



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, July 5, 2023, at 10:00 am

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

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09> Meeting ID: 843 5333 7265
Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

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

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, 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

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES

Health – Lori Kelley

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

5. APPROVAL OF MINUTES

June 28, 2023

5

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – July 5, 2023

7. REPORTS

None

8. NEW BUSINESS

A. PRESENTATION OF COUNTY FORM #144; STATEMENT OF SALARIES & WAGES PROPOSED FOR CALENDAR YEAR 2023 18

Presenter: Brianne Gregory

County Form No.144 is required to be filed by each Department Head/Elected Official, Board or Commission, whose officers or employees are paid by county funds. This form must be filed with the County Auditor not later than July 2 each year. In turn, the County Auditor must present the County Form No.144 to the Board of Commissioners at the July meeting of the board. The Board of County Commissioners shall review the statements and make their recommendations, for the consideration of the County Council, prior to August 20.

B. MATRIX INTEGRATION SERVICE AGREEMENT 19

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$2,700

Presenter: Greg Crohn

The Sheriff Reserves building is currently without a data connection back to the County network due to the failure of the Adaptive Security Appliance located on the site. Resulting in Reserve Officers having to come into the Sheriff's Department to complete their duties, rather than at their own headquarters. This request is to approve the quote provided by Matrix Integrations, to supply, configure, and install one (1) new Cisco ASA5520 to restore data and phone services at the location.

C. ADULT PROTECTIVE SERVICES CONTRACT 21

Fund Name: Adult Protective Services

Fund Number: 9112

Grant Amount: \$551,733.58

Presenter: Beth Hamlin

This is a request for signature on a contract (# 73936) to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and Indiana Family and Social Services Administration, Division of Aging. The contract amount is \$551,733.58 covers the two year time period July 1, 2023 - June 30, 2025. The funds will pay for the provision of Adult Protective Services in Monroe, Morgan, and Owen Counties.

D. B & H ELECTRIC SERVICE AGREEMENT 40

Fund Name(s): County General and Non-reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$2,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire B & H Electric to perform small motor repairs. The service agreement expires on 11-01-25.

- E. STRATEGIC COMMUNICATIONS AGREEMENT 45**
Fund Name: County General
Fund Number: 1000
Amount: Not to exceed \$25,000
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.

- F. ORDINANCE 2023-24; CREATING A CAPITAL IMPROVEMENT BOARD (CIB) 48**
Presenter: Jeff Cockerill

This item creates a Capital Improvement Board (CIB). The CIB, as drafted, would be responsible for leading the Convention Center expansion project including selecting the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage. The project will also require additional agreements, including and interlocal cooperation agreement with the City of Bloomington.

- G. BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION (BEDC) AGREEMENT 52**
Fund Name: County General
Fund Number: 1000
Amount: \$30,000
Presenter: Jeff Cockerill

This agreement provides the Bloomington Economic Development Commission to provide services to the County. The County Council appropriated \$30,000 for this purpose. The BEDC works was discussed at the Commissioners work session on June 28th.

- H. RESOLUTION 2023-21; ESTABLISHING OF THE CLIMATE RESILIENCE PLAN IN COOPERATION WITH THE MCKINNEY FELLOW. 60**
Presenter: Peter Iversen

On May 3, 2023, the Commissioners approved a Collaboration Agreement between Monroe County Government and the Trustees of Indiana University on behalf of the Environmental Resilience Institute. Per this Collaboration Agreement, a McKinney Fellow would be hosted by Monroe County, and the McKinney Fellow would assist with the development of a community-wide climate resilience plan.

This resolution establishes a Blue Ribbon Commission to further the development of the Climate Resilience Plan in cooperation with the McKinney Fellow.

- I. AWARD BICENTENNIAL PAVING TO E & B PAVING, LLC. 63**
Fund Name: Bicentennial Pathway Construction
Fund Number: 8950
Amount: \$277,560
Presenter: Lisa Ridge

Two (2) sealed bids were received and opened on June 29, 2023 at 10:00 am, Milestone Contractors and E&B Paving, LLC. E&B Paving, LLC. was the lowest, most responsive, and responsible bidder and the Department would like award the project to E&B Paving, LLC.

J. AMERICAN STRUCTUREPOINT, INC. SUPPLEMENTAL #2 FOR FULLERTON PIKE, PH III

75

Fund Name: Fullerton Pike TIF

Fund Number: 4922

Amount: \$46,100

Presenter: Lisa Ridge

The supplemental agreement is to cover the cost of the bidding phase and construction phase (any design changes needed during construction due to unforeseen conditions) for the project. All the existing funds for design have been exhausted for such changes in the Sound Wall, permits and bid clearing plans. During the ROW phase, all funds were not used that were allocated to the phase of the project. The Department saved \$16,860 on that portion of the contract. The supplemental will be sent to INDOT after approval to request the 80% match for this extra expense.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



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 SUMMARY MINUTES Wednesday, June 28, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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

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

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

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** 10:04 am

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES** 10:04 am

3. **Agenda Amendment** 10:05 am

Thomas made a motion to add to the agenda item "W", Dr. Brittain contract. Also, moving item "J", Karst Athletic Complex Improvement Plan, to the work session, and move Item #1, Limestone Nomad, from the work session to the formal agenda. Jones seconded.

Githens called for a voice vote.

Motion carried 3-0.

4. **DEPARTMENT UPDATES** 10:05 am
Health – Lori Kelley

5. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:08 am

6. APPROVAL OF MINUTES

10:08 am

June 21, 2023

Thomas made motion to approve. Jones seconded.

No public comment

Githens called for a voice vote.

Motion carried 3-0.

7. APPROVAL OF CLAIMS DOCKET

10:12 am

Accounts Payable – June 28, 2023

Payroll – June 30, 2023

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

8. REPORTS

10:13 am

Clerk – May 2023

Treasurer – May 2023

Weights and Measures – May 16 – June15, 2023

9. NEW BUSINESS

A. HARRELL-FISH, INC. SERVICE AGREEMENT

10:14 am

Fund Name: County General

Fund Number: 1000

Amount: ~~\$4,161.30~~ Not to exceed \$5,000

Presenter: Richard Crider

This request is to approve the agreement with Harrell-Fish Incorporated (HFI) to empty the grease interceptor at the Youth Services Bureau on a quarterly basis in an amount not to exceed \$4,161.30 over a 3 year term. HFI will report the cleanings to the City of Bloomington Utilities FOG Management Program.

Thomas made motion to approve. Jones seconded.

Crider asked that the amount be changed to “not to exceed \$5,000”

Thomas made motion to amend amount as “not to exceed” \$5,000. Jones seconded.

No public comment on amendment.

Githens called for a voice vote on amended motion.

Motion carried 3-0.

Githens called for a voice vote.

Motion carried 3-0.

B. VET ENVIRONMENTAL ENGINEERING, LLC. SERVICE AGREEMENT

10:16 am

Fund Name: County General

Fund Number: 1000

Amount: \$894.43

Presenter: Richard Crider

This request is to approve the agreement with VET Environmental Engineering, LLC to provide indoor air sampling services at the Monroe County Johnson Hardware Building in an amount not to exceed \$894.43.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

C. RESOLUTION 2023-20; SURPLUS PROPERTY

10:17 am

Presenter: Richard Crider

This request is to approve the declaration of items for surplus from the Highway, Recorder, and Treasurer's Departments.

Included are 11 file cabinets, 4 desks, 1 bookshelf, 1 office chair, 1 chest freezer, and 1 broken safe.

The file cabinets, desks, bookshelf and safe will be sold as a scrap metal group at auction.(govdeals.com)

The chest freezer is operable and will be sold at auction. (govdeals.com)

The office chair is damaged and will be demolished.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

D. INDIANA DEPARTMENT OF HEALTH PUBLIC HEALTH PREPAREDNESS GRANT AMENDMENT

10:19 am

Fund Name: Public Health Emergency Preparedness

Fund Number: 8104

Grant Amount: \$25,000

Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an amendment to the current grant contract for Public Health Emergency Preparedness. This amendment is extending the current grant contract for the term of July 1, 2023-June 30, 2024 in the amount of \$25,000. The total award noted in the document of \$50,000 includes the \$25,000 awarded during the time period of July 1, 2022-June 30, 2023.

