

### 6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – March 1, 2023

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### 7. REPORTS

None

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## **8. NEW BUSINESS**

### **A. AT&T DEDICATED INTERNET AGREEMENT**

**15**

**Fund Name:** County General

**Fund Number:** 1000

**Amount:** \$10,583.28/3yr agreement

**Presenter:** Greg Crohn

TSD has worked closely with AT&T to identify any potentials for service improvements and/or cost reductions in our currently contracted services. AT&T currently supplies the dedicated Internet service that provides the network for our hosted voice services (aka telephones) to operate.

Our current cost to operate for 10Mbps of service is \$714.40 p/month, or \$8,572.80 p/year. AT&T is offering new terms on a 3yr. contract for \$301.48 p/month, or \$3,617.76 p/year, at the same 10Mbps level of service. This represents a reduction in cost of \$4,955.04 p/year, or \$14,985.12 over the life of the contract.

### **B. HONEYWELL INTERNATIONAL FOR EBI SOFTWARE SUPPORT**

**26**

**Fund Name:** County General

**Fund Number:** 1000

**Amount:** \$1,136

**Presenter:** Greg Crohn

The Honeywell EBI (Enterprise Building Integrator) software that monitors and regulates the HVAC controls at the Monroe County Justice Facility and portions of the Monroe County Showers Building Facility is experiencing substantial enough operating issues that support from the Manufacturer is warranted. This request is to approve a one-time service agreement with Honeywell International to access our system and make any needed corrections and/or repairs.

### **C. MONSIDO AGREEMENT FOR WEBSITE ACCESSIBILITY MONITORING**

**29**

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$22,800/3yr agreement

**Presenter:** Greg Crohn

To conform with Web Content Accessibility Guidelines 2.1 A/AA which defines the ADA compliance standards worldwide, websites must be continually monitored for potential ADA compliance issues, spelling errors and broken links. This continual monitoring is typically handled by a third-party reporting agency. This request is to approve the agreement with the Monsido Company to provide monitoring, reporting and assisted remediation of all Monroe County Government associated websites. Agreement is for three (3) years at an annual cost of \$7,600 p/yr.

### **D. INDY WALL PADDING AGREEMENT**

**45**

**Fund Name:** Cumulative Capital

**Fund Number:** 1138

**Amount:** \$3,145

**Presenter:** Jeff Cockerill

This request is to approve the contract with Indy Wall Padding in the amount of \$3,145 to repair the edges of the epoxy floors in 17 shower stalls at the Monroe County Jail.

**E. THIRD PARTY LEASE AND SERVICE AGREEMENT WITH AREA 10 REGARDING RURAL TRANSIT 48**  
**Presenter:** Jeff Cockerill

INDOT is requiring all rural transit systems to have a separate document that serves as a lease agreement between the county and the transit provider. Even though the sub-recipient agreement covers vehicle lease and usage, they have a new document they want us to complete and upload into their Black Cat system. Approval of this document will allow that to occur.

**F. SUSAN BRACKNEY AGREEMENT FOR COMMUNICATION SERVICES 57**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** Not to exceed \$10,000  
**Presenter:** Jeff Cockerill

This contract is for the Communication support services from Susan Brackney. The work will be done at an hourly rate with a total not to exceed amount.

**G. 2023 SHERIFF CONTRACT AGREEMENT 61**  
**Presenter:** Molly Turner-King

Pursuant to Indiana Code §36-2-13-2.5, the County Executive, the County Fiscal body and the Sheriff may enter into a contract for the Sheriff's salary.  
The County Council approved a contract with the Sheriff at its meeting on February 14, 2023. The contract is now presented to the Commissioners for consideration and approval.

**H. CORE CORRECTIONAL SOLUTIONS MOU 65**  
**Fund Name(s):** Reducing Revocations Challenge and Community Transition Program  
**Fund Number(s):** 4913 and 1123  
**Grant Amount(s):** \$28,500 and \$21,500  
**Presenter:** Becca Streit

The Monroe Circuit Court Department has been involved in the Reducing Revocations Challenge since 2019. This project is funded by Arnold Ventures and guided by the City University of New York (CUNY) Institute for State and Local Governance. The project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety. Our Probation Department was chosen to be one of 10 jurisdictions from across the country for Phase 1 of the project which involved data analysis to determine prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison.

The Probation Department and research partners at Indiana University and George Mason University were chosen as one of only five (5) jurisdictions to continue with Phase 2 the Reducing Revocations Challenge (RRC). Phase 2 includes grant funding to aid in implementation of practices geared toward disrupting the pathways that lead to revocation and ultimately increase success on community supervision. The Monroe County RRC Phase 2 includes implementing the following three (3) strategies: Strategy 1: Increase fidelity to Motivational Interviewing and Effective Practices in Community Supervision (EPICS)

Strategy 2: Revise standard conditions of probation with focus on race equity.

Strategy 3: Increase the use of incentives and early termination from probation supervision.

This MOU will support training and coaching staff in Effective Practices in Community Supervision (EPICS) in support of the first strategy of this initiative. These services will be funded by RRC grant funds and the Community Transition Program funds.

**I. 2022 COMMUNITY CORRECTIONS GRANT ANNUAL REPORT**

**69**

**Presenter:** Becca Streit

The Indiana Department of Correction awards grant funding to several Probation/Community Corrections programs including Pretrial Services, Drug Treatment Court, Mental Health Court, and Community Corrections. As part of the grant contract, the Community Corrections Executive Director must present an Annual Report to the county executive body.

**J. ORDINANCE 2023-05; PEDIGO BAY REZONE**

**72**

**Presenter:** Anne Crecelius

The request is to amend the Monroe County Zoning Map to rezone a 3.7 +/- acre portion of one (1) 6.36 +/- acre parcel in Section 35 of Clear Creek Township at 2600 E Pedigo Bay DR, parcel #: #53-11-35-200-028.000-006, from Forest Reserve (FR) to Suburban Residential (SR) zoning district.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



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Julie Thomas, 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, February 22, 2023, at 10:00 am  
Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

#### Members

Penny Githens, President - Present, **In Person**  
Julie Thomas, 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 GITHENS** 10:06 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:06 am

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3. **DEPARTMENT UPDATES** 10:07 am  
Health – Lori Kelley  
Planning – Tammy Behrman  
Probation – Christine McAfee

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4. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:15 am  
  
Seth Muchler, Monroe County resident, In person  
Laura Lasuertmer, Monroe County resident, Virtual

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5. **APPROVAL OF MINUTES** 10:22 am  
February 15, 2023

Thomas made motion to approve. Jones seconded.  
Githens called for a voice vote.

Motion carried 3-0.

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- 6. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – February 22, 2023  
Payroll – February 24, 2023

10:22 am

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

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- 7. REPORTS**  
  
Clerk of the Circuit Court – January 2023  
Weights and Measures – January 16 – February 15, 2023
- 

10:23 am

**8. NEW BUSINESS**

- A. SBS PORTALS SERVICES AGREEMENT**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** Not to exceed \$11,520/year  
**Presenter:** Tressia Martin

10:24 am

This is a request for the Commissioners approval of an Agreement with SBS Portals/Information & Records Associates. The state approved system will assist in management and storage of the Clerk's documents. This is a four-year agreement, and the cost is \$960/per month.

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

- B. F&E PAYMENT PROS MAINTENANCE AGREEMENT**  
**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** \$3,875  
**Presenter:** Jessica McClellan

10:26 am

This agreement is for annual support, software license and hardware maintenance for EZ Scan. The EZ Scan scanner and software processes tax payments and the annual maintenance quote is \$3,875 for 2023.

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

**C. L&D MAIL MASTERS AGREEMENT**

10:28 am

**Fund Name:** County General

**Fund Number:** 1000

**Amount:** Not to exceed \$40,000

**Presenter:** Jessica McClellan

This agreement is for the printing and mailing of the 2023 property tax bills and the postage due to USPS but paid through L&D Mail Masters. Postage is an estimate based on last year's mailing and increase in postage costs. We will receive an invoice for postage after the bills are printed.

Service Contract: \$15,129.55

Postage Estimate: \$24,000.00

Total: \$39,129.55

Total requested not to exceed \$40,000

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**D. AMENDMENT TO 2021 SOPHIA TRAVIS COMMUNITY SERVICE GRANT; WHEELER MINISTRIES**

10:30 am

**Presenter:** Molly Turner-King

On July 29, 2021, Wheeler Mission Ministries Inc was awarded a Sophia Travis Community Service grant to be used for Intervention Services- Shelter Diversion and to be used no later than the end of the calendar year of 2022. Wheeler was unable to use the grant funds by the prescribed date and requested an extension for use of the funds.

The Sophia Travis Community Service Grant committee held a meeting on February 1st and approved recommending to the Monroe County Council an extension by which Wheeler Mission would have to use the grant funds.

The Monroe County Council received the recommendation from the Sophia Travis Grant Committee on Tuesday, February 14th to grant the extension. Resolution 2023-15 extends the time for which Wheeler would have to use the grant funds in accordance with a proposed Amendment to the Agreement for the 2021 Sophia Travis Community Services Grant which was present and approved unanimously by the Council. Council approved forwarding the Amendment to the Agreement for the 2021 Sophia Travis Community Services Grant, to the Monroe County Board of Commissioners for approval.

The attached Amendment to the 2021 Sophia Travis Community Service Grant is submitted for Commissioner approval contingent on approval by the Monroe County Council on Feb. 14th.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**E. YASMIN L. STUMP LAW GROUP AGREEMENT FOR LIBERTY DRIVE EXTENSION**

10:32 am

**Fund Name:** 2020 GO Bond

**Fund Number:** 4813

**Amount:** as needed

**Presenter:** Jeff Cockerill

This agreement is for the Liberty Drive extension to the Karst Trail. The services are only as needed basis if any of the right-of-way acquisitions proceed to condemnation.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

**F. ORDINANCE 2023-01; RATLIFF ROAD REZONE**

10:34 am

**Presenter:** Daniel Brown

This Rezone request is for one (1) 18.0 +/- acre parcel in Section 16 of Richland Township at 7935 W Ratliff RD (parcel #: 53-04-16-300-004.000-011) from Planned Unit Development (PUD) to Agriculture/Rural Reserve (AG/RR). The Plan Commission gave this a positive recommendation at their December 13th, 2022, meeting by a vote of 7-0.

Thomas made motion to approve. Jones seconded.

Githens called for public comment in favor of the petition.

Brandon Powell, Petitioner

Githens called for public comment in opposition of the petition.

None.

Githens called for a voice vote.

Motion carried 3-0.

**G. ORDINANCE 2023-06; WHITEHALL BUSINESS PARK PUD AMENDMENT #4**

10:40 am

**Presenter:** Anne Crecelius

The request is to amend the Whitehall Business Park PUD Outline Plan (amendment 4) to an 8.99 +/- acre parcel in Van Buren Township, Section 1 at S Liberty DR, parcel #53-09-01-100-034.000-015.

Thomas made motion to approve. Jones seconded.

Githens called for public comment in favor of the petition.

Daniel Butler, Bynum Fanyo, petitioner's representative

Githens called for public comment in opposition of the petition.

None.

Githens called for a voice vote.

Motion carried 3-0.

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**9. APPOINTMENTS**

10:51 am

None

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## 10. ANNOUNCEMENTS

10:51 am

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.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at [www.co.monroe.in.us](http://www.co.monroe.in.us) for dates and times.

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

**Wednesday, March 8, 10am-3pm**

**Friday, March 10, 1pm -6pm**

**Thursday, April 6, 10am- 3pm**

**Friday, April 7, 1pm – 6pm**

**Thursday, May 11, 10am – 3pm**

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).