This grant contract, through the CDC-funded Cities Readiness Initiative (CRI) program, requires various activities aimed at enhancing state and local preparedness to better respond to public health and healthcare emergencies. Local Health Departments (LHDs) must participate with a Metropolitan statistical area designated for their county. This includes meetings, exercises, trainings, and planning efforts. All CRI LHDs must conduct annual medical countermeasure (MCM) dispensing drills at an identified POD location with the LHD jurisdiction. The goal of the POD is to efficiently provide medical countermeasure to a large population in a short period of time. The three drills include:

Site Activation, Staff Notification and Assembly, and Facility Set Up. Other requirements include developing a local plan to detail the mechanism to communicate to local partners during an emergency, quarterly meetings, and a Bi-Annual communication drill. This funding helps to support a part-time assistant for the full-time Emergency Preparedness Coordinator, as well as funding for emergency supplies and services.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

E. HEALTH DEPARTMENT SCHOOL LIAISON GRANT AMENDMENT #1

10:20 am

Fund Name: School Grant-CoAg

Fund Number: 8111

Amount: \$440,000

Presenter: Lori Kelley

The Monroe County Health Department is requesting approval of an amendment to continue the original Local Health Department (LHD) School Liaison Grant award until June 30, 2024. Approval of this request will extend the expiration date of the original contract 64111, while also changing new deliverable dates and the addition of funding to the original grant agreement in the amount of \$440,000.00.

The school liaison grant is focused on relationship building and school liaison support of all public, private, and parochial schools within the Monroe County jurisdiction. School liaison support, as outlined in the grant agreement, includes conducting quarterly county level school meetings, collaboration with schools on student health and wellness initiatives, educational offerings using best practice and evidence-based resources, supporting schools in their communicable disease response plans to ensure continuity of planning, ensuring pandemic related deficits in vision/dental screenings and immunizations are addressed, providing emergency preparedness training and support such as Stop the Bleed and Cardiopulmonary Resuscitation (CPR), ensuring automated external defibrillators (AEDs) are present and functioning, ensuring emergency medications are in schools, and identification of resources to support schools during screening events.

This award requires at least one school liaison who has only the duties of school liaison in their job description. The school liaison(s) should be trained in a health career such as a public health nurse, Emergency Medical Technician, or other health experience to enable them to provide education to others.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

F. SOFT CHOICE ADOBE LICENSING RENEWAL

10:21 am

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$43,396.50

Presenter: Greg Crohn

Our annual Adobe Pro software licensing is due for renewal at this time. Adobe Pro allows Departments to make, edit, check for and correct ADA compliance issues on PDF documents. Agreement is for a period of one year for three hundred and fifty (350) user licenses.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

G. GRABER POST BUILDINGS, INC. SERVICE AGREEMENT

10:23 am

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$2,700

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Graber Post Buildings, Inc. to repair the Flatwoods Park shelter house roof. The service agreement expires 12-31-23.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

H. HEFLIN INDUSTRIES, INC. SERVICE AGREEMENT

10:25 am

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$4,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Heflin Industries to perform backflow testing, reporting & repairs. The service agreement expires on 12-31-25.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

I. J & S LOCKSMITH, INC. SERVICE AGREEMENT

10:26 am

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$500

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire J & S Locksmith to perform small engine repairs and locksmithing. The service agreement expires on 11-01-25.

J. LIMESTONE NOMAD SERVICE AGREEMENT

10:27 am

Fund Name(s): County General and Non-reverting

Fund Number(s): 1000 and 1179

Amount: Not to exceed \$200

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Josh Hewey, AKA Limestone Nomad, for a musical performance at the Sr. Day at the Fair on July 6, 2023. The service agreement expires on 08-01-23.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

K. KOENIG EQUIPMENT, INC. SERVICE AGREEMENT

10:28 am

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$3,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Koenig Equipment to perform equipment repairs. The service agreement expires on 11-01-25.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

L. TODD SEPTIC TANK SERVICE AGREEMENT

10:29 am

Fund Name(s): County General, and Non Reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$300

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Todd Septic Tank to perform septic tank pumps. The service agreement expires on 11-01-25.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

M. CENTERSTONE MEMORANDUM OF UNDERSTANDING (MOU)

10:30 am

Fund Name: JDAI Programming Grant

Fund Number: 9145

Grant Amount: \$6,300

Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in grant funding for programming from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of this funding (up to \$6,300) will go toward a partnership with Centerstone, and this request is to approve an MOU to support this effort. Centerstone will provide a substance use education program called Teen Intervene to youth in the community in need of services and grant funding will reimburse up to \$25 per session with each youth participating. Additional funding will be provided to provide ancillary support such as transportation assistance.

N. IMPACT SOLUTIONS PROFESSIONAL SERVICES AGREEMENT

10:32 am

Fund Name: JDAI Performance Grant

Fund Number: 9163

Grant Amount: \$7,000

Presenter: Christine McAfee

The Monroe Circuit Court received bonus grant funding based on performance to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2022-23 grant year. The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities.

In previous grant years, Empact Solutions worked with the Monroe Circuit Court Probation Department to develop Tableau dashboards to communicate meaningful findings and allow for deeper analysis of JDAI related data. The dashboards were created using juvenile probation referral level data from the Quest case management system with the intention of supporting local JDAI work groups and the JDAI Steering Committee. This current agreement will provide technical support to maintain the case flow dashboard and other Tableau dashboards to further our work with JDAI. This request will be supported with 100% grant funding.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

O. LAURA FURR CONSULTING MEMORANDUM OF UNDERSTANDING (MOU)

10:34 am

Fund Name: JDAI Programming Grant

Fund Number: 9145

Grant Amount: \$3,390

Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of the funding from this grant will go toward advancing a culture and structure of authentic youth and family partnerships in the agency's decision-making and, thereby, achieve greater system outcomes. Ongoing development of authentic youth and family engagement structures and culture aligns with Probation's continued work with the Juvenile Detention Alternatives Initiative (JDAI) and Laura Furr Consulting.

Laura Furr Consulting will provide continued support for Probation's goals by providing ongoing support by partnering on the development and implementation of new tools and advisory groups, participating in routine meetings, including quarterly meetings of the Monroe County JDAI Steering Committee and monthly check-in meetings with Probation leadership, documenting progress, reaffirming next steps, and troubleshooting challenges based on multiple interviews and observations in routine meetings.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

P. THE WAREHOUSE MEMORANDUM OF UNDERSTANDING (MOU)

10:35 am

Fund Name: JDAI Programming Grant

Fund Number: 9145

Grant Amount: \$7,250
Presenter: Christine McAfee

The Monroe Circuit Court received \$55,000 in annual programming grant funding from the Indiana Department of Correction (IDOC) to continue implementing the Juvenile Detention Alternatives Initiative in Monroe County. Part of the funding from the grant (up to \$7,250) will go toward providing youth of our community a no-cost, pro-social, recreational opportunity that provides supervision and mentor opportunities. This MOU will allow The Warehouse to hire, train, and support mentors who are interested in working with youth and building relationships.

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

Q. RESOLUTION 2023-16; MONROE COUNTY CODE UPDATE
Presenter: Jeff Cockerill

10:38 am

This is to codify additions and amendments to the various chapters to Monroe County Code that have been passed in previous months.

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

R. RESOLUTION 2023-17; APPROVING THE ISSUANCE OF MAJOR BRIDGE BONDS
Presenter: Jeff Cockerill

10:39 am

This Resolution provides Commission approval for the approval of revenue bonds by the County Council. The revenue supporting the bond will be the Major Bridge Fund and Fullerton Pike TIF. The Bridge in question is part of the Fullerton Pike road project.

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

S. LETTER OF REPRESENTATION WITH BARNES AND THORNBURG REGARDING MAJOR BRIDGE BOND
Presenter: Jeff Cockerill

10:41 am

This item is for the provision of Legal representation for the upcoming Major Bridge Bond. The bond proceeds will pay for this expense.

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

T. FINANCIAL SOLUTIONS GROUP SERVICE AGREEMENT REGARDING MAJOR BRIDGE/TIF BOND

10:43 am

Fund Name/Number: TBD
Amount: Not to exceed \$30,000
Presenter: Jeff Cockerill

The agreement is for the provision of Financial Advice for the upcoming Major Bridge Bond. The bond proceeds will pay for this expense.

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

U. RESOLUTION 2013-19; APPROVING THE DESIGNATION OF MONROE COUNTY AS A VOTE CENTER COUNTY 10:44 am

Presenter: Jeff Cockerill

The process for a County to become a vote center county, according to the Secretary of State, includes seven steps. The first step is for the County Commissioners and County Council to approve resolutions that express interest in becoming a vote center county. "These resolutions are about confirming that the county is open to the potential change, not about actually making the change. Since council members and commissioners represent county citizens directly, their vote on vote centers can serve as a good temperature gauge for whether or not a county is open to the possibility of change."

The entire process can be found here at:

<https://www.in.gov/sos/elections/voter-information/ways-to-vote/vote-centers/>

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

V. INDIANA GAS UTILITY RELOCATION AGREEMENT 10:52 am

Fund Name: Fullerton Pike PH III
Fund Number: 8169
Amount: \$46,164.46
Presenter: Lisa Ridge

The utility reimbursement agreement is for utility relocations for the Fullerton Pike, PH III project. 80% (\$36,931.57) is reimbursable from federal aid for the project, leaving the balance of \$9,232.89 being the local match.

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

W. DR. BRITTIAN, MONROE COUNTY HEALTH OFFICER CONTRACT 10:54 am

Amount: \$40,000 per year/four-years

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

10. APPOINTMENTS

10:55 am

None

11. ANNOUNCEMENTS

10:56 am

All Monroe County Government offices will be closed, Tuesday, July 4th, in observance of Independence Day.

Indiana Solar for All grant opportunities are available for income qualified households. For more information go to www.insf.org/partipate.

In response to a request from “Hoosier Hills Fresh Food” distribution, the Board of Commissioners will host a diaper drive. A container is available for donations of wipes, pull-ups, and diapers in the Courthouse Rotunda. These supplies will be given to Hoosier Hills for their food distributions on July 14 and August 11.

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

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

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

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

Thursday, July 13, 1pm – 6pm

Friday, July 14, 10am – 3pm

Wednesday, August 23, 1pm – 7pm

Thursday, August 24, 1pm – 7pm

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.

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

TOWNSHIP TRUSTEE	Phone	email
*New Trustee		
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com

Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

12. ADJOURNMENT

11:01 am

The summary minutes of the June 28, 2023, Board of Commissioners' meeting were approved on July 5, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

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, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
JUNE 28, 2023
Nat U. Hill Meeting Room - 3rd 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. Parks Department, Kelli Witmer**
Discussion on the Karst Athletic Complex Improvement Plan
- 2. Commissioners**
Discussion on formation of Climate Resilience Task Force
- 3. Legal Department, Jeff Cockerill**
Ordinance 2023-24; Creating a Capital Improvement Board
- 4. Jennifer Peral, Director of Bloomington Economic Development Corporation (BEDC)**



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/06/23

Formal ☒

Work session ☐

Department Auditor

Title to appear on Agenda: Presentation of County Form No.144 -
Statement of Salaries & Wages Proposed
for Calendar Year 2023

Vendor #

Executive Summary:

County Form No.144 is required to be filed by each Department Head/Elected Official, Board or Commission, whose officers or employees are paid by county funds. This form must be filed with the County Auditor not later than July 2 each year. In turn, the County Auditor must present the County Form No.144 to the Board of Commissioners at the July meeting of the board. The Board of County Commissioners shall review the statements and make their recommendations, for the consideration of the County Council, prior to August 20.

Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

N/A

Presenter: Brianne Gregory

Speaker(s) for Zoom purposes:

Name(s)

Brianne Gregory

Phone Number(s)

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

Attorney who reviewed: Cockerill, Jeff



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Sheriff Reserves building is currently without a data connection back to the County network due to the failure of the Adaptive Security Appliance located on the site. Resulting in Reserve Officers having to come into the Sheriff's Department to complete their duties, rather than at their own headquarters.

This request is to approve the quote provided by Matrix Integrations, to supply, configure, and install one (1) new Cisco ASA5520 to restore data and phone services at the location.

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:



Sales Office
 Rob Wildman
 9093 Technology Dr
 Suite 102
 Fishers, IN 46038
 Ph: (800) 264-1550
 Fax: (812) 481-5060

Corporate Office
 417 Main St.
 Jasper, IN 47546
 Ph: (812) 634-1550

QUOTE

Quote #	Date
AAAQ153587	06/28/23
Terms	Shipping
Net 30	

Quote To:

Monroe County Government
 Att: Greg Crohn
 100 West Kirkwood Avenue
 Bloomington, IN 47404
 Ph: (812) 349-2139

Ship To:

Monroe County Government
 Att: Greg Crohn
 100 West Kirkwood Avenue
 Bloomington, IN 47404
 Ph: (812) 349-2139

Bill To:

Monroe County Government
 Att: Accounts Payable
 501 N Morton Street, Suite 200
 Bloomington, IN 47404
 Ph: (812) 349-2139

Secure, Encrypted Connection (Sherriff's Reserve building to Data Center)

Part #	Description	Qty	Price	Ext. Price
	Install one (1) client provided Cisco ASA5520 in the Sherriff's Reserve building. Connect to existing internet circuit via ethernet hand-off. Create secure, encrypted connection between the Reserve Building and the Monroe County Government data center (existing Cisco ASA's)..			
1	LABOR FR Matrix to obtain ASA in advance; for preconfiguration prior to implementation. MATRIX - PROFESSIONAL SERVICES - FLAT RATE	1	\$2,700.00	\$2,700.00

Accepted by

Date accepted

PO# : _____

SubTotal	\$2,700.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$2,700.00

- All client accepted quotes are subject to credit approval prior to processing the order.
- This quote may not include all applicable taxes, credit card fees, or freight.
- Hardware prices are subject to change based on manufacturer pricing and availability unless stated otherwise.
- Matrix Integration reserves the right to adjust the professional services labor price if this quote is not accepted within 30 days.
- Matrix Integration reserves the right to cancel orders arising from errors, inaccuracies, or omissions.
- Materials will be invoiced as received by the Client and/or Matrix Integration.
- Labor will be progress billed if the project extends beyond 30 days.
- Ask your Account Manager about available financing options.
- To place an order please email the approved quote to rwildman@matrixintegration.com, or fax to (812) 481-5060.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

07/05/23

Formal



Work session



Department

Prosecutor

Title to appear on Agenda:

Request for signature on Adult Protective Services Contract 2023/2025

Vendor #

Executive Summary:

This is a request for signature on a contract (# 73936) to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and Indiana Family and Social Services Administration, Division of Aging. The contract amount is \$551,733.58 covers the two year time period July 1, 2023 - June 30, 2025. The funds will pay for the provision of Adult Protective Services in Monroe, Morgan, and Owen Counties.

Fund Name(s):

Adult Protective Services

Fund Number(s):

9112

Amount(s)

\$551,733.58

Presenter:

Beth Hamlin

Speaker(s) for Zoom purposes:

Name(s)

Beth Hamlin

Phone Number(s)

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

Attorney who reviewed:

Baker, Lee

**CONTRACT BETWEEN THE STATE OF INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION
DIVISION OF AGING, THE MONROE COUNTY PROSECUTING ATTORNEY'S OFFICE AND THE
MONROE BOARD OF COUNTY COMMISSIONERS**

CONTRACT#000000000000000000073936

This Contract (the "**Contract**"), entered into by and between Indiana Family & Social Services Administration Division of Aging (the "**State**" or "**FSSA**" or "**Division of Aging**"), the Monroe County Prosecutor's Office (the "**Prosecuting Attorney**"), and the Board of County Commissioners of Monroe County (the "**Commissioners**") as the fiscal agent for the Prosecuting Attorney. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Prosecuting Attorney.

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

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

2. Consideration.

The FSSA agrees to award **\$551,733.58**, to the Prosecuting Attorney through the Board of County Commissioners, as detailed in the projected budget set forth in **Exhibit C** and attached hereto and incorporated fully herein, for the maintenance or establishment of an APS unit within the Designated Service Area as set forth in the Contract for the state fiscal year beginning **July 1, 2023**. The award to the Prosecuting Attorney is based on claim reimbursements, made on a monthly basis, for permissible goods, expenses, and services related to the delivery of APS as outlined in this Contract. The total remuneration under this Contract shall not exceed **\$551,733.58**.

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

3. **Term.**

This Contract shall be effective for a period of 2 years. It shall commence on **JULY 1, 2023** and shall remain in effect through **JUNE 30, 2025**.

4. **Access to Records.**

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

5. **Assignment; Successors.**

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

6. **Audits.**

The Prosecuting Attorney acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. §§ 5-11-1-1 to 5-11-1-31. and audit guidelines specified by the State.

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

7. **Authority to Bind the Prosecuting Attorney.**

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

8. **Changes in Work.**

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

9. Compliance with Laws.

- A. The Prosecuting Attorney shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State (specifically, FSSA, IDOA, SBA and OAG) and the Prosecuting Attorney to determine whether the provisions of this Contract require formal modification.
- B. Ethics: Deleted; inapplicable.
- C. Back Taxes: Deleted.
- D. Pending Criminal Charges: Deleted.
- E. Delays in Work: Deleted.
- F. The Prosecuting Attorney warrants that the Prosecuting Attorney and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the FSSA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. Registration with Secretary of State: Deleted.
- H. As required by IC § 5-22-3-7:
 - (1) The Prosecuting Attorney and any principals of the Prosecuting Attorney certify that:
 - (A) the Prosecuting Attorney, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC art. 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC ch. 24-5-12 [Telephone Solicitations]; or
 - (iii) IC ch. 24-5-14 [Regulation of Automatic Dialing Machines];
 - in the previous three hundred sixty-five (365) days, even if IC art. 24-4.7 is preempted by federal law; and
 - (B) the Prosecuting Attorney will not violate the terms of IC ch. 24-4.7 for the duration of the Contract, even if IC art. 24-4.7 is preempted by federal law.
 - (2) The Prosecuting Attorney and any principals of the Prosecuting Attorney certify that an affiliate or principal of the Prosecuting Attorney and any agent acting on behalf of the Prosecuting Attorney or on behalf of an affiliate or principal of the Prosecuting Attorney, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC art. 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC art. 24-4.7 for the duration of the Contract, even if IC art.24-4.7 is preempted by federal law.