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		
*New 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 – *Efrat Rosser	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:indiancreektownship@gmail.com">indiancreektownship@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk –*Scott Smith	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 - *Joan Hall	812.837.9140	<a href="mailto:jcareyhall@gmail.com">jcareyhall@gmail.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:rbarrow@vanburentownship.org">rbarrow@vanburentownship.org</a>
Washington – *Mary VanDeventer	812.325.1708	<a href="mailto:mvandeventertrustee@gmail.com">mvandeventertrustee@gmail.com</a>

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## 11. ADJOURNMENT

10:53 am

The summary minutes of the February 22, 2023, Board of Commissioners meeting were approved on March 1, 2023.

Monroe County Commissioners

Ayes:

Nays:

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

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

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Julie Thomas, Vice President

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Julie Thomas, Vice President

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Lee Jones

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Lee Jones

Attest:

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

Minutes submitted by: AF Minutes reviewed by: DDM
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**MONROE COUNTY BOARD OF COMMISSIONERS'**  
**WORK SESSION SUMMARY**  
**Wednesday, February 22, 2023**  
**Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**Members**

Penny Githens, President, Present, In Person  
Julie Thomas, 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. Fleet and Building Manager – Angie Purdie**  
Fleet Policy Draft
- 2. Legal – Jeff Cockerill**  
Clarifying the duties of the Sheriff and Commissioner regarding the jail
- 3. Parks – Kelli Witmer**  
Flashing beacon on the Karst Farm Trail needing emergency repair



# MONROE COUNTY COMMISSIONERS

Penny Githens, President  
Julie Thomas, Vice President  
Lee Jones

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

## COMMISSIONERS' SPECIAL MEETING SUMMARY MINUTES

Monday, February 27, 2023, at 12:00 pm

Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecounty-in.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

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

- 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.

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*"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 GITHENS

12:04 pm

### 2. APPROVAL OF MONROE COUNTY GOVERNMENTS SUPPORT AND APPLICATION OF PROJECTS FOR THE REQUEST FOR FUNDING FOR STATE OF INDIANA OPIOID SETTLEMENT MATCH GRANT (RFF-2023-007)

12:04 pm

**Fund Name:** Unknown

**Fund Number:** Unknown

**Amount:** Not to exceed, and dependent upon Council Appropriation

**Presenter:** Angie Purdie

Amethyst House is making a \$204,000 request, and we anticipate hearing from other entities within the community prior to the deadline of February 28 4:30pm. Any funding of match dollars by MCG must be approved and appropriated by the County Council.

Thomas made a motion to remove item three from the agenda as it is a duplicate. Githens seconded.

Cockerill called roll.

Githens – yes

Thomas – yes

Jones – yes

Motion carried 3-0.

Thomas made a motion that the Monroe County Board of Commissioners will support local groups requesting funding for the State of Indiana Opioid Settlement Match Grant, up to 25% with opioid restricted settlement funding. Total amount will be determined by County Council appropriation. Githens seconded.

Public comment:

Mike DeLong, Amethyst House, Executive Director

Githens noted that a combined group of the Monroe County Health Department, Center Stone, Stride Center, and Indiana Recovery Alliance, is also putting together an application for these funds. The City of Bloomington and Cook Group will also be collaborating with Monroe County in offering their support.

Thomas made an amendment to the motion to give President Githens the authority to sign these applications on behalf of the Board of Commissioners. Jones seconded.

Cockerill called roll on amendment.

Githens – yes

Thomas – yes

Jones – yes

Amended motion carried 3-0.

Cockerill called roll.

Githens – yes

Thomas – yes

Jones - yes

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#### **4. ADJOURNMENT**

**12:20 pm**

The summary minutes of the February 27, 2023, Board of Commissioners meeting were approved on March 1, 2023.

Monroe County Commissioners

Ayes:

Nays:

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Penny Githens, President

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Penny Githens, President

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Julie Thomas, Vice President

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Julie Thomas, Vice President

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Lee Jones

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Lee Jones

Attest:

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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:

TSD has worked closely with AT&T to identify any potentials for service improvements and/or cost reductions in our currently contracted services. AT&T currently supplies the dedicated Internet service that provides the network for our hosted voice services (aka telephones) to operate.

Our current cost to operate for 10Mbps of service is \$714.40 p/month, or \$8,572.80 p/year. AT&T is offering new terms on a 3yr. contract for \$301.48 p/month, or \$3,617.76 p/year, at the same 10Mbps level of service. This represents a reduction in cost of \$4,955.04 p/year, or \$14,985.12 over the life of the contract.

This request is to approve the new agreement with AT&T for said services.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:


**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Customer	AT&T
County of Monroe  Street Address: 5900 W FOSTER CURRY DR City: BLOOMINGTON State/Province: IN Zip Code: 474038886 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Wendy Goss Title: Street Address: 303 Kirkwood Ave City: Bloomington State/Province: IN Zip Code: 47401 Country: United States Telephone: 8123492130 Email: wgoss@co.monroe.in.us	Name: JEFF JORDAN Street Address: 240 N MERIDIAN ST 11 City: INDIANAPOLIS State/Province: IN Zip Code: 46204 Country: United States Telephone: 3179979578 Email: jj1535@att.com Sales/Branch Manager: DAN SISSON JR. SCVP Name: WARREN SISSON Sales Strata: Retail Sales Region: USA <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name:      Company Name: Agent Street Address:      City:      State:      Zip Code:      Country: Telephone:      Fax:      Email:      Agent Code:	

This Pricing Schedule is part of the Agreement between AT&amp;T and Customer referenced above.

	AT&T (by its authorized representative)
	By:
	Name:
Title:	Title:
	Date:

**AT&T and Customer Confidential Information**

 Page 1 of 10  
 ASAP!



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a>
AT&T Bandwidth Services	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term*</b>	<b>36 months</b>
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates and Discounts</b>	Effective Date of this Pricing Schedule

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)****Section I: AT&T Dedicated Internet Access Bandwidth****Table 1: DNS Services**

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

**AT&T and Customer Confidential Information**Page 2 of 10  
ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Table 2: ADI Tele – Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 <sup>#</sup>	\$1,500 <sup>**</sup>
10 Gig Ethernet* and up	\$1,500 <sup>#</sup>	\$1,500

\* Service not available with MPLS PNT

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

<sup>#</sup> Pricing also applies to Service locations in Alaska**Table 3: On-Site Installation**

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

\* Pricing also applies to Service locations in Alaska.

**Table 4: LAN IP Block Size**

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

**AT&T and Customer Confidential Information**Page 3 of 10  
ASAP!SR 1-KIB21S2 – In1216 – 2.16.2023 – rlr 1353482v5.2  
MIS Standard 2014 Rate Plan  
ROME ID: 1-JYAHNIYPS ADI 02/05/2022  
AT&T Solution No. FMO676310575687

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following: 10.00%			Incremental Usage Fee Discount for the following: 10.00%
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
Incremental Usage Fee Discount for the following: 97.00%			
	\$268		\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
ADI & ADI w/ Managed Router Discount for the following: 86.00%			Incremental Usage Fee Discount for the following: 97.00%
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
ADI & ADI w/ Managed Router Discount for the following: 86.00%			Incremental Usage Fee Discount for the following: 97.00%
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI w/ Managed Router Discount for the following: 86.00%			Incremental Usage Fee Discount for the following: 10.00%
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06

AT&amp;T and Customer Confidential Information

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AT&T Solution No. FMO676310575687

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 86.00%</b>			<b>Incremental Usage Fee Discount for the following: 97.00%</b>
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 88.60%</b>			<b>Incremental Usage Fee Discount for the following: 97.00%</b>
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
<b>ADI &amp; ADI w/ Managed Router Discount for the following: 87.00%</b>			<b>Incremental Usage Fee Discount for the following: 97.00%</b>
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges**

Discount: 100.00%

<b>Speed</b>	<b>Class of Service ADI &amp; ADI w/ Managed Router MRC*#</b>
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325

**AT&T and Customer Confidential Information**

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PS ADI 02/05/2022  
AT&T Solution No. FMO676310575687

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Speed	Class of Service ADI & ADI w/ Managed Router MRC <sup>#</sup>
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

\* Charges waived for Sites with AT&amp;T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

<sup>#</sup> Pricing also applies to Service locations in Alaska.**Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges****Discount: 100.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

\*Charges waived for Sites with AT&amp;T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 8: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Charges****Discount: 100.00%**

Speed	Undiscounted ADI & ADI w Managed Router MRC <sup>#</sup>
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

\*Charges waived for Sites with AT&amp;T BVoIP Service.

\*\*Not available with MPLS PNT.

**Table 9: Class Of Service Option - Installation Fees****Discount: 100.00%**

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

\*Charges waived for Sites with AT&amp;T BVoIP Service.

# Pricing also applies to Service locations in Alaska.

**Table 10: Local Access without Diversity**

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
405 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00
301 N COLLEGE AVE BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00
4140 W VERNAL PIKE BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
501 N MORTON ST BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00
119 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00
100 W KIRKWOOD AVE BLOOMINGTON IN 47404	MIS Ethernet Access 1000 Mbps	\$0.00	\$450.00
301 N COLLEGE AVE BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
405 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
4140 W VERNAL PIKE BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
501 N MORTON ST BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
119 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
100 W KIRKWOOD AVE BLOOMINGTON IN 47404	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
301 N COLLEGE AVE BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
405 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
4140 W VERNAL PIKE BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
501 N MORTON ST BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
119 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
100 W KIRKWOOD AVE BLOOMINGTON IN 47404	MIS Ethernet Access 100 Mbps	\$0.00	\$374.00
405 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 10 Mbps	\$0.00	\$250.00
301 N COLLEGE AVE BLOOMINGTON IN 47404	MIS Ethernet Access 10 Mbps	\$0.00	\$250.00
4140 W VERNAL PIKE BLOOMINGTON IN 47404	MIS Ethernet Access 10 Mbps	\$0.00	\$250.00
[REDACTED]	[REDACTED]	\$0.00	[REDACTED]
119 W 7TH ST BLOOMINGTON IN 47404	MIS Ethernet Access 10 Mbps	\$0.00	\$250.00
100 W KIRKWOOD AVE BLOOMINGTON IN 47404	MIS Ethernet Access 10 Mbps	\$0.00	\$250.00

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**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Section II: AT&T Business in a Box<sup>SM</sup>****Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges****Discount: 100.00%**

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

\* Pricing also applies to Service locations in Alaska.

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges****Discount: 100.00%**

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

\* Pricing also applies to Service locations in Alaska.

**Table 3: Life-Cycle Management Charges - Service Charges****Discount: 100.00%**

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only****Discount: 100.00%**

Class of Service Monthly Charges	\$225*
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\* Pricing also applies to Service locations in Alaska.

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AT&T Solution No. FMO676310575687



**AT&T DEDICATED INTERNET  
PRICING SCHEDULE****Table 5: IP Version Change****Discount: 100.00%**

IP Version Change – Per Site, Per Occurrence	\$500*
--	--------

\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

\*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

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AT&T Solution No. FMO676310575687



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/01/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: Approval of one time service agreement with Honeywell International for EBI software support

Vendor # 024457

### Executive Summary:

The Honeywell EBI (Enterprise Building Integrator) software that monitors and regulates the HVAC controls at the Monroe County Justice Facility and portions of the Monroe County Showers Building Facility is experiencing substantial enough operating issues that support from the Manufacturer is warranted. This request is to approve a one time service agreement with Honeywell International to access our system and make any needed corrections and/or repairs.

Fund Name(s):

County General

Fund Number(s):

1000

Amount(s)

\$1136.00

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:

**Honeywell International, Inc.**  
**Honeywell Building Solutions**

6826 Hillsdale Ct.  
Indianapolis, IN 46250  
Phone: 317-354-7619



**Customer:** Monroe County Justice Center

**Date of Issue:** 01/31/2023

**Address:** 301 N College Ave.,  
Bloomington, IN 47404

**Quotation #:** 01312023  
**Quote Type:**

**Attn:** David Gardner  
**Phone:** 812-322-2754  
[dgardner@co.monroe.in.us](mailto:dgardner@co.monroe.in.us)

**Site Name:** Monroe County Justice Center  
301 N College Ave.,  
Bloomington, IN 47404

**WORK TO BE PERFORMED**

PAUL WHITE TO ASSESS THE EBI SYSTEM. SYSTEM RUNNING SLOW.

**MATERIALS**

NONE

**ADDITIONAL CLARIFICATIONS / EXCLUSIONS**

QUOTE FOR ONE DAY VISIT INCLUDING TRAVEL TIME TO AND FROM SITE.

**TERMS AND CONDITIONS OF SALE**

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 10 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

**Estimated Cost: \$ 1136.00**

**This is an estimate only, and work covered by the scope of this document will be billed at actual time and materials as required.**

**Sales / Use tax have NOT been included and will be billed seperately.**

**THIS PROPOSAL is valid for 30 days.**

**THIS PROPOSAL IS HEREBY ACCEPTED:**

\_\_\_\_\_  
(Purchaser)

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

Title \_\_\_\_\_

Date \_\_\_\_\_

PO # / Credit Card # \_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**

Honeywell Building Solutions  
9355 Delegates Row  
Indianapolis, IN 46240

By   
Guy Ford FSS  
Honeywell Representative

**Honeywell International, Inc.**  
**Honeywell Building Solutions**

6826 Hillsdale Ct.  
Indianapolis, IN 46250  
Phone: 317-354-7619



**Customer:** Monroe County Justice Center

**Date of Issue:** 01/31/2023

**Address:** 301 N College Ave.,  
Bloomington, IN 47404

**Quotation #:** 01312023  
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**Attn:** David Gardner  
**Phone:** 812-322-2754  
[dgardner@co.monroe.in.us](mailto:dgardner@co.monroe.in.us)

**Site Name:** Monroe County Justice Center  
301 N College Ave.,  
Bloomington, IN 47404

**WORK TO BE PERFORMED**

PAUL WHITE TO ASSESS THE EBI SYSTEM. SYSTEM RUNNING SLOW.

**MATERIALS**

NONE

**ADDITIONAL CLARIFICATIONS / EXCLUSIONS**

QUOTE FOR ONE DAY VISIT INCLUDING TRAVEL TIME TO AND FROM SITE.

**TERMS AND CONDITIONS OF SALE**

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 10 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

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Sales / Use tax have NOT been included and will be billed separately.

THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

\_\_\_\_\_  
(Purchaser)

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

Title \_\_\_\_\_

Date \_\_\_\_\_

PO # / Credit Card # \_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**

Honeywell Building Solutions  
9355 Delegates Row  
Indianapolis, IN 46240

By Guy Ford FSS  
Honeywell Representative



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

To conform with Web Content Accessibility Guidelines 2.1 A/AA which defines the ADA compliance standards world wide, websites must be continually monitored for potential ADA compliance issues, spelling errors and broken links. This continual monitoring is typically handled by a third party reporting agency. This request is to approve the agreement with the Monsido Company to provide monitoring, reporting and assisted remediation of all Monroe County Government associated websites. Agreement is for three (3) years at an annual cost of \$7,600 p/yr.

Fund Name(s):

Fund Number(s):

Amount(s)

812-606-0831

Presenter:

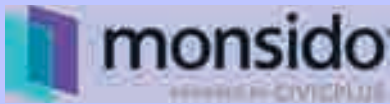
Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:



A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

# Sales Order Form

**Current Date:** Feb 15, 2023

**Expiration Date:** March 31, 2023

**Prepared by:** Ricardo Allencaster, ricardo.allencaster@optimere.com

**Customer** Monroe County, IN  
501 N Morton St Suite 200  
Bloomington, IN 47404

**Term Start Date** February 24, 2023

**Invoicing Date** October 24, 2023

**Renewal Date** October 24, 2024

**Primary Contact** Greg Crohn  
gcrohn@co.monroe.in.us

**Invoicing Contact** Greg Crohn  
gcrohn@co.monroe.in.us

## MONSIDO YEAR 1 OF 3

**PRICE (USD)**

Monsido Platform - Standard \$11,400.00

Web Scanning: 5,000

Accessibility PDF Scanning: 250

Users: Unlimited

Features: Quality Assurance, Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Heartbeat, Policy, SEO, Statistics, PageAssistTM, PageCorrectTM, Training & Support

Monsido Platform - Service Credit -\$3,800.00

Credit of \$3,800 applied for 8 months of service. (Credit applied pending receipt of executed order form by 03/31/2023.)

Service Dates: 02/24/2023 - 10/24/2024

**Total (USD) \$7,600.00**

## MONSIDO YEAR 2 OF 3

**PRICE (USD)**

Monsido Platform - Standard \$7,600.00

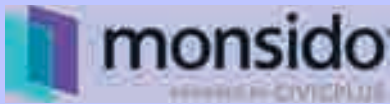
Web Scanning: 5,000

Accessibility PDF Scanning: 250

Users: Unlimited

Features: Quality Assurance, Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Heartbeat, Policy, SEO, Statistics, PageAssistTM, PageCorrectTM, Training & Support

**Total (USD) \$7,600.00**



Monsido LLC  
PO Box 3330  
Durham, NC 27702

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

### MONSIDO YEAR 3 OF 3

**PRICE (USD)**

**Monsido Platform - Standard**

**\$7,600.00**

Web Scanning: 5,000

Accessibility PDF Scanning: 250

Users: Unlimited

Features: Quality Assurance, Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Heartbeat, Policy, SEO, Statistics, PageAssistTM, PageCorrectTM, Training & Support

**Total (USD)**

**\$7,600.00**

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**MONROE COUNTY,  
IN**

By:

Name,

Title:

Date:

# TERMS OF SERVICE

**BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONDISO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.**

## SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to "Customer" mean a registered User of the Services.
- b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d) References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
- f) References to an "Order Form" mean an Order Form signed by a Customer.
- g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
- i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
- j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and [app.monsido.com](http://app.monsido.com) as well as any other Web site owned and/or operated by Service Provider related to the Services.

## SECTION II: GENERAL PROVISIONS

**2.1. About the Services.** Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

**2.2. Reliance on the Services; Assumption of the Risk.** Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

**2.3. Restrictions and Responsibilities.** In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

**2.4. Restriction on Pages and Information Scanned.** The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

**2.5. System Updates.** The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

**2.6. Technical Support.** Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at [info@monsido.com](mailto:info@monsido.com) or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.



## SECTION III: ACCOUNTS, USE OF THE SERVICES

**3.1. Online Accounts.** Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

**3.2. Multiple Accounts. Transfer Prohibited.** Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

**3.3. Right to Monitor.** Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

**3.4. Customer Responsibilities.** Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

**3.5. Data Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

**3.6. Service Levels.** The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

## SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

**4.1. Service Fee.** Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

**4.2. Invoicing.** All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

**4.3. Form of Payment.** Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.

**4.4. Taxes.** Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

**4.5. Suspension of Services.** In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

**4.6. Refunds.** Due to the electronic nature of the Services, in no event shall a refund be granted for any material breach of these Terms by Service Provider.

in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior to the end of the Term, Customer's failure to utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

## SECTION V: TERM AND TERMINATION

**5.1. Term and Termination; Renewals.** These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

**5.2. Payments upon Termination.** In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior to the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

## SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

**6.1. DISCLAIMER OF WARRANTY.** Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

**6.2. LIMITATION OF LIABILITY.** SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00,) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN

CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

## SECTION VII: GOVERNING LAW; ARBITRATION

**7.1. Governing Law.** For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

**7.2. Arbitration.** Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

## SECTION VIII: INTELLECTUAL PROPERTY

**8.1. Ownership.** All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

**8.2. Grant of License by Customer.** Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.

**8.3. Grant of License by Service Provider.** In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

**8.4. Restriction on Grant of License.** Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

## SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

**9.1. Use of Third-Party Tools, Services, and Products.** We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

## SECTION X: MISCELLANEOUS

**10.1. Authority.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

**10.2. Waiver.** Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

**10.3. Force Majeure.** Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

**10.4. Assignment.** Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the foregoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

**10.5. Rights of Third Parties.** These Terms do not give any right to any Third Party unless explicitly stated herein.

**10.6. Relationship of the Parties.** The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

**10.7. Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

**10.8. Notices.** Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

**10.9. Entire Agreement.** This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

# DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates [monsido.eu](https://monsido.eu) and [app.monsido.eu](https://app.monsido.eu) as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR. Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us [info@monsido.com](mailto:info@monsido.com).

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered in to by and between the Customer and Monsido.

## 1. Definitions.

For purposes of this Privacy Policy references to "Customer" mean a registered User of the Services.

References to "Customer Web site" mean those publicly-available pages of Customer's Web site.

For purposes of this Privacy Policy references to "us," "we," "our," and/or "Monsido" mean Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the "Services" mean those Web governance and Web page crawling services provided to Service Provider's Customers.

References to the "Web site" mean the Web site bearing the URL [www.monsido.com](http://www.monsido.com) and [app.monsido.com](https://app.monsido.com).

References to "you," and/or "User," mean the User of the Web site and/or the Services.

2. Agreement to be Bound. The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsido.com/cookie-policy/> and <https://monsido.com/general-terms-and-conditions>, respectively.

3. Modifications and Changes to the Data Protection and Privacy Policy Statement. We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsido.com/data-protection-and-privacy-policy-statement>.

4. The Information We Collect. We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

Registration & Account Set Up. In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties' own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

Automated Information. Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

Location Information: We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFA for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido's internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

Analytics Information: We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

Scan Caches. For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer's intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

**5. Use of Your Information and Your Preferences.** We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at [info@monsido.com](mailto:info@monsido.com).

**6. Our Newsletter and How to Opt-Out.** We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

**7. Do Not Track (DNT) Disclosure.** Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the “How to Opt-Out” section above, and you may be able to control the use of cookies through your Web browser as described in the “Use of Cookies” section below, some Web browsers may also give you the ability to enable a “do not track” setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This “do not track” signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the “do not track” setting enabled still have the ability to accept cookies. We do not respond to Web browser “do not track” signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about “do not track,” visit <http://www.allaboutdnt.org/>.

**8. Disclosures of your Information.** Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren’t strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

**9. Legal Disclaimer.** In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

**10. Other Web Sites.** Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

**11. Cookies.** To enhance your online experience, we may use “cookies” or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com//cookie-policy/> regarding our use of cookies.

**12. Access to and/or Modification of Your Information.** If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at [info@monsido.com](mailto:info@monsido.com). You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

**13. Privacy Protection for Children Using the Internet; notice to minors** Protecting children’s privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child’s personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at [info@monsido.com](mailto:info@monsido.com). Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.

**14. Retention.** Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

**15. Data Security.** We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

**16. International Transfer.** We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

**Model Clauses.** The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing [info@monsido.com](mailto:info@monsido.com).

**Privacy Shield.** Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

**Necessary for the performance of the contract.** Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

**17. Your Rights.** You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

**18. Withdrawing Consent.** Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing [info@monsido.com](mailto:info@monsido.com) to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

**19. How to Contact Us.** If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at [info@monsido.com](mailto:info@monsido.com).

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup, DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk). Digital post: [www.borger.dk](http://www.borger.dk)

If you live in the EEA, you may also file a complaint with your local data protection regulator.

**20. Updates & Effective Date.** The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

## Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

### *Information We Collect*

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

#### Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

### *Use of Personal Information*

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### *Sharing Personal Information*

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.



### *Disclosures of Personal Information for a Business Purpose*

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

### *Sales of Personal Information*

In the preceding twelve (12) months, Monsido had not sold personal information.