- I. The Prosecuting Attorney and employees of the Prosecuting Attorney are covered by the Indiana Tort Claims Act (I.C. 34-13-3) for APS functions.

10. Condition of Payment.

All services provided by the Prosecuting Attorney under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, regulations and guidelines. The State shall not be required to pay for work found to be unsatisfactory per the requirements of Exhibit A, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of Information.

The Parties understand and agree that data, materials, and information obtained and disclosed through the execution of this contract or through a criminal prosecution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, Ind. Code § 5-14-3, the Parties covenant that data, material and information gathered, based upon or disclosed by the Parties for the purpose of this Contract, and specifically identified as confidential information, will not be disclosed to or discussed with third parties without the prior written consent of the Parties or as otherwise required in the course of an investigation or the procurement of services for endangered adults. All reports made pursuant to this Contract are subject to the confidentiality provisions set forth in Ind. Code § 12-10-3-15.

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

12. Continuity of Services.

Deleted.

13. Debarment and Suspension.

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

14. Default by State.

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

15. Disputes.

- A. Should any disputes arise with respect to this Contract, the Prosecuting Attorney and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Prosecuting Attorney agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Prosecuting Attorney fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the FSSA or the Prosecuting Attorney as a result of such failure to proceed shall be borne by the Prosecuting Attorney, and the Prosecuting Attorney shall make no claim against the FSSA for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.\
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Prosecuting Attorney of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Prosecuting Attorney to terminate this Contract, and the Prosecuting Attorney may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the FSSA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

16. Drug-Free Workplace Certification.

Deleted; not applicable.

17. Employment Eligibility Verification.

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

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

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

18. Employment Option.

Deleted.

19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20. Funding Cancellation.

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

21. Governing Law.

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

22. HIPAA Compliance.

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

23. Independent Contractor; Workers' Compensation Insurance.

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

24. Indiana Veteran Owned Small Business Enterprise Compliance.

Deleted.

25. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Prosecuting Attorney agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

26. Minority and Women's Business Enterprises Compliance.

Deleted.

27. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Prosecuting Attorney covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Prosecuting Attorney certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Prosecuting Attorney or any subcontractor.

The Prosecuting Attorney understands that the State is a recipient of federal funds, and therefore, where applicable, the Prosecuting Attorney and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672, which are incorporated herein by specific reference.

28. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or First Class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

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

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

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

and

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

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

29. Payments.

- A. Unless otherwise authorized by statute and agreed to in this Contract, all payments shall be made 35 calendar days in arrears in conformance with State fiscal policies and procedures and, as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Commissioners, as fiscal agent, in writing. If advance payment of a portion of the funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Prosecuting Attorney shall provide the FSSA with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state and/or local funds by program budget line items.
- C. Invoices should be submitted each calendar month for any not previously claimed deliverables. All final claims and reports must be submitted to the State within Sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on or before the 30th of every month. If Contract funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Contract funds must be returned to the State.
- D. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the

Prosecuting Attorney and not processed for payment. Failure to comply with the provisions of this Contract may result in the denial of a claim for payment.

30. Renewal Option.

Deleted.

31. Severability.

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

32. Taxes.

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

33. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to FSSA, IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Prosecuting Attorney of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Prosecuting Attorney shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Prosecuting Attorney shall be compensated for services herein provided but in no case shall total payment made to the Prosecuting Attorney exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

34. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Prosecuting Attorney, the State may terminate this Contract in whole or in part if the Prosecuting Attorney fails to:
1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Prosecuting Attorney will be liable to the State for any excess costs for those supplies or services. However, the Prosecuting Attorney shall continue the work not terminated.

- C. The FSSA shall pay the contract price for completed supplies delivered and services accepted. The Prosecuting Attorney and the FSSA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The FSSA may withhold from these amounts any sum the FSSA determines to be necessary to protect the FSSA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State, including but not limited to FSSA, IDOA, SBA and OAG, in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

35. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by or on behalf of the Prosecuting Attorney for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

36. Waiver of Rights.

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

37. Work Standards.

Deleted.

38. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: deleted paragraphs noted in the body of the document.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

Monroe County
Prosecuting Attorney

Indiana Family & Social Services Administration
Division of Aging

By: \s1\

By: \s3\

Title: \t1\ Prosecuting Attorney

Title: \t3\

Date: \d1\

Date: \d3\

Monroe County Board of Commissioners

By: \s2\

Title: \t2\

Date: \d3\

Approved by: Indiana Office of Technology -- N/A By: N/A (for) Tracy Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Approved as to Form and Legality: Office of the Attorney General Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on June 12, 2023 FA 23-14

EXHIBIT A**Duties of the Prosecuting Attorney**

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

A. Purpose.

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

B. Staffing.

1. The Prosecuting Attorney agrees to provide a minimum of one (1) full-time equivalent APS investigator to investigate complaints, reports and referrals of alleged battery, neglect, or exploitation of endangered adults, as those terms are defined in I.C. ch.12-10-3. If the Prosecuting Attorney employs more than one APS investigator, the Prosecuting Attorney shall designate one (1) investigator as the APS unit director responsible for screening of all intake reports, unit administration and supervision of assigned APS staff.
2. The Prosecuting Attorney shall designate at least one point of contact, in writing, within 30 days of signing the contract. If written designation hasn't been received from the Prosecuting Attorney, after 30 days, it will be assumed the APS Director will be the point of contact for the unit. This designation authorizes the point of contact to speak for and make recommendations on behalf of the Prosecuting Attorney on the matters identified above, to participate in collaborative working groups with the FSSA to improve APS policy, processes and technology. At the option of the Prosecuting Attorney, Prosecuting Attorneys or their designated staff members will be copied on APS emails.
3. The Prosecuting Attorney shall ensure that all APS staff are employees of the Prosecuting Attorney's Office.
4. Only APS unit directors, APS investigators, intake specialists, APS case monitors, or deputy prosecuting attorneys performing APS services will be funded by this Agreement.

EXHIBIT A**Duties of the Prosecuting Attorney**

No other type of staff function will be funded by this contract without the express written consent of the Executive Director, Division of Aging.

5. The Prosecuting Attorney shall establish, in writing, the cost allocation for all shared employees.
 - a. A shared employee is one who splits the employee's time between APS duties and other duties within the county prosecutor's office.
 - b. The cost allocation will document the basis for the allocation. The basis is the average hours per week devoted to APS tasks. For example, if an administrative assistant or deputy prosecutor is a full-time employee and is devoting an average of twenty (20) hours per week to APS tasks, 50% of the employee's salary can come from the APS account.
 - c. Proper cost allocation is subject to FSSA audit.
6. To ensure the appropriate licenses are maintained for the Case Management system, the Prosecuting Attorney or their designee shall, within 5 days, report all APS staff changes to the APS Mailbox. Staff change reports shall include but not be limited to name, email address and any phone numbers associated with the employee.

C. Duties.

1. The Prosecuting Attorney will perform, in good faith, the duties under IC §12-10- 3-8 and 455 IAC 1-2-5.
2. The Prosecuting Attorney, in compliance with IC §12-10-3-7(b), will abide by the notification provisions provided in IC §12-10-3-21(4) and IC §12-10-3-28(b)(5) pertaining to a petition for an emergency protective order for an alleged endangered adult or a petition to require an alleged endangered adult to receive protective services.
3. The Prosecuting Attorney will comply with all statements, assurances and provisions set forth in any request for proposal, plan, budget, or other documents submitted and approved by the State for the purposes of obtaining funding under this Agreement.
4. The Prosecuting Attorney shall require all investigators to carry photo identification with the county prosecutor's signature for the purpose of public identification with the Adult Protective Services program. Identification cards are available upon request from the Indiana Prosecuting Attorneys Council.
5. The APS staff will participate in training held by the State APS Program. The FSSA shall provide notification of any planned training to APS staff as far in advance as possible, with a minimum of forty five (45) days prior to the training. The FSSA shall make recordings of all trainings available to APS staff who are unable to attend the scheduled training so that they may review the training at a separate time.
6. The Prosecuting Attorney shall ensure that all APS staff utilize the FSSA/APS approved Case Management System (CMS) and that all intake reports received by the unit are entered into the CMS the day of receiving the report or by the next working day.
7. The Prosecuting Attorney shall ensure that data entry, relative to investigations and intake reports, concerning battery, neglect, and exploitation, are entered into the FSSA's prescribed computer software management system in accordance with prescribed

EXHIBIT A

Duties of the Prosecuting Attorney

guidelines and entered within 36 hours after determining whether the status of the case is substantiated or unsubstantiated.