### *Your Rights and Choices*

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### *Access to Specific Information and Data Portability Rights*

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
  - sales, identifying the personal information categories that each category of recipient purchased; and
  - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

### *Deletion Request Rights*

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### *Exercising Access, Data Portability, and Deletion Rights*

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### *Response Timing and Format*

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### *Personal Information Sales Opt-Out and Opt-In Rights*

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

### *Non-Discrimination*

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This request is to approve the contract with Indy Wall Padding in the amount of \$3,145 to repair the edges of the epoxy floors in 17 shower stalls at the Monroe County Jail.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138-30067-0000"/>	<input type="text" value="\$3,145"/>

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:

## SHOWER STALL REPAIR CONTRACT

Agreement made the \_\_\_\_ day of \_\_\_\_, 2023, between Indy Wall Padding (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”). The Contractor and Commissioners mutually agree as follows:

1. **Project.** Contractor shall repair 17 shower stalls in the Monroe County Jail. Authorization to allow any individual to work in the facility is at the sole discretion of the Monroe County Sheriff and in accordance with Jail policies.
- 2.
3. **Term.** Work shall begin on upon execution of this agreement, the work shall be completed on or before April 1, unless otherwise agreed, in writing by the Board of Commissioners and Contractor. David Gardner shall coordinate the work for the Commissioners.
4. **Cost.** The cost shall be work \$3,145, payable upon contractor’s completion and submission of the work and invoice.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.

10. **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 County. 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.
11. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
12. **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.

Indy Wall Padding  
"Contractor"

Board of Commissioners of Monroe County  
"Commissioners"

by Donley Ramms

Date 2/27/2023

ATTEST: \_\_\_\_\_, 2023

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



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/01/23

Formal



Work session



Department

Commissioners

Title to appear on Agenda:

THIRD PARTY LEASE AND SERVICE  
AGREEMENT with Area 10 regarding Rural  
Transit

Vendor #

### Executive Summary:

INDOT is requiring all rural transit systems to have a separate document that serves as a lease agreement between the county and the transit provider. Even though the sub-recipient agreement covers vehicle lease and usage, they have a new document they want us to complete and upload into their Black Cat system. Approval of this document will allow that to occur.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

Presenter: Jeff Cockerill

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Cockerill, Jeff



THIRD PARTY LEASE AND SERVICE AGREEMENT  
FOR CAPITAL EQUIPMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between  
Monroe County Commissioners (herein after referred to as "Sub-recipient") AND Area 10 Agency on Aging Rural Transit (herein after referred to as "Service Provider")

W I T N E S S E T H:

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States; and

WHEREAS, this Federal Non-Urbanized Area Public Transportation program is administered by the Department of Transportation of the State of Indiana; and

WHEREAS, the State provides certain matching funds for capital assistance projects pursuant to Article 13 of the Transportation Law and such funds are administered by the State Department of Transportation; and

WHEREAS, the Sub-recipient is a grantee for certain capital equipment or facilities under said programs pursuant to an approved Project Application and a written Agreement with the State; and

WHEREAS, the Service Provider will utilize the capital equipment obtained by the Sub-recipient to provide certain public mass transportation services pursuant to said Project Application and Agreement with the State.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Sub-recipient and the Service Provider agree as follows:

1. Definitions. As used in this Agreement: "State" means the State of Indiana.

"FTA" means the Federal Transit Administration of the United States Department of Transportation.

"Project Application" means the federal Section 5311 capital application submitted by the Sub-recipient to, and as approved by the Transportation Commissioner for certain Capital Equipment described in Appendix A of this Agreement, including all project supporting information submitted therewith.

"Capital Equipment" means the vehicles, equipment and/or facilities obtained by the Sub-recipient through the federal Section 5311 program administered by the State, said equipment to be leased to the Service Provider pursuant to this Agreement.

"Service Period" means the period of time set forth in Appendix A of this Agreement, said period to coincide with the period of useful life of the Capital Equipment.

"Scope of Work" means the authorized public mass transportation services to be provided by the Service Provider during the Service Period, as described in the Sub-recipient's approved Project Application and Appendix A of this Agreement.

"Commissioner" means the Commissioner of Transportation of the State of Indiana or the Commissioner's duly authorized representatives.

"Department" means the Indiana Department of Transportation.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Service Provider and the provision of certain public mass transportation services by the Service Provider utilizing said Capital Equipment, and to state the terms, conditions and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.
3. Documents Forming the Agreement. This Agreement consists of this document and the following listed attachment:

Appendix A-- Scope of Work, Service Period and Financial Reimbursement

This Agreement also consists of the following documents, which are incorporated by reference:

- (a) Sub-recipient's Project Application
- (b) Agreement Between Sub-recipient and the State

The Service Provider agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations and project supporting information and assurances of Section 5311 of Title 49, United States Code.

4. Use of Capital Equipment. The Service Provider agrees that the Capital Equipment leased from the Sub-recipient in accordance with this Agreement will only be used to provide public mass transportation service(s) as these are described in the Sub-recipient's approved Project Application and Appendix A of this Agreement, and that any unauthorized use of said Capital Equipment that is not in conformance with said service(s) as described therein shall be cause for the termination of this Agreement by the Sub-recipient or the Commissioner. Use of the Capital Equipment to provide charter or sightseeing transportation service is not permitted.

The Service Provider shall keep accurate records with regard to the use of the Capital Equipment and shall submit to the Sub-recipient such information or reports as the Sub-recipient may from time to time request in connection therewith. The Service Provider shall immediately notify the Sub-recipient in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

Further, the Service Provider agrees to provide the annual certification of insurance described in Article 13. Also, the Service Provider shall submit to the Sub-recipient such reports relative to the use of the Capital Equipment as are required by the Indiana Department of Transportation.

The Capital Equipment may not, at any time, be used exclusively for the personal transportation or the private purposes of the employees, agents, representatives, clients or associates of the Sub-recipient or the Service Provider. Violation of this restriction shall be cause for the immediate termination of this Agreement by the Commissioner or the Sub-recipient.

5. Maintenance of Equipment. The Service Provider agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Service Provider agrees to properly maintain the equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such equipment.

Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition, the Service Provider agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Sub-recipient may from time to time require.

6. Disposition of Equipment. No part of the Capital Equipment shall be sold, rendered unusable or relinquished without the express prior written approval of the Commissioner. If any Capital Equipment, or portion thereof, is so sold, other than for their replacement in such service with like facilities or equipment, the Federal and State funding shares of the proceeds from such sale will be returned to the Department. Moreover, any disposition of equipment purchase under this Agreement shall conform to established Department procedures for same in accordance with applicable federal regulations.
7. Contracts of the Service Provider. The Service Provider shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor Service Provider with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Sub-recipient and the Commissioner. The Sub-recipient and the Commissioner shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a pre-requisite to their approval. Such terms and compliance with all applicable rules, regulations and project supporting requirement of Section 5311 of Title 49, United States Code, as the latter are specified in the Sub-recipient's Project Application.
8. Termination or Suspension. If the Service Provider, before completion, discontinues the public mass transportation services pursuant to this Agreement or if, for any reason, the commencement, prosecution or timely completion of these services by the Service Provider is rendered improbable, impossible or illegal, the Sub-recipient, by written notice to the Service Provider, may terminate any or all of the Sub-recipient's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Service Provider shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of Capital Equipment and such other action as the Sub-recipient deems necessary; (2) furnishing a status report on the physical condition of the Capital Equipment; and (3) furnishing an estimate of the current fair market value of the leased Capital Equipment.

9. Record and Documentation. The Service Provider shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of three (3) years following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner or the United States Secretary of Transportation or their authorized representatives, for audit, inspection and copying, upon request.
10. Service Provider Authorization under Federal, State and Local Law. In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Service Provider to enter into this Agreement, or to undertake the public mass transportation services, or to observe, assume, or carry out any of the provisions of this Agreement, the Service Provider will initiate and complete such action as is so required.
11. Service Provider Liability. The Service Provider will be responsible for all damage to life and property due to activities of the Service Provider, his subcontractors, agents, or employees in connection with the utilization of the Capital Equipment leased from the Sub-recipient pursuant to this Agreement. The Service Provider shall indemnify and hold harmless the Sub-recipient and the State and their employees from any and all claims, actions, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of, or

resulting from acts or omissions of the Service Provider, its contractors, subcontractors, agents or employees, relating to the utilization of the Capital Equipment.

12. **Insurance.** The Service Provider agrees to procure and maintain at his own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the state Department of Transportation, covering all operations under this Agreement, whether performed by him or by subcontractor. Before operating the Capital Equipment, the Service Provider shall furnish to the Sub-recipient a certificate or certificates in a form satisfactory to the Sub-recipient or showing that he has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Sub-recipient. The kinds and amounts of insurance required are as follows:
  - (a) **Worker's Liability Insurance:** Policy or policies covering the obligations of the Service Provider in accordance with the provisions of any applicable worker's liability insurance. This Agreement shall be void and of no effect unless the Service Provider procures such policy or policies and maintains the same in force.
  - (b) **Bodily Injury and Property Damage:** Policies of bodily injury liability and property damage liability insurance in accordance with applicable State laws and regulation covering the Service Provider, and the Sub-recipient at adequate limits for the protection of all parties.
  - (c) **Theft, Fire and Collision Losses:** The Service Provider shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the actual cost value of the Capital Equipment, in the event of theft, damage or complete loss from fire or collision. The collision insurance may contain a deductible provision amounting to \$1,000. The Service Provider agrees to return to the Sub-recipient, the Federal, State and Sub-recipient's shares of the proceeds of any settlement on theft, fire and/or collision losses, pro-rated and the basis of each entity's percentage contribution to the original purchase price of the Capital Equipment.
13. **Inspection.** During the term of this agreement, the Service Provider shall permit, and require its subcontractors to permit, the Chief Executive Officer of the Sub-recipient, the Commissioner, and Secretary of the United States Department of Transportation or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in public mass transportation service and to inspect all data, records and accounts maintained by the Service Provider that are required pursuant to this agreement, at any time during the normal business hours of the Service Provider.
14. **Terms of Agreement.** The term of this Agreement shall be the entire Service Period specified in Appendix A of this Agreement, with the provisions of Article 9 of this Agreement remaining in effect as specified therein.

IN WITNESS, WHEREOF, the Sub-recipient and the Service Provider have executed this Agreement by and through their respective authorized representatives, effective the day and year first above written:

FOR THE SUB-RECIPIENT:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

FOR THE SERVICE PROVIDER:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## APPENDIX A

### Scope of Work, Service Period and Financial Reimbursement

Scope of Work: The Sub-recipient agrees to lease the Capital Equipment secured under the Section 5311 and Section 5339 programs for use in the rural public transportation program to the Service Provider for the Service Period of this Agreement:

2D4RN4DE8AR454996  
2C7WDGBG8ER467720  
2C7WDGBGXER467721  
2C7WDGBG7KR800999  
2C7WDGBG7KR801070  
1FDFE4FSXGDC14102  
1FDFE4FS9GDC14107  
1FDFE4FS5GDC55074  
1FDFE4FS8HDC68306  
1FDFE4FSXHDC68310  
1FDFE4FS4JDC20906  
1FDFE4FS6JDC20910  
1FDFE4FS3KDC32000  
1FDFE4FSXKDC32009  
1FDFE4FNXMDC17622  
1FDFE4FN9MDC17630  
1FDFE4FNOMDC17631  
1FDFE4FN3MDC17638  
1FDFE45P59DA61807  
1FDEE3FS4FDA07046  
1FDEE3FS6FDA07047  
1FDEE3FS8FDA07048  
1FDEE3FSXFDA07049  
1FDFE4FP9ADA36279  
1FDFE4FP0ADA36283  
1FDFE4FP5ADA36277

The Service Provider agrees to utilize the above Capital Equipment to provide Section 5311 funded rural public transit for the Service Period of this Agreement, according to the terms and conditions specified in the approved Project Application.

The Service Provider shall notify the Sub-recipient in writing of any substantial proposed change(s) in the public mass transportation services prior to any such change(s). For this purpose, the term “service” shall include, but not be limited to schedules, operating hours, routes, timetables, marketing, equipment, fares and passenger terminals and facilities.

In addition to the restrictions on the use of the Capital Equipment stated in Article 4 of this Agreement, the Service Provider shall not use the Capital Equipment in charter bus service in competition with any private bus operator. Any violation of this requirement will bar the Contractor from further participation in the Indiana State Mass Transportation Capital Grant Program.

Service Period: The Service Period of this Agreement shall commence on January 2, 2023 and continue up

and until a vehicle is submitted and approved for INDOT Disposition. Vehicles cannot be requested for disposal until a vehicle reaches useful life; said useful life is prescribed in the Agreement between the State and the Sub-recipient.

Should one or more vehicle(s) of the Capital Equipment become unsafe or in an otherwise unusable condition for public mass transportation service before the end of the Service Period, the Sub-recipient and the Service Provider may amend this Agreement to account for such conditions, subject to the written approval of said Amendment by the Commissioner.

Financial Reimbursement: The Sub-recipient agrees to lease the Capital Equipment described herein to the Service Provider for the Service Period described above at no charge.

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
MONROE COUNTY BOARD OF COMMISSIONERS  
AND  
RURAL TRANSIT

The Monroe County Board of Commissioners ("County") and Rural Transit, a division of the Area 10 Agency on Aging, ("Rural Transit") have a long history of cooperation concerning the Transit program in Monroe County. The County recognizes Rural Transit as a provider of transportation that has a multi- county service area. The County has developed and implemented internal controls pursuant to IC 5-11-1-27, including those required due to being a recipient and sub-recipient of a federal pass through grant. The implementation of the Internal Controls includes Policies and Training. Included in the Internal Controls is that any agreement that in any way obligates the County, including grant contract agreements, must be approved by the Board of Commissioners before execution. Rural Transit agrees to follow the County's internal control policies as it applies to Rural Transit and Rural Transit further agrees to make available the appropriate staff for training.

APPROVED BY:

\_\_\_\_\_  
Penny Githens, President Board of Commissioners

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

  
\_\_\_\_\_  
Chris Myers, Director Area 10 Rural Transit

Date: 2/28/2023

ATTEST:

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

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





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

### Executive Summary:

This contract is for the Communication support services from Susan Brackney. The work will be done at an hourly rate with a total not to exceed amount.

### Fund Name(s):

### Fund Number(s):

### Amount(s)

Presenter:

### Speaker(s) for Zoom purposes:

#### Name(s)

#### Phone Number(s)

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

Attorney who reviewed:

## STRATEGIC COMMUNICATIONS CONTRACT

Agreement made the \_\_\_\_ day of \_\_\_\_, 2022, between Susan Brackney (“Contractor”) and Board of Commissioners of Monroe County (“Commissioners”). The Contractor and Commissioners mutually agree as follows:

1. **Project.** Contractor shall provide Strategic Communication Planning for the Commissioners, which is described in the attached Exhibit A.
2. **Term.** This contract begins on March 1, 2023, and will remain in effect until the earlier of 1) December 31<sup>st</sup>, 2023 2) the costs of the project reaches the maximum amount described below, or 3) ten days after written notice is given by either party. Written notice may be made electronically at the email address provided be each party. The Commissioners Administrator shall coordinate the work for the Commissioners.
3. **Cost.** The cost shall be on an \$65 per hour worked, payable upon contractor’s completion and submission an invoice which includes a breakdown of the time spent on each work. The total cost of this contract shall not exceed \$\_\_\_\_\_.
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. In the alternative Worker’s Compensation Exemption Certificate Clearance issued by the Indiana Department of Revenue. 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.

Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent, or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.

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 County. 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.

Susan Brackney  
"Contractor"

Board of Commissioners of Monroe County  
"Commissioners"

\_\_\_\_\_  
by

Date \_\_\_\_\_ ATTEST: \_\_\_\_\_, 2023

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

contact me!

## Susan M. Brackney

### FREELANCE WRITER

812.219.6847

[writer@susanbrackney.com](mailto:writer@susanbrackney.com)

[susanbrackney.com](http://susanbrackney.com)

**PROPOSAL DATE:** February 10, 2023

#### SCOPE OF WORK

Strategic communications planning and execution for Monroe County/Board of Commissioners, including but not limited to:

- Identifying and prioritizing opportunities for meaningful media and public outreach
- Creating original content (digital and print; writing and design)
- Outreach to traditional and non-traditional media outlets
- Developing and disseminating direct-to-public messaging
- Media relations training (basic, advanced, or refresher levels)
- Crisis management
- Creating best practices/operational documentation (e.g. copy platform and standards)

#### ORIGINAL CONTENT OPTIONS

In addition to updating or refreshing any of your existing copy, I can provide:

- Press releases
- (Ghosted) op-eds/guest columns
- Website/homepage (written) content
- Newsletter articles
- Email campaigns
- Blog posts
- Social media content
- Video (from script to finished product)
- White papers

**FILE TYPES AND DEADLINES:** Original content will be provided in Monroe County/Board of Commissioners' preferred file format(s) via email or other file transfer method on or before predetermined deadlines.

**CONTRACTOR ACCESSIBILITY:** I can be reached at (812) 219-6847 and at [writer@susanbrackney.com](mailto:writer@susanbrackney.com). I can also be available for regular conference calls with county officials via Skype at [susan.brackney1](https://www.skype.com/join/susan.brackney1) or the alternative platform of your choice.

**COMPENSATION AND AVAILABILITY:** Per hour, per project, or flat, monthly retainer options available. Standard rate is \$65 per hour. I could be available on an "as-needed" basis for up to 8 hours per week, beginning Wednesday, March 1, 2023.

#### MY PHILOSOPHY

##### **Be first and forthcoming.**

Messaging that is swift, transparent, and direct wins the day—particularly in the current climate of digital and in-person hybrid meetings. By getting out in front of a story, my clients can better “own” the narrative and maintain long-term control of that narrative.

##### **Be thoughtful and deliberate.**

I've found that succeeding with most any communications campaign is as simple as delivering 1) the right message to 2) the appropriate audience at 3) just the right time. Of course, settling on one's message, audience, and timeframe—not to mention the most suitable channel—isn't always a simple matter. Even so, I've taught many clients how to consistently implement this formula on their own.

##### **Be disciplined.**

It can be difficult to resist the urge to “flood the zone” with unlimited amounts of messaging. Still, I encourage my clients to reach out to members of the media and the public only when they have information that is truly valuable or significant to share. To my mind, this is the best way to remain relevant and credible with one's audience.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard 03/01/23

Formal ☒

Work session ☐

Department Legal

Title to appear on Agenda: Sheriff's Salary Contract

Vendor #

### Executive Summary:

Pursuant to Indiana Code §36-2-13-2.5, the County Executive, the County Fiscal body and the Sheriff may enter into a contract for the Sheriff's salary.

The County Council approved a contract with the Sheriff at its meeting on February 14, 2023. The contract is now presented to the Commissioners for consideration and approval.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter: Molly Turner King

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed: Turner-King, Molly

**2023 SALARY CONTRACT  
FOR THE MONROE COUNTY SHERIFF**

Under the authority of Indiana Code §36-2-13-2.5, this Salary Contract is made between Ruben Martí, Monroe County Sheriff ("Sheriff"), the Board of Commissioners of Monroe County ("Commissioners") and the Monroe County Council ("Council"). This Salary Contract will become effective once approved by resolution of the Commissioners and Council and signed by the Sheriff, as is required by Indiana Code §36-2-13-2.5(c). In consideration of the mutual covenants and conditions set forth below, the Sheriff, Commissioners and Council do hereby agree as follows:

1. **Fixed Compensation.** The Sheriff shall be paid a fixed amount of money equaling that of the salary paid by the State of Indiana to the full-time, elected Monroe County Prosecuting Attorney. If the Prosecuting Attorney's salary is adjusted by the State of Indiana, so shall be the Sheriff's, in order to maintain the salaries at the same level. Payment of the Sheriff's salary pursuant to this Agreement will only match the state set salary for a full-time Prosecutor and shall not include any other compensation provided for by the County to the Prosecutor.
2. **Manner of Payment.** Payment of the full amount of the Sheriff's compensation, mentioned in Paragraph 1, shall be paid from the County General Fund in the manner that salaries of other county officials are paid as required by Indiana Code §36-2-13-2.5(b)(2).
3. **Sheriff's Tax Warrant Collection Fees.** As required by statutes, the Sheriff shall deposit tax warrant collection fees into the County General Fund in compliance with Indiana Codes §36-2-13-2.5(b)(3), Indiana Code §6-8.1-8-2 and Indiana Code §6-8.1-8-3.
4. **Prisoners' Meals.** The Council shall make an appropriation in the usual manner from the County General Fund for feeding prisoners. The Sheriff or the Sheriff's officers, deputies, or employees may not make a profit from the appropriation. The Sheriff shall deposit all meal allowances received under IC 36- 8-10-7 into the County General Fund for use for any General Fund purpose.
5. **Accounting of Expenditures for Feeding Prisoners.** The Sheriff shall be required to file accounting of expenditures for feeding prisoners with the County Auditor on the first Monday in January and the first Monday of July of each year.
6. **Term.** This Salary Contract shall be effective upon the passage of an approval Resolution by the Commissioners and the Council and signature of the Sheriff. This Salary Contract shall be effective until December 31, 2026.
7. **Governing Law.** This Agreement shall be governed by and in accordance with the laws of the State of Indiana.
8. **Entire Agreement.** The parties agree that this Agreement, consisting of three (3) pages, 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 WHEREOF, the Sheriff, the Commissioners and the Council, have executed this Agreement on the dates written below.

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS

This \_\_\_\_\_ day of February 2023.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

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

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

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

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

\_\_\_\_\_  
Lee Jones, Member

\_\_\_\_\_  
Lee Jones, Member

ATTEST:

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

                    **MONROE COUNTY SHERIFF**                      
                    *Ruben Marté*                      
Ruben Marté,

                    2/21/23                      
Date

ATTEST:

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

Signature Page to Salary Contract for the Monroe County Sheriff


Presented to the Monroe County Council and adopted this 14th day of February, 2023.

\*\*\*\*\*  
MONROE COUNTY COUNCIL

"AYES"

  
Kate Wiltz, President

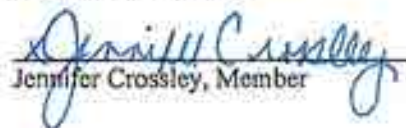
  
Trent Deckard, President Pro Tempore

  
Marty Hawk, Member

  
Geoff McKim, Member

  
Cheryl Munson, Member

NOT PRESENT  
Peter Iversen, Member

  
Jennifer Crossley, Member

"NAVS"

\_\_\_\_\_  
Kate Wiltz, President

\_\_\_\_\_  
Trent Deckard, President Pro Tempore

\_\_\_\_\_  
Marty Hawk, Member

\_\_\_\_\_  
Geoff McKim, Member

\_\_\_\_\_  
Cheryl Munson, Member

\_\_\_\_\_  
Peter Iversen, Member

\_\_\_\_\_  
Jennifer Crossley, Member

ATTEST:

  
Catherine Smith, Monroe County Auditor





## Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal ☒ Work session ☐ Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The Monroe Circuit Court Department has been involved in the Reducing Revocations Challenge since 2019. This project is funded by Arnold Ventures and guided by the City University of New York (CUNY) Institute for State and Local Governance. The project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety. Our Probation Department was chosen to be one of 10 jurisdictions from across the country for Phase 1 of the project which involved data analysis to determine prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison.