8. The Prosecuting Attorney shall submit to an audit as requested by FSSA of funds paid through this Contract, and shall make all books, accounting records and other documents, excluding confidential criminal investigation/justice information, available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the FSSA or its authorized designee. Copies shall be furnished to the FSSA at no cost. All case files shall remain confidential and within the prosecutor's office.

D. Emergency Services and Housing.

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

E. Information Technology and Communications.

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

F. Program Monitoring by the State.

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

EXHIBIT B**Duties of the Indiana Family & Social Services Administration, Division of Aging ("FSSA")**

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

A. Purpose.

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

B. Duties.

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

EXHIBIT B

Duties of the Indiana Family & Social Services Administration, Division of Aging ("FSSA")

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

EXHIBIT C**Budget****MONROE COUNTY PROSECUTOR**

Item Description	Start Date	End Date	Unit of Measure	Total
SFY 24 Adult Protective Services*	7/1/2023	6/30/2024	Actual Cost	\$ 262,374.10
SFY 24 Emergency Services & Housing	7/1/2023	6/30/2024	Actual Cost	\$ 13,492.69
SFY 25 Adult Protective Services**	7/1/2024	6/30/2025	Actual Cost	\$ 262,374.10
SFY 25 Emergency Services & Housing	7/1/2024	6/30/2025	Actual Cost	\$ 13,492.69
Total				551,733.58

* Maximum allowable total for SFY 24 Adult Protective Services

** Maximum allowable total for SFY 25 Adult Protective Services

EXHIBIT D
APS UNIT'S COUNTIES OF SERVICE FY 2024

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/05/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: B & H Electric Service Agreement

Vendor # 23832

Executive Summary:

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire B & H Electric to perform small motor repairs. The service agreement expires on 11-01-25.

Fund Name(s):

County General
Non-reverting
Non-reverting

Fund Number(s):

1000
1178
1179

Amount(s)

Repair Not to
Exceed
\$2,000

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

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

Attorney who reviewed: Molly Turner-King

Agreement for Services

This Agreement is made between **B&H Electric** ("Contractor") and the Monroe County Parks and Recreation Board and Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform repairs to equipment owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. Hourly rates are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractor agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
2. **Price.** The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Two Thousand Dollars (**\$2,000.00**), without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on **November 1, 2025**. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, injuries or damages to person(s) or property related to performance pursuant to this Agreement and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

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 Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
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, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.


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

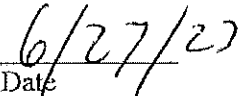
8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. 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 or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and

contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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


B&H Electric, Inc Representative


Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

EXHIBIT

A

B &H Electric Rate sheet

STRAIGHT TIME RATES:

MOTOR SHOP \$65 HOUR

MACHINE SHOP \$75 HOUR

OVERTIME RATES:

MOTOR SHOP \$95 HOUR

MACHINE SHOP \$110 HOUR

Andrew Taskey 6/27/23

Andrew T. Taskey

Manager



B&H Electric and Supply Bloomington

4719 W. Vernal Pk.

Bloomington, In 47404

812-333-7303 etc

812-333-7321 fax



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 5th day of July, 2023, 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. This Contract replaces the contract approved by Commissioner’s on March 1, 2023
2. **Term.** This contract begins on July 5, 2023 and will remain in effect until the earlier of 1) December 31st, 2023 2) the costs of the project reach 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 \$25,000. The parties may increase the not to exceed amount to a certain amount only if approved, in writing by both the Contactor and the Board of Commissioners.
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. **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.
6. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, 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.

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

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



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This item creates a Capital Improvement Board (CIB). The CIB, as drafted, would be responsible for leading the Convention Center expansion project including selecting the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage.

The project will also require additional agreements, including and interlocal cooperation agreement with the City of Bloomington.

Fund Name(s):

NA

Fund Number(s):

NA

Amount(s)

NA

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:

ORDINANCE 2023-24

AN ORDINANCE OF THE MONROE COUNTY BOARD OF COMMISSIONERS CREATING A CAPITAL IMPROVEMENT BOARD TO DIRECT CONVENTION CENTER SITE SELECTION, DESIGN, CONSTRUCTION, AND OPERATIONS

WHEREAS, Monroe County Government established, maintained, and has operated the Monroe Convention Center (“Convention Center”) for more than thirty years, using Innkeeper’s Tax Funds provided for by Indiana Code 6-9-4 et seq. and appropriated by the Monroe County Council (“County Council”); and,

WHEREAS, the Monroe County Board of Commissioners (“Commissioners”) have purchased real property, funded through bonds and appropriations approved by the County Council, for the expansion of the Convention Center; and,

WHEREAS, the Indiana General Assembly enabled the County Council to enact a County Food and Beverage Tax in 2009, with the passage of P.L. 176-2009, SEC. 21; and,

WHEREAS, the County Council, relying upon assurances of collaboration and partnership issued by the City of Bloomington Common Council and Mayor of Bloomington, the County Council adopted Ordinance 2017-51, which authorized the Monroe County Food and Beverage Tax (“Tax”); and,

WHEREAS, local enabling Ordinance 2017-51 confirmed and affirmed the state-law provisions providing for a Food and Beverage Advisory Commission (“Commission”) to “*coordinate and assist efforts of the County and City of Bloomington fiscal bodies*” and requiring legislative action to seek and receive the Commission’s recommendations of all expenditures prior to the legislative approval of any expenditures of Tax proceeds; and,

WHEREAS, the Commissioners wish to follow state law procedures and those procedures which are required by Ordinance 2017-51, including reliance upon Commission to coordinate and assist the City and the County Council regarding the utilization of Tax receipts and requiring legislative oversight and action, which may not be contradicted or delegated under the guise of Indiana’s Home Rule authority; and,

WHEREAS, the Commissioners, County Council, City, and Mayor (“Elected Officials”) met on at least three occasions in 2019 in order to resolve issues regarding construction and future operation and management of the Convention Center; and,

WHEREAS, the discussions were delayed due to the COVID-19 pandemic; and,

WHEREAS, in 2022, the City of Bloomington expressed a wish to move forward with the project and expressed urgency due to the possibility of state legislation which would rescind the local Food and Beverage Tax; and,

WHEREAS, the City’s offer did not reflect the status of the negotiations from 2019 with the Commissioners; and,

WHEREAS, the Commissioners wish to move forward with the 2019 structure, which included a CIB, however, there is a concern that the City does not; and,

WHEREAS, a Capital Improvement Board (“CIB”), discussed by the Elected Officials and authorized pursuant to Indiana Code 36-10-8 et seq., is a natural option to direct Convention Center site selection, design, construction, and operations, as it is a governmental entity created for this very purpose, protected by the Tort Claims Act, and completely transparent and publicly accountable; and,

WHEREAS, the Commissioners do not support the creation of an independent 501c3 corporation, due to the lack of legally-required transparency, the lack of Tort Claim liability protection, and the inherent risks that are associated with the “flexibility” provided to a 501c3; and,

WHEREAS, the Commissioners wish to see the Convention Center expansion and its ongoing operations advance and be directed by a bipartisan, neutral CIB, which is composed of appointments made by the City and County, who are empowered under state law and Ordinance 2017-51; and,

WHEREAS, the Commissioners look forward to working with their City colleagues to expeditiously move forward making appointments to a CIB so that the Convention Center expansion may proceed, and the process no longer stalled.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA.

Section 1. A Capital Improvement Board ("CIB") is hereby created, pursuant to Indiana Code 36-10-8 et seq. to manage and direct the affairs of the Monroe County Convention Center ("Convention Center") and its expansion.

Section 2. The CIB shall be composed of seven (7) members, consistent with IC 36-10-8-4. The units of government which shall make appointments to the CIB are Monroe County and the City of Bloomington. Specifically, Monroe County ("County") shall appoint three (3) members and the City of Bloomington ("City") shall appoint three (3) members. Those six (6) members appointed shall appoint the seventh appointment, such appointment must comply with IC 36-10-8-4 (b). The Mayor shall appoint two members to the CIB, the appointments must not be from the same political party. The City Council shall appoint one member to the CIB. The County Commissioners shall appoint two members to the CIB, the appointments must not be from the same political party. The County Council shall appoint one member to the CIB. To create staggered appointments, the first round of appointments made by the Mayor and the County Commissioners will expire ending on January 15, 2024. All other and subsequent appointments will be two-year appointments to the CIB.