The Probation Department and research partners at Indiana University and George Mason University were chosen as one of only five (5) jurisdictions to continue with Phase 2 the Reducing Revocations Challenge (RRC). Phase 2 includes grant funding to aid in implementation of practices geared toward disrupting the pathways that lead to revocation and ultimately increase success on community supervision. The Monroe County RRC Phase 2 includes implementing the following three (3) strategies:

Strategy 1: Increase fidelity to Motivational Interviewing and Effective Practices in Community Supervision (EPICS)

Strategy 2: Revise standard conditions of probation with focus on race equity.

Strategy 3: Increase the use of incentives and early termination from probation supervision.

This MOU will support training and coaching staff in Effective Practices in Community Supervision (EPICS) in support of the first strategy of this initiative. These services will be funded by RRC grant funds and the Community Transition

### Fund Name(s):

### Fund Number(s):

### Amount(s)

Reducing Revocations Challenge  
Community Transition Program

4913  
1123

\$28,500  
\$21,500

Presenter:

### Speaker(s) for Zoom purposes:

#### Name(s)

#### Phone Number(s)

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency	<input type="text"/>	Federal Program	<input type="text"/>
CFDA#	<input type="text"/>	Federal Award Number and Year (or other ID)	<input type="text"/>
Pass Through Entity:	<input type="text" value="Indiana University via Grant from P"/>		
Request completed by:	<input type="text" value="Becca Streit, Community Corrections Execu"/>		

*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)

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
THE MONROE CIRCUIT COURT PROBATION DEPARTMENT AND  
CORE CORRECTIONAL SOLUTIONS**

**INTENT OF PROJECT**

The Monroe Circuit Court Probation Department recognizes the need for staff training and coaching in evidence-based communication and client case management. Core Correctional Solutions (CCS) is a nationally recognized leader whose mission is to improve officer and client interactions by teaching probation officers how to apply the principles of effective interventions to community supervision practices. CCS is also a recognized leader in the area of development and support of systemic infrastructure enhancement, necessary to implement and sustain evidence-based practices and processes. The intent of this project is for CCS to provide advanced training for probation officers employed by Monroe County in Effective Practices in Correctional Settings-II (EPICS-II) and to provide individual coaching for probation officers in the use of these skills. In furtherance of this identified objective, this agreement is entered by Monroe Circuit Court Probation Department ("Probation") and the Monroe County Board of Commissioners ("Commissioners") with Core Correctional Solutions (CCS) as of the date executed by both parties, as shown below. Probation and CCS mutually agree as follows:


**DUTIES AND EXPECTATIONS OF THE CAREY GROUP AND PROBATION DEPARTMENT**

1. **CCS** agrees to provide two (2) in-person EPICS-II trainings with each class being 4.5 days and allowing for up to 25 staff per training class at a cost of \$18,000 per training class. All classes must be completed by December 31, 2023.
2. **CCS** agrees to provide individual coaching for probation officers at a cost of \$150 per session. Each coaching session will include a pre-coaching conference, live observation via a virtual platform, and a post-appointment feedback conference and will include written feedback. The coaching sessions shall not exceed a total cost of \$14,000.
3. **CCS** will provide **Probation** electronically with materials for participants at least two weeks prior to each training class. **Probation** will be responsible for printing and duplication of materials for each class.
4. **Probation** shall coordinate and provide a location suitable for training and the number of participants in each training class. **CCS** shall be responsible for material development, travel time and costs, delivery of trainings, and post-training activities.
5. **CCS** agrees to provide invoices to **Probation** for services rendered. Invoices may be submitted to Linda Brady, [lbrady@co.monroe.in.us](mailto:lbrady@co.monroe.in.us), Monroe Circuit Court Probation, 214 West 7<sup>th</sup> Street, Suite 200, Bloomington, Indiana 47404. **Probation** will render payment for services in a timely manner. Both parties herein recognize that payment is contingent on continued receipt of Reducing Revocations Challenge grant funding and is subject to approval and appropriation of the Monroe County Council and the Monroe County claims process. Costs of all services provided by **CCS** shall not exceed \$50,000.
6. **Acceptance.** Acceptance of this MOU is evidence there is intent to comply with the Americans with Disabilities Act of 1990, Rehabilitation Act of 1973, and Title VI of the 1964 Civil Rights Act.
7. **Termination.** This MOU may be terminated, at any time, by either party, upon thirty (30) days written notice. If agreement is terminated by **Probation**, **Probation** shall pay any expenses incurred and non-refundable.
8. **Compliance with Law.** **CCS** shall comply with all State of Indiana and Monroe County applicable laws and regulations. **CCS** shall indemnify and save harmless the Monroe County Board of Commissioners for any fines or expenses of any nature which it might incur from **CCS** noncompliance. **CCS** will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - A. **CCS** to enroll in and verify the work eligibility status of all newly hired employees of the **CCS** through the E-Verify program.
  - B. **CCS** is not required to verify the work eligibility status of all newly hired employees of **CCS** through the E-Verify program, if the E-Verify program no longer exists.

C. **CCS** must sign an affidavit affirming that **CCS** does not knowingly employ an unauthorized alien.

9. **Non-discrimination.** In the performance of work under this MOU, it is agreed that **CCS**, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any program participant because of his/her race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran.
10. **Independent Contractor.** It is understood and agreed that **CCS** executes this Agreement as an independent contractor, and shall not be considered an employee or agent of Monroe County Government for any purpose. **CCS** shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. **CCS** shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
11. **Indemnity.** **CCS** 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 Government 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 negligence of the County Government or its employees.
12. **Worker's Compensation.** **CCS** 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 Monroe County Board of Commissioners (hereafter "Board") before commencement of work on the project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
13. **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 the Board before commencement of work on the project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
14. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
15. **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.
16. **Entirety of Agreement.** This Agreement, consisting of two (2) pages constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

**APPROVED BY:**

  
\_\_\_\_\_  
Melanie Lowenkamp, Executive Director, Core Correctional Solutions

02/21/23

\_\_\_\_\_  
Date

\_\_\_\_\_  
Penny Githens, President, Monroe County Board of Commissioners

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Monroe County Auditor

\_\_\_\_\_  
Date



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/01/23

Formal



Work session



Department

Probation

Title to appear on Agenda:

CY2022 Community Corrections Grant-  
Annual Report

Vendor #

### Executive Summary:

The Indiana Department of Correction awards grant funding to several Probation/Community Corrections programs including Pretrial Services, Drug Treatment Court, Mental Health Court, and Community Corrections. As part of the grant contract, the Community Corrections Executive Director must present an Annual Report to the county executive body.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Becca Streit

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Becca Streit

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

Attorney who reviewed:

Turner-King, Molly

# MONROE COUNTY COMMUNITY CORRECTIONS 2022 ANNUAL REPORT

January 30, 2023

**Contact Name:** Becca Streit, Community Corrections Executive Director/Deputy Chief Probation Officer

**Advisory Board Chair Name:** Honorable Mary Ellen Diekhoff, Monroe Circuit Court Judge

**Grant Funded Entities:** Monroe County Community Corrections, Monroe County Drug Treatment Court, Monroe County Mental Health Court, and Pretrial Services.

**Grant Funded Entities Mission Statement:** The mission of the Monroe Circuit Court Probation Department is to promote a safer community by intervening in the lives of offenders, holding them accountable, and serving as a catalyst for positive change.

## AGENCY HISTORY

Monroe County Community Corrections (MCCC) formally began operations on October 3, 1983 with four (4) components and five (5) full time employees under the leadership of Community Corrections Director Peggy Welch.

This program has continued to be recognized for innovative and quality alternatives to incarceration. Former Executive Director, Tom Rhodes, began his tenure in 1990 and oversaw the steady growth of felony referrals, staffing, the use of technology, and evidence based practices. Current Executive Director Becca Streit began her tenure January 1, 2020 as only the third Community Corrections Director in Monroe County.

Monroe County Community Corrections operates the Community Alternative Supervision Program (CASP) which includes electronic monitoring, home detention, and day reporting; four Problem Solving Courts including Drug Treatment Court, Mental Health Court, Veterans Treatment Court, and Reentry Court; Community Service; and a Pretrial Services program.

## 2022 QUICK FACTS AND NOTEWORTHY ACCOMPLISHMENTS:

GRANT ENTITY	2021 TOTAL GRANT FUNDING RECEIVED
Community Corrections	\$1,049,167
Drug Treatment Court	\$157,711
Mental Health Court	\$49,376
Pretrial Services	\$271,866
<b>TOTAL</b>	<b>\$1,528,120</b>

- There were **899** felony case referrals to the Community Alternative Supervision Program (CASP) which includes Day Reporting, Post Sentence Home Detention, Pretrial Home Detention, and Pretrial Case Management.
- The Pretrial Services Program completed **1,434** Pretrial Assessments.
- The Monroe County Pretrial Services Program was certified for three (3) years by the Indiana Office of Court Services.
- Drug Treatment Court had its **514<sup>th</sup>** graduate by December 31, 2022.
- Mental Health Court had its **23<sup>rd</sup>** graduate by December 31, 2022.

## SUMMARY

In 2022, Monroe County Probation and Community Corrections (hereafter, "Department") continued efforts to expand evidence-based practices (EBP) by focusing on data and expanding the fidelity of EBP programs used within the agency.

Through a grant funded research initiative called Reducing Revocations Challenge, the Department was able to bring national trainers in the field of EBP to Monroe County to work with case managers/probation officers and

provide additional training in case planning, Effective Practices in Correctional Settings (EPICS), and motivational interviewing.

On October 12, 2022, the Indiana Department of Correction (IDOC) spent a day on location with Probation/Community Corrections to complete an assessment of the Department and its EBP efforts. The IDOC assessment team reviewed case files, interviewed staff and clients, and read departmental policies. The Department eagerly awaits the results of the assessment which will provide an overview of this agency's strengths and opportunities for growth and improvement.

The Department also dealt with significant staff vacancies in 2022 which was not unique just to Monroe County. As agencies and businesses across the country were affected by mass vacancies, so too did the Department adapt to turnover.

The Advisory Board recommends that all services provided by Monroe County Community Corrections continue in 2023.



## Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/01/23

Formal



Work session



Department

Planning

Title to appear on Agenda:

Ordinance 2023-05;Pedigo Bay Rezone

Vendor #

### Executive Summary:

The request is to amend the Monroe County Zoning Map to rezone a 3.7 +/- acre portion of one (1) 6.36 +/- acre parcel in Section 35 of Clear Creek Township at 2600 E Pedigo Bay DR, parcel #: #53-11-35-200-028.000-006, from Forest Reserve (FR) to Suburban Residential (SR) zoning district.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Anne Crecelius

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Eric Deckard

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

Attorney who reviewed:

Schilling, David



OFFICE OF  
MONROE COUNTY PLAN COMMISSION  
501 N Morton Street, Suite 224  
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Jacqueline N. Jelen, hereby certify that during its meeting on January 17<sup>th</sup>, 2023 the Monroe County Plan Commission considered Petition No. REZ-22-10 for a Zoning Map Amendment (Ordinance No. 2023-05) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, conditions, and Highway Department reports, with a vote of 7-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).

  
Jacqueline N. Jelen  
Planning Director

1/19/2023  
Date

**ORDINANCE NO. 2023-05**

**Pedigo Bay Rezone**

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

**SECTION I.**

The Monroe County Zoning Ordinance is amended to rezone a 3.7 +/- acre portion of one (1) 6.36 +/- acre parcel in Section 35 of Clear Creek Township at 2600 E Pedigo Bay DR, parcel #: #53-11-35-200-028.000-006, from Forest Reserve (FR) to Suburban Residential (SR) zoning district.