Section 3. The CIB shall have all authority permitted by law, however, the CIB shall not be allowed to employ or have appointed to the Board of Directors any Monroe County or City of Bloomington elected officials, employees, or board members who oversee any potential local governmental funding stream, such as Redevelopment funds, Innkeepers tax, or Food and Beverage Tax. It is the intent of the Commissioners, with this limiting provision, to avoid conflicts of interest and to ensure independent and fair decision-making by the CIB.

Section 4. The CIB shall select the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage.

Section 5. In accordance with Section 3 and 4, this ordinance is subject to both the City of Bloomington and the Monroe County Officials to perform statutory functions. The Commissioners vow to work with their colleagues at the City to transfer the necessary real property for the actual expansion, execute all agreements, and take any/all steps necessary in order to allow the CIB to fulfill the statutory duties contained in Indiana Code 36-10-8 et seq., including the financing, construction, equipping, operating, and maintaining of the capital improvements that are and will be a part of the Monroe County Convention Center. The building and parking lot currently utilized for County Election Operations will not be made available until the conclusion of the November General Election in 2024.

Section 6. This Ordinance takes effect upon passage by the Commissioners.

Approved this 5th day of July 2023, by the Board of Commissioners of Monroe County, Indiana.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor

"NAYS"

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Member



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

This agreement provides the Bloomington Economic Development Commission to provide services to the County. The County Council appropriated \$30,000 for this purpose. The BEDC works was discussed at the Commissioners work session on June 28th.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

AGREEMENT
between
MONROE COUNTY
and the
BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

This agreement is entered into this ____ day of _____ 2023, by and between Monroe County Government (“County” or “Monroe County”) and the Bloomington Economic Development Corporation (“BEDC”).

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution by all parties and continue through 12/31/2023 unless terminated prior to that date pursuant to Section 8 or extended pursuant to Section 11 herein.

2. Funding. The County agrees to provide the BEDC \$30,000 per annum toward items listed in Section 3 and pursuant to the terms listed herein. The County’s funding contribution is subject to the appropriation and availability of funds. If funds for the County’s contribution are not forthcoming or are insufficient, through the failure of any entity—including the County—then the County shall have the right to terminate its contribution without penalty. Payment shall be made semiannually with the first occurring after July 1, and the second before December 31st. The BEDC shall submit an invoice for each payment.

3. Activities to be Performed by BEDC. The BEDC agrees to use the funds granted toward operational costs associated with the following:
 - a. **Business retention and expansion (BRE) and business attraction:**
The BEDC will undertake the following activities related to BRE and business attraction during the period of effectiveness of this MOU:
 1. **Property inventory:** Conduct and maintain an inventory of available property for projects across Monroe County, emphasizing properties that

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

2. **Streamline process for projects:** Continue work with local County government representatives and partners across Monroe County to streamline the process for business attraction, retention, and expansion projects while protecting vital environmental assets and encouraging uses that are compatible with the County's comprehensive land use plan and other development ordinances.
 3. **BRE:** Continue to develop a regular approach to business retention and expansion outreach.
 4. **Attraction plan:** Begin to develop business attraction efforts, in parallel to and informed by the Economic Vitality Project that the BEDC will be continued in 2023, as time and budget allow.
- b. **Monroe County Airport.** Support the Monroe County Airport with the County and local partners for business attraction, retention, and expansion opportunities.
- c. **Technology-Focused Employment** Support the local ecosystem for technology-focused business and employment. In 2023, the BEDC team will:
1. Continue management of the online Bloomington Technology Partnership (BTP) portal (bloomingtontech.com).
 2. Conduct ongoing activities, which include:
 1. Maintaining the BTP job board
 2. Continuing to promote local tech and startup events and resources through regular BEDC communications
 3. Promoting Monroe County as a place for remote technology work
 4. Supporting the Trades District Technology Center, which will serve Monroe County and the region by providing resources and space to growing tech companies
 3. Continue to assess the needs of local technology-focused employers to determine if and how activities need to be adjusted.
- d. **Bloomington Life Sciences Partnership (BLSP).** Support the local life sciences employment ecosystem, which is particularly strong in the Monroe County westside employment area. In 2023, the BEDC team will continue to assess the needs of local life sciences-focused employers to determine how best to proceed with BLSP.

- e. **Entrepreneurship Support.** Foster an entrepreneurial ecosystem to support the creation of quality innovation business by continuing to share entrepreneurship resources through BEDC communications.
4. Acknowledgement of County Support. Recognizing and acknowledging the County's membership in and support of the BEDC orally in formal meetings of the BEDC's membership and on print and web promotional materials through the following statement: The BEDC is a not-for-profit corporation dedicated to the retention, development, and attraction of quality jobs in Monroe County. The BEDC is funded through memberships from private industry, Monroe County, the City of Bloomington, Town of Ellettsville, Indiana University, and Ivy Tech Community College-Bloomington. Grant support is provided by the City of Bloomington and Monroe County.
5. Participation in BEDC Executive Committee. Provide two ex officio appointments to the BEDC Executive Committee, one by the Monroe County Board of Commissioners and one by the Monroe County Council.
6. Deliverables. Prior to January 31, 2024, the BEDC will provide to the County a report regarding the status and accomplishments in each of the items listed in Section 3.
7. Supervision and Independent Contractor Status. The status of BEDC employees providing services pursuant to this Agreement as employees of the BEDC shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by their BEDC supervisors. During the entire term of this Agreement, the BEDC shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the County. The BEDC shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state or local taxes required to be withheld from employees or payable on behalf of employees.
8. Indemnity. BEDC shall indemnify and hold harmless the County against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by its officers, directors, agents, employees, successors and assigns, in the performance of this Agreement. The BEDC's indemnification of the County hereunder shall be limited to the amount of funds provided by the County to BEDC under this Agreement.
9. Records. Each party shall retain all records related to this Agreement for a period of at least three years for the termination of this Agreement. Each party shall permit the other access to all records relating to this Agreement at all reasonable times for review and audit purposes.
10. Termination of Agreement. This agreement may be terminated in whole or in part by either party at any time for any reason by sending the other party written notice via

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

11. Nondiscrimination/Harassment. As part of this Agreement, BEDC shall comply with County Human Rights Ordinance and all other federal, state and local laws and regulations regarding non-discrimination in all regards, including but not limited to employment practices. In addition, if BEDC believes they or any individual have been subjected to, witnessed, or been made aware of harassment shall promptly report the harassment to the Human Resources Department, or the Monroe County Legal Department and complete a Harassment Complaint Form. The best time to register a complaint is immediately after the act occurs. The completed Harassment Complaint Form shall be turned into the appropriate elected official, department head, the Human Resources Department, or the Monroe County Legal Department.

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

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

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

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

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

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

16. Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation,

ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect.

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

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

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

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

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

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

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

MONROE COUNTY

BY:

_____, County Commissioner

Date: _____

BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

BY:

Jennifer Pearl, President

Date: _____

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

Signature _____

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Notary Public

Printed name _____

My Commission Expires: _____

County of Residence: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

On May 3, 2023, the Commissioners approved a Collaboration Agreement between Monroe County Government and the Trustees of Indiana University on behalf of the Environmental Resilience Institute. Per this Collaboration Agreement, a McKinney Fellow would be hosted by Monroe County, and the McKinney Fellow would assist with the development of a community-wide climate resilience plan.

This resolution establishes a Blue Ribbon Commission to further the development of the Climate Resilience Plan in cooperation with the McKinney Fellow.

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:

**AN RESOLUTION OF THE MONROE COUNTY BOARD OF COMMISSIONERS
CREATING CLIMATE RESILIENCY BLUE RIBBON COMMISSION**

WHEREAS, On May 3, 2023, the Commissioners approved a Collaboration Agreement between Monroe County Government and the Trustees of Indiana University on behalf of the Environmental Resilience Institute; and,

WHEREAS, Per this Collaboration Agreement, a McKinney Fellow would be hosted by Monroe County, and the McKinney Fellow would assist with the development of a community-wide climate resilience plan; and,

WHEREAS, To further the development of climate resilience plan, a Blue Ribbon Commission needs to be formed; and,

WHEREAS, In referencing the guide entitled "Climate Ready Communities: A Practical Guide to Building Climate Resilience" which was provided by the Resilience Institute and attached to this resolution as Exhibit A; and,

WHEREAS, The Monroe County Board of Commissioners, understanding the importance of climate resilience plan, find it in the best interest of the County to form a Blue Ribbon Commission to assist in the development such a plan.

**NOW, THEREFORE, BE IT RESOVLED BY THE BOARD OF COMMISSIONERS OF MONROE COUNTY,
INDIANA.**

Section 1. The Monroe County Climate Resiliency Blue Ribbon Commission ("CRBRC") is hereby created, to assist with the development of a community-wide climate resilience plan.

Section 2. The CRBRC shall be composed of nine (9) members. Members shall be appointed by the Monroe County Commissioners, with special attention given to the criteria found in "Exhibit A." Members shall serve at the pleasure of the Commissioners.

Section 3. The CRBRC shall perform duties as referenced in "Exhibit A." These duties may include but are not limited to the following tasks:

1. The CRBRC will assist in securing information and/or historical data regarding climate change projections for Monroe County.
2. The CRBRC will assist with tasks relating to the vulnerability assessment workshop to determine what changing climate conditions mean for Monroe County based on our economy, population, landscape, and existing challenges Monroe County may face in cooperation with the McKinney Resilience Cohort Fellow.
3. The CRBRC will assist with tasks relating to community listening sessions to gather information to assist with developing the vulnerability assessment and to help prioritize our community's climate vulnerabilities in cooperation with the McKinney Resilience Cohort Fellow.
4. The CRBRC will assist with tasks relating to strategy workshop to focus on developing strategies to address the vulnerabilities identified by the vulnerability assessment including public engagement sessions to share results and gather feedback.
5. The CRBRC will assist with the completion of a Climate Resilience Plan including changing climate projections for Monroe County, results of the vulnerability

assessment and strategies identified for each vulnerability highlighted within the assessment. The plan should include an implementation plan, timelines, and metrics for each strategy as well as for the plan as a whole. This information may be provided to an implementation team at a later date.

- Section 4. The CRBRC shall expire when the resiliency plan is completed, or two years from the approval of this resolution, whichever occurs first.
- Section 5. The CRBRC shall be chaired by the Indiana University McKinney fellow, NAME, until such time as his services are no longer available under the contract with Indiana University.
- Section 6. Except as it is inconsistent with this Resolution, the CRBRC shall comply with Monroe County Code 216.
- Section 7. This Resolution takes effect upon passage.

Approved this _____ day of _____, 2023, by the Board of Commissioners of Monroe County, Indiana.

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 Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda: Vendor #

Executive Summary:

Two sealed bids were received and opened on June 29, 2023 at 10:00 am. One bid was from Milestone Contractors and the other bid was received from E&B Paving, LLC. The lowest and most responsive and responsible bidder was E&B Paving. Therefore, we would like to award the project to E&B Paving.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Bicentennial Pathway Construction"/>	<input type="text" value="8950"/>	<input type="text" value="\$277,560.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 06/29/2023

1. Governmental Unit (Owner): Monroe County Board of Commissioners

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Old 37 North, Milling, Full Depth Patching and Resurfacing

(Governmental Unit) in accordance with plans and specifications prepared by Monroe County Board of Commissioners

_____ and dated 06/29/23 for the sum of

Two hundred seventy seven thousand five hundred sixty dollars and no cents \$ 277,560.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Monroe County Board of Commissioners

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 06/29/2023

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 29 day of June, 2023

E & B Paving, LLC

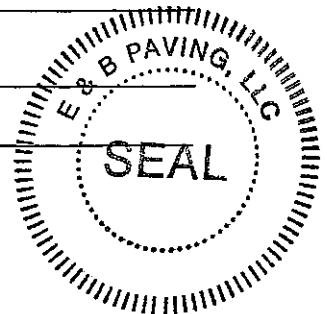
(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF MONROE) ss

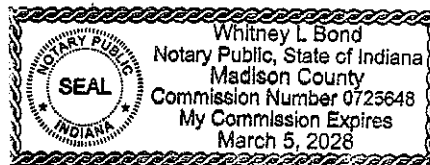
Before me, a Notary Public, personally appeared the above-named Garrett Gough and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 29 day of June, 2023.

Whitney L. Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Monroe County Board of Commissioners

Filed 06/26, 2023

Action taken _____

PROJECT: **Old SR 37 North, Milling, Full Depth Patching and Resurfacing,
Monroe County, Indiana**

FROM: E & B Paving, LLC (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned CONTRACTOR proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to perform and furnish all WORK as specified and indicated in the Contract Documents for the Contract Unit Price and within the Contract Time agreed to by the OWNER.
2. In submitting this BID, CONTRACTOR represents that:
 - a. CONTRACTOR has examined the Bid Documents.
 - b. The undersigned CONTRACTOR offers to do all of the items of WORK for the respective unit prices stated. The CONTRACTOR has based the BID for unit prices on the OWNER'S estimated quantities that will be necessary to complete the WORK.
 - c. CONTRACTOR, upon acceptance of this BID, will provide the OWNER a Certificate of Insurance with the Monroe County Board of Commissioners named as Additional Insured.
 - d. CONTRACTOR, upon acceptance of this BID, will provide the OWNER Performance and Payment Bonds.
3. Paving Program Descriptions:

See Itemized List below for pay item information.
4. Advertising: Schedule of road closings shall be coordinated through the Monroe County Highway Department, 812-803-6810.
5. INDOT Standards: All work shall be performed in accordance with published standards established by the Indiana Department of Transportation.

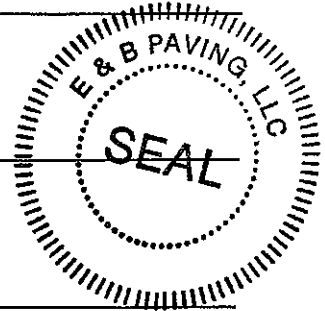
SUBMITTED on June 29, 2023.

E & B Paving, LLC

Contractor Name

Garrett Gough

Signature of Authorized Representative



Division Manager

Title

2520 W Industrial Park Dr 812-334-7940 Garrett.gough@ebpaving.com

Business Address

Telephone Number

E-Mail Address

Bloomington, IN 47404

CONTRACTOR will complete the WORK for the following prices and unit quantities. Quantities will be adjusted for actual quantities of materials used or work performed unless otherwise noted in the Pay Item Descriptions.

BASE BID

Old SR 37 North, City Limits to Old Meyers Road, 1.93 Miles

Item No.	Description	Unit	Quantity	Unit Price	Subtotal Cost
1	Mobilization/Demobilization	LSUM	1	9,500.00	9,500.00
2	Maintenance of Traffic	LSUM	1	10,592.50	10,592.50
3	Milling, Asphalt, 1.5"	SYD	12,450	2.20	27,390.00
4	Compacted Aggregate No. 53 for Shoulder	Ton	165	54.00	8,910.00
5	Tack Coat	Ton	6.0	640.00	3,840.00
6	1.5" HMA Surface, Type B, 9.5 mm	Ton	1,325	83.50	110,637.50
7	Full Depth Patching, HMA Base, Type B, 25 mm	Ton	705	130.00	91,650.00
8	Joint Adhesive, Surface	LFT	13,200	0.20	2,640.00
9	Liquid Asphalt Sealant	LFT	13,200	0.10	1,320.00
10	Pavement Marking, Paint, Yellow, 4"	LFT	20,340	0.25	5,085.00
11	Pavement Marking, Paint, White, 4"	LFT	20,340	0.25	5,085.00
12	Pavement Marking, Paint, Dotted White, 4"	LFT	2,275	0.40	910.00

TOTAL BASE BID ITEMS 1 THROUGH 12 INCLUSIVE

Written: Two hundred seventy seven thousand five hundred sixty dollars

Numerical: \$ 277,560.00

END OF SECTION

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

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

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

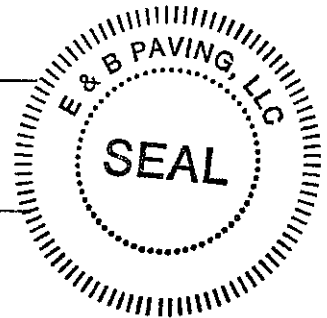
Dated at Bloomington IN this 29 day of June, 2023.

E & B Paving, LLC
(Name of Organization)

By

Barrett Dough

Division Manager
(Title of Person Signing)



3523177

OLD SR 37 NORTH MILLING PATCHING AND RES

Garret Gough

6/27/2023 1:25 PM

E&B PAVING BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION AND DEMOBILIZATION	1.000	LS	9,500.00	9,500.00
20	MAINTENANCE OF TRAFFIC	1.000	LS	10,592.50	10,592.50
30	MILLING ASPHALT 1.5"	12,450.000	SYS	2.20	27,390.00
40	COMP AGG NO 53 FOR SHOULDER	165.000	TON	54.00	8,910.00
50	TACK COAT	6.000	TON	640.00	3,840.00
60	1.5" HMA SURFACE TYPE B 9.5MM	1,325.000	TON	83.50	110,637.50
70	FULL DEPTH PATCHING HMA BASE TYPE B 25MM	705.000	TON	130.00	91,650.00
80	JOINT ADHESIVE SURFACE	13,200.000	LFT	0.20	2,640.00
90	LIQUID ASPHALT SEALANT	13,200.000	LFT	0.10	1,320.00
100	PAVEMENT MARKING PAINT YELLOW 4"	20,340.000	LFT	0.25	5,085.00
110	PAVEMENT MARKING PAINT WHITE 4"	20,340.000	LFT	0.25	5,085.00
120	PAVEMENT MARKING PAINT DOTTED WHITE 4"	2,275.000	LFT	0.40	910.00
Bid Total					\$277,560.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The supplemental agreement is to cover the cost of the Bidding Phase and Construction Phase (any design changes needed during construction due to unforeseen conditions) for the project. All the existing funds for design have been exhausted for such changes in the Sound Wall, permits and bid clearing plans).