**SECTION II.**

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 22<sup>st</sup> day of February, 2023.

**BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA**

"Yes" Votes

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

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

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

"No" Votes

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

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

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

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

**MONROE COUNTY PLAN COMMISSION****January 17, 2023**

<b>PLANNER</b>	Anne Crecelius
<b>CASE NUMBER</b>	REZ-22-10
<b>PETITIONER</b>	Pedigo Bay Homeowners Association Inc C/O Eric Deckard, Deckard Land Surveying
<b>ADDRESS</b>	2600 E Pedigo Bay DR, parcel #53-11-35-200-028.000-006
<b>REQUEST</b>	Rezone Request from FR & ECO1 to SR & ECO1 Waiver of Final Hearing Requested
<b>ACRES</b>	3.7 +/- acres
<b>ZONE</b>	FR, ECO1
<b>TOWNSHIP</b>	Clear Creek Township
<b>SECTION</b>	35
<b>PLATS</b>	Platted. Pedigo Bay Subdivision Final Plat, 2001
<b>COMP PLAN DESIGNATION</b>	Rural Residential

**EXHIBITS**

1. Petitioner Letter
2. Potential Land Transfer
3. 2001 Pedigo Bay Subdivision Final Plat
4. 2021 Cosner/Fish Type E Administrative Subdivision
5. FR and SR Use Tables

**RECOMMENDATION**

Staff recommends forwarding a **positive recommendation** for the rezone request from Forest Reserve (FR) and Environmental Constraints Overlay Area 1 to Suburban Residential (SR) and Environmental Constraints Overlay Area 1 for 3.7 acres based on the findings of fact, subject to the Monroe County Highway and Drainage engineer reports. This recommendation does **not** include the 0.58 acres of platted Common Area **located directly south of 2589 E Pedigo Bay RD** - this property isn't involved with the future lot line adjustment. Maintaining the FR zone in this area does not increase the non-conformity of the remaining Common Area.

**Plan Review Committee – December 8, 2022**

No motion to forward recommendation to Plan Commission. Requested the following information:

1. Is there an ability to subdivide the property once they add more acreage to each of these lots?  
People that are getting more acreage, will they be able to do further development?

In order to subdivide one of the properties (after the rezone and lot line shift) they would be required to vacate from the subdivision and meet the Zoning Ordinance and Subdivision Control Ordinance. The properties at that time would be zoned SR and partially ECO Area 1. The portion of the properties that is zoned ECO would be required to be meet the following:

825-4: The maximum residential density that shall be allowed shall be one unit per five (5) acres.

The ECO Area 1 portion of the property would be unable to meet the above code, therefore subdividing further wouldn't be possible under the Zoning Ordinance and Subdivision Control Ordinance.

Owner Address	Fish 2591 E Pedigo	Cosner 2597 E Pedigo	Cosner E Pedigo Bay	Kunz 2599 E Pedigo	Harding 2621 E Pedigo
Total Acreage	2.87 acres	2.67 acres	1.64 acres	4.35 acres	1.23 acres
Buildable Acreage	0.52 buildable	0.71 buildable	0.38 buildable	1.31 buildable	0.38 buildable

Transfer Acres	1.20	0.99	0.48	0.97	0.12
Primary Use	SFR	SFR	Undeveloped	SFR	SFR
Easements/Karsts	50' I/E/U 20' I/E	20' Sanitary Sewer	Unknown I/E/U SCA	SCA	N/A

2. Who maintains the common area? –HOA.
3. Should we rezone the remaining FR portion if we are going to make it too small to reduce the size of the common area below min lot size? **The remaining two sections of the common area are 1.6+/- acres zoned AG/RR, and 1.87+/- acres zoned FR.**
4. Provide use table for SR and FR. **See Exhibit 5.**
5. Helpful to see from the road if you can add that to the packet. – **site photos added to report.**

**Plan Commission Regular Meeting – January 17, 2023 (Preliminary Hearing)**

**Plan Commission Regular Meeting – February 21, 2023 (Final Hearing)**

### **SUMMARY**

The petition site is one parcel totaling 6 +/- acres located in Clear Creek Township. The petitioner is proposing to amend the Zoning Map from Forest Reserve (FR) to Suburban Residential (SR) for the entire portion of the common area located on the north side of Pedigo Bay DR, approximately 4.24 +/- acres. Staff recommends only rezoning the 3.77 +/- acres that are intended to be apart of the lot line adjustment.



### **BACKGROUND**

The petition site is currently platted as portion of the open space of the Pedigo Bay Subdivision, recorded in 2001. The common area contains multiple karst features protected as Sinkhole Conservancy Areas and was originally intended to contain the septic systems of lots platted within the subdivision. Septic systems were not pursued and in 2004 the 1.6 +/- acre portion of common area on the southeast side of Pedigo Bay and Sailor LN was rezoned from FR to AG/RR to accommodate a private package treatment plant. All lots that would ultimately be involved with a lot line adjustment area serviced by the treatment plant.

The homeowners involved with this petition are Jason & Angelene Cosner, Rex & Melinda Fish, Michael

& Caroline Harding, and Peter Kunz. If this rezone is approved the petitioners intend to transfer the area in front of each residence to the respective property owners. This could be done by amending the Pedigo Bay Subdivision Preliminary Plat and the Cosner/Fish Type E Administrative Subdivision Final Plat. The potential land transfer is illustrated in Exhibit 2. None of the area rezoned from FR to SR could be developed as it contains karst features, or easements.

The Zoning Map amendment would be from FR to SR for. Listed below are the definitions of these zones per Chapter 802.

**Forest Reserve (FR) District.** The character of the Forest Reserve (FR) District is defined as that which is primarily intended for the preservation of forests, recreational areas, parks and greenways, limited agricultural uses and very, very low density single family residential uses. Its purposes are to permit limited single family residential development on very large lots, to discourage the development of residential subdivisions and nonresidential uses, to protect environmentally sensitive areas, such as floodplain and steep slopes and to maintain the character of the surrounding neighborhood. Development in the FR District is hindered by extreme topography, poor access and the availability of few or no public services. Therefore, the number of uses permitted in the FR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the low-density residential and public open space uses.

**Suburban Residential (SR) District.** The character of the Suburban Residential (SR) District is defined as that which is primarily intended for existing, possibly nonconforming, recorded single family residential subdivisions and lots of record. Its purposes are to accommodate existing, substandard subdivision developments and lots, to permit the build-out of single family residential uses in those developments and lots, to encourage the development of sanitary sewer systems for the existing development in the Lake Lemon area, to discourage the development of nonresidential uses, to protect environmentally sensitive areas, such as floodplain, karst, and steep slopes, and to maintain the character of the surrounding neighborhood. Therefore, the number of uses permitted in the SR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the residential uses. The need for expanding this district beyond the areas designated on the Official Zone Maps on the date of the adoption of the zoning regulations is not anticipated or encouraged.

#### **LOCATION MAP**

The petition site is one lot of record, parcel number 53-11-35-200-028.000-006. The site is located at 2600 E Pedigo Bay DR in Section 35 of Clear Creek Township.



## ZONING

The zoning for the petition site is Forest Reserve (FR) and Environmental Constraint Overlay Area (ECO1). Adjacent zoning is FR and Suburban Residential (SR), and Agricultural Rural Reserve (AG/RR). The petition site is developed with a private package plant on the southwest corner of Pedigo Bay Drive and Sailor LN.

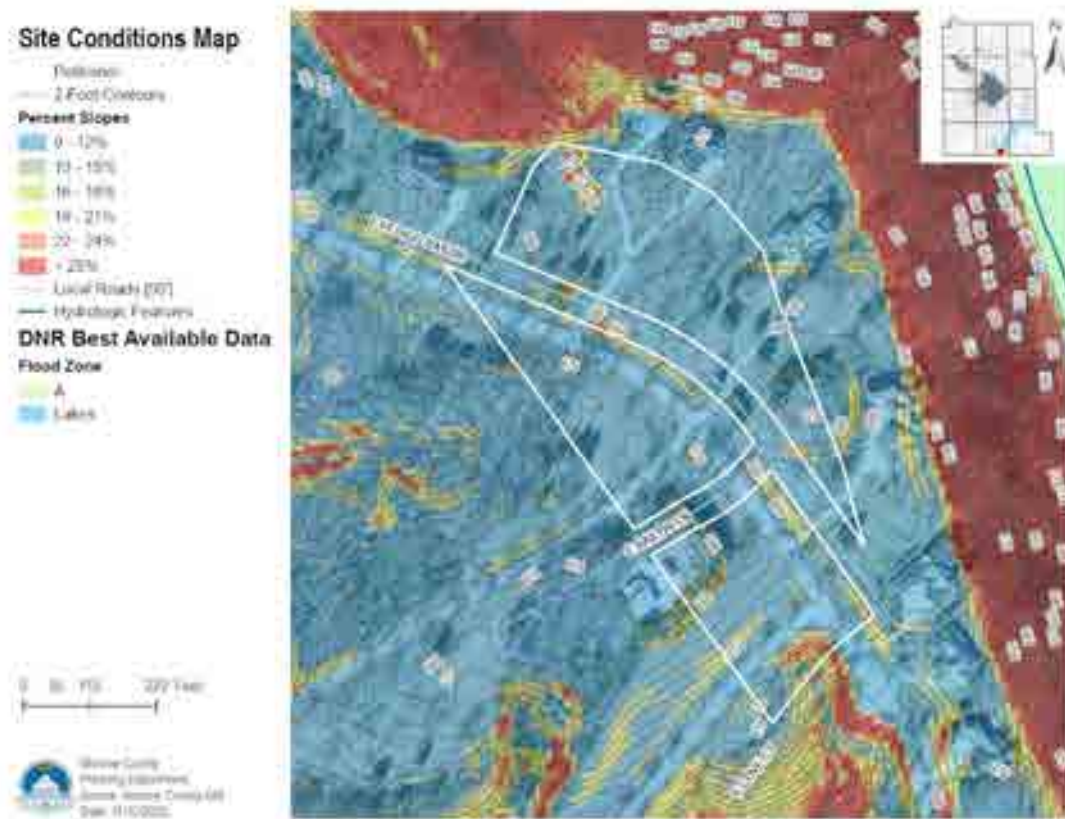


## SITE CONDITIONS & INFRASTRUCTURE

The site has frontage along E Pedigo Bay and E Sailor LN, two Local roads per the 2016 Thoroughfare Plan. The site is partially located within the Lake Monroe Watershed and is zoned with the Environmental Constraints Overlay Area 1. The petition site is currently developed with a private package treatment



plant and contains karsts, utility and access easements. The property is mainly slopes that are under the 15% buildable area restrictions for structures.



## SITE PICTURES



Photo 1. Pictometry photo looking north.



Photo 2: Looking NE from E Sailor LN.



Photo 3: Looking NE from intersection of E Sailor LN and E Pedigo Bay DR.





Photo 4: Looking NE at platted SCA on 2603 E Pedigo Bay DR.



Photo 5: Looking NE from E Pedigo Bay DR.



Photo 6: Looking NE from E Pedigo Bay DR.



Photo 7: Looking NE from E Pedigo Bay DR. Petition sign located on 2599 E Pedigo Bay DR.



Photo 8: Looking SE from E Pedigo Bay DR.

#### **COMPREHENSIVE PLAN DISCUSSION**

The petition site is located within the **Rural Residential** designation of the Monroe County Comprehensive Plan. Points that align with the proposed rezone are highlighted in **green**. Points that differ are highlighted in **grey**. The plan states the following for this designation:

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and **some portions of the Rural Residential area have already been subdivided** or developed at urban densities.