During the ROW phase, all funds were not used that were allocated to this phase of the project. We saved \$16,860.00 on that portion of the contract.

The supplemental will be sent to INDOT after approval to request the 80% match for this extra expense.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

Pass Through Entity: Des #1802977

Request completed by: Lisa Ridge

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

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

Amendment No. 2

This Amendment, made and entered into this _____ day of _____, 20____, by and between Monroe County, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT).

WHEREAS, on March 27, 2019 LPA entered into a contract with the CONSULTANT for Fullerton Pike, Phase III – Road Construction and Reconstruction from Rockport Road to Rogers Street and New Bridge Construction of Fullerton Pike over Unnamed Tributary to Clear Creek in Monroe County, DES No. 1802977, and on January 27, 2021 entered into Amendment No. 1; and

WHEREAS, the LPA desires the incorporation of landscaping design and plans into the roundabout intersection at Clear View Drive, including irrigation design; and

WHEREAS, the LPA requested three additional trips to complete right-of-way staking for the project as part of the utility coordination process and as part of the locally-bid clearing contract; and

WHEREAS, the project now requires design services for the application of a Conditional Letter of Map Revision (CLOMR) permit from the Federal Emergency Management Agency (FEMA) for the installation of the new bridge construction over the UNT of Clear Creek; and

WHEREAS, the project now requires design services for the application of a Floodplain Development permit from the Monroe County Floodplain Administrator for the installation of the new bridge construction over the UNT of Clear Creek; and

WHEREAS, an additional submission of Final Tracings documents is required due to the change in bid letting from July 2023 to November 2023, including plans and document revisions to reflect a change to the 2024 INDOT Standard Specifications and request for revisions from the LPA; and

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and has requested the additional services be performed by the CONSULTANT.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. *Appendix A, Section C, Item 1, Sub-Item c.ii is added, to read as follows:*

1. The CONSULTANT shall prepare landscaping design and plans for the roundabout intersection at Gordon Pike and Clear View Drive / Bachelor School Entrance. The landscaping design shall incorporate plantings and quarry stone, and an irrigation design shall be incorporated for the plantings.

2. *Appendix A, Section D, Item 2, Sub-Item b is revised, to read as follows:*

- ~~b. It is unknown if the West Fork of Clear Creek is considered to be a regulated county drain or if any additional permitting will be required. Therefore, a fee for this work is not included with this proposal. If during project development it is determined additional permits are necessary, the work required to complete these~~

~~permits will be considered out of scope and additional or supplemental services will be required.~~

- b. **The West Fork of Clear Creek requires the application of a Conditional Letter of Map Revision (CLOMR) to the Federal Emergency Management Agency (FEMA). The CONSULTANT will provide design services for the application of the CLOMR, adhering to FEMA's requirements for such applications including the required hydrologic and hydraulic modeling, Revised Flood Insurance Rate Map, and MT-2 application forms No. 1, 2, and 3.**

- i. **It is assumed that previously coordinated Section 7 of the project's National Environmental Policy Act (NEPA) document will suffice for the required Endangered Species Act (ESA) adherence required for this permit, such that no further ESA coordination is necessary. Should further coordination be required, the work required to complete this coordination will be considered out of scope and additional or supplemental services will be required.**
- ii. **The cost of the application fee is not included in the scope of services for this CLOMR permit. The LPA will be responsible for the \$6,500 application fee to FEMA required for the CLOMR permit. The application fee will be paid directly by the LPA, or the CONSULTANT shall be reimbursed by the LPA for payment of this application fee to FEMA.**
- iii. **The application of the as-built post construction conditions to FEMA for the coordination of the official Letter of Map Revision (LOMR) are not included in the scope of services. If the LPA requests these additional services at a later date, additional or supplemental services will be required.**

3. *Appendix A, Section D, Item 2, Sub-Item c is added, to read as follows:*

- c. The CONSULTANT shall provide design services for the application of a Floodplain Development Permit to the Monroe County Floodplain Administrator in accordance with Section 808 of the Monroe County Zoning Ordinance. This includes the design of a temporary hydraulic storage basin capable of offsetting proposed fill volumes within the floodplain area.
 - i. This storage basin is assumed to be located within the proposed Right-of-way of the Fullerton Pike Phase III corridor.

4. *Appendix A, Section F, Item 7, Sub-Item a. is added, to read as follows:*

- a. The CONSULTANT will provide up to three additional stakings of the proposed right-of-way for each parcel.

5. *Appendix D, Section A, Item 1 (Amount of Payment) is revised to read as follows:*

1. CONSULTANT's total compensation under the Contract, Amendment No. 1, and Amendment No. 2 is revised from \$1,241,805 to **\$1,287,905**, an increase of \$46,100.

6. Appendix D, Section A, Item 2 is revised, to read as follows:

2. The CONSULTANT shall be compensated on an hourly basis for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification, for a total not-to-exceed fee of ~~\$1,098,800~~ **\$1,144,900**. A man-hour justification for each fee element is included with this Contract.

Labor Classification	Allowable Hourly Rates Per Year		
	7/1/22 thru 6/30/23	7/1/23 thru 6/30/24	7/1/24 thru 6/30/25
Principal	250.63	260.66	271.09
Project Manager	233.13	242.46	252.16
Senior Engineer	176.89	183.97	191.33
Project Engineer	145.52	151.34	157.39
Senior Planner	144.32	150.09	156.09
Project Planner	125.73	130.76	135.99
Senior Environmental Specialist	197.04	204.92	213.12
Environmental Specialist	146.17	152.02	158.10
Landscape Architect	85.29	88.70	92.25
Staff Engineer	103.97	108.13	112.46
Staff Planner	76.54	79.60	82.78
Staff Surveyor	107.52	111.82	116.29
Staff Scientist	84.09	87.45	90.95
Senior Technician	134.69	140.08	145.68
Technician	86.39	89.85	93.44
Researcher	109.43	113.81	118.36
Registered Land Surveyor	144.58	150.36	156.37
Survey Crew Chief	100.19	104.20	108.37
Survey Crew Member	68.24	70.97	73.81
Resident Project Representative	134.46	139.84	145.43
Construction Inspector	100.65	104.68	108.87
Interns and Co-ops	59.94	62.34	64.83

- a. Supplemental Topographic Field Survey ~~\$37,300~~ **\$44,800**
 - i. Includes Supplemental Right-of-Way Staking
- c. Roadway Design Services
 - i. Roadway Design & Plan Development ~~\$451,500~~ **\$479,800**
 - a. Includes Landscape & Irrigation Design
- d. Bridge Design Services
 - iii. Hydraulic Analysis & IDNR Permit ~~\$26,000~~ **\$36,300**
(UNT Clear Creek)
 - a. Includes CLOMR & Co Floodplain Permits

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

CONSULTANT:
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY:
Monroe County Board of
Commissioners

Approved
BY: DocuSigned by:
Cash E. Canfield

F19A20CCE23A44D
Cash Canfield, Chief Operating Officer

Approved
BY: _____
Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

AMERICAN STRUCTUREPOINT, INC.
Fullerton Pike RW Staking (Bloomington, Indiana)
MANHOUR JUSTIFICATION

June 22, 2023

DESCRIPTION: Additional ROW Staking per LPA Request

Note: Three Additional Trips Conducted from Oct 2022 to April 2023

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Registered Land Surveyor	Survey Crew Chief	Survey Crew Member	Property Researcher	Senior Technician	
Survey						
Right of Way Staking and Travel		9	9			
Recover Control		1	1			
Coordination & Scheduling	0.5					
Computations						
Right of Way Line Computations	4					
TOTAL HOURS	4.5	10	10	0	0	
HOURLY RATE	\$ 133.69	\$ 92.64	\$ 92.64	\$ 91.16	\$ 123.06	
SUB TOTAL	\$ 601.61	\$ 926.40	\$ 926.40	\$ -	\$ -	\$ 2,454.41
DIRECT COST						\$ 58.80
FEE PER TRIP						\$ 2,513.21
NUMBER OF TRIPS						3
TOTAL FEE						\$ 7,539.62

Direct Costs	
Mileage 1 trips