To maintain Rural Residential property use opportunities, an average residential density per survey section shall be established by ordinance. This average density shall preserve the **rural lifestyle opportunity** of this area and help protect nearby **Vulnerable Lands**. Where appropriate infrastructure is available, home clustering with open space dedications may be an option in this residential category. Open space can serve a variety of uses including recreational opportunities for local residents, limited accessory agricultural uses, or buffering of an adjoining use. Contiguous Resilient Land shall be available for each dwelling adequate to support either two independent conventional septic fields or one replaceable mound system. Sufficient space for buildings traditionally associated for this type of use must also be

provided. In addition, public roadways shall not experience less than the Monroe County Level of Service standard existing at the time this Plan is adopted. New subdivision road traffic lanes that access County roadways shall not exceed the capacity of traffic lanes for adjoining public roadways. State highways, major collectors, or arterial roads are exempt from this requirement.

#### **FINDINGS OF FACT - REZONE**

In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

**(A) The Comprehensive Plan;**

**Findings:**

- The Comprehensive Plan designates the petition site as Rural Residential;
- “includes rural property, environmentally sensitive areas,”;
- The intention of the petitioner if the rezone is to pursue a lot line adjustment to transfer to land to the adjacent properties;

**(B) Current conditions and the character of current structures and uses in each district;**

**Findings:**

- See Findings under Section A;
- The rezone request is to change 3.77 +/- acres of a 4.24 +/- acre parcel from FR to SR;
- The petition site is platted open space in the Pedigo Bay Subdivision and was originally intended to contain septic systems for adjoining properties. Septics systems weren’t pursued the properties are serviced by the Pedigo Bay private package treatment plant;
- Adjacent uses are residential and zoned FR, AG/RR, or SR;

**(C) The most desirable use for which the land in each district is adapted;**

**Findings:**

- See Findings under Section A and Section B;
- The site is mainly buildable area (slopes 15% and under) and some karst features;
- The portion of the property proposed to be rezoned will be unable to be developed;
- The site is located within all the Area 1 of the Environmental Constraints Overlay zoning district;

**(D) The conservation of property values throughout the jurisdiction; and**

**Findings:**

- Property value tends to be subjective;
- The effect of the approval of the rezone on property values is difficult to determine;
- The petitioner states that their intent to rezone is to increase the sale value of the property;

**(E) Responsible development and growth.**

**Findings:**

- See Findings under Section A, Section B, and Section C;
- Access is off of E Pedigo Bay DR;

- According to the Monroe County Thoroughfare Plan, E Pedigo Bay DR is classified as a Local road;

**EXHIBIT 1: Petitioner Letter**



Eric L. Deckard, L.S.

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1604 S. Henderson St.  
Bloomington, IN 47401  
Ph. 812.961-0235  
Fax 812.323-7536

October 16, 2022

To: Monroe County Planning

RE: Pedigo Bay Home owner Association Rezone

I have been asked personally by Jason Cosner a representative to the Pedigo Bay Homeowners association to respectfully request to be placed on the next available Plan Commission agenda. My client wishes to rezone a parcel of land that is currently Zoned Fr (Forest Reserve) to SR (Suburban Residential). Per the recommendation of Planning staff this will allow the homeowner association to convey a portion of the open space into the adjacent lots.

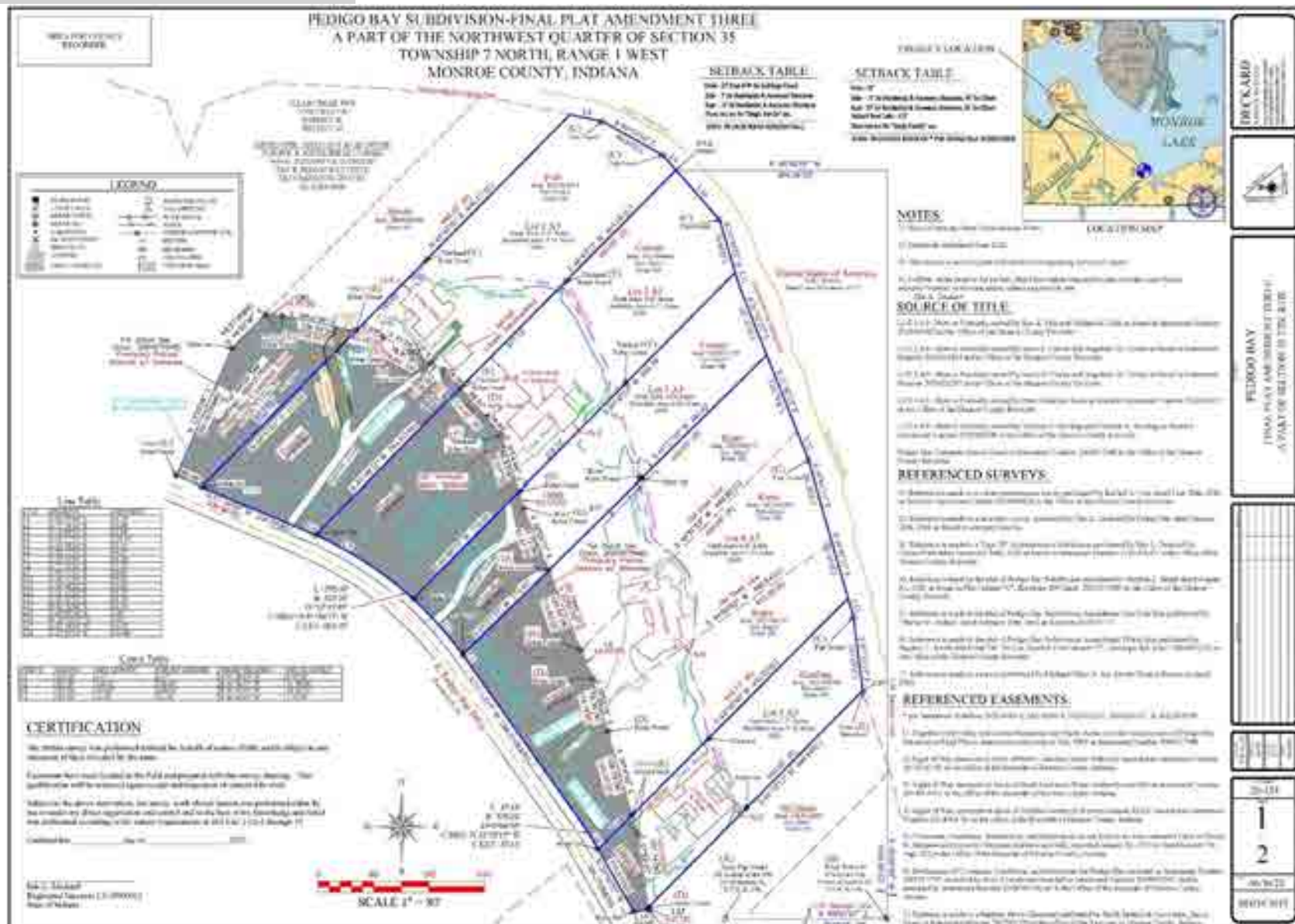
If there are any questions, please contact this office at (812)961-0235

Sincerely,

Eric L. Deckard L.S.



## EXHIBIT 2: Potential Land Transfer







**Dr. J. B. G. B. B.**





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[illegible]



## EXHIBIT 5: FR and SR Use Tables

<b>Agricultural Uses</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Accessory Structures for Ag. Use	L	P	
Agriculture	H	P	53
Ag.-Related Industry	H	C	53
Ag. Uses-Land Animal	H	P	22; 53
Ag. Uses-Non Animal	H	P	22; 53
Agritourism / Agritainment	H	P	53
Aquaculture	M	P	22; 53
Christmas Tree Farm	H	C	53
Comm. facilities for the sale, repair, and service of Ag. equip., vehicles, feed, or suppl.	H	C	53
Comm. Non-Farm Animals	M	P	53
Equestrian Center	H	C	53
Historic Adaptive Reuse		P	15; 44
Horse Farm	L	P	53
Nursery/greenhouse	H	P	53
Orchard	H	P	53
Pick-your-own operation	H	C	53
Roadside farm stand, Permanent	M	P	52
Roadside farm stand, Temporary	L	P	51
Winery	H	P	53
<b>Residential Uses</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Accessory Apartments	L	P	26
Accessory Dwelling Units	L	P	53; 55
Accessory Livestock	L	P	43
Guest House	L	P	
Historic Adaptive Reuse		P	15; 44
Home Based Business	L	P	16
Home Occupation	L	P	16
Residential Storage Structure	L	P	15
Single Family Dwelling	n/a	P	1
Temporary Dwelling	L	P	3; 53
Two Family Dwelling	n/a	P	2
<b>Public &amp; Semipublic</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Cemetery	H	P	
Governmental Facility	H	P	7;40
Historic Adaptive Reuse		P	15; 44
Religious Facilities	H	P	22
Remote Garbage/Rubbish Removal	H	C	34
Telephone and Telegraph Services	L	P	32
Utility Service Facility	M	P	31

Wastewater Treatment Facility	H	C	15
Water Treatment Facility	H	C	
Wired Communication Services	M	P	32
<b>Business &amp; Personal Services</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Artisan Crafts	M	C	15, 22, 44
Bed and Breakfast	L	P	8
Historic Adaptive Reuse		P	15; 44
Kennel, comm. animal breeding ops.	H	C	10;15; 53
Real Estate Sales office Or Model	L	P	9
Taxidermist	L	P	6
Temporary Seasonal Activity	M	P	46; 54
Tourist Home or Cabin	L	P	48
Veterinary Service (Indoor)	H	C	15
Veterinary Service (Outdoor)	M	C	10; 15
<b>Retail &amp; Wholesale Trade</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Garden Center	H	C	53
Historic Adaptive Reuse		P	15; 44
<b>Automotive &amp; Transportation</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Automobile Repair Services, Minor	H	C	50; 53
Historic Adaptive Reuse		P	15; 44
<b>Amusement and Recreational</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
Camping Facility	H	C	27; 53
Historic Adaptive Reuse		P	15; 44
Park and Recreational Services	H	C	14;20
Private Recreational Facility	H	C	20
Recreational Vehicle (RV) Park	H	C	53
<b>Manufacturing, Mining</b>	<b>(i)</b>	<b>FR</b>	<b>(C)</b>
General Contractor	M	C	15
Historic Adaptive Reuse		P	15; 44
Sawmill	H	C	15;22
Wood Products	M	C	7;15

<b>Agricultural Uses</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Historic Adaptive Reuse		P	15; 44
<b>Residential Uses</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Accessory Apartments	L	P	26
Accessory Livestock	L	P	43
Accessory Use		P	5
Historic Adaptive Reuse		P	15; 44
Home Occupation	L	P	16
Residential Storage Structure	L	P	15
Single Family Dwelling	n/a	P	1
Temporary Dwelling	L	P	3; 53
Two Family Dwelling	n/a	P	2
<b>Public &amp; Semipublic</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Group Home Class I	L	P	
Historic Adaptive Reuse		P	15; 44
<b>Business &amp; Personal Services</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Artisan Crafts	M	C	15, 22, 44
Historic Adaptive Reuse		P	15; 44
Real Estate Sales office Or Model	L	P	9
<b>Retail &amp; Wholesale Trade</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Historic Adaptive Reuse		P	15; 44
<b>Automotive &amp; Transportation</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Historic Adaptive Reuse		P	15; 44
<b>Amusement and Recreational</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Historic Adaptive Reuse		P	15; 44
<b>Manufacturing, Mining</b>	<b>(i)</b>	<b>SR</b>	<b>(C)</b>
Construction Trailer	L	P	17
Historic Adaptive Reuse		P	15; 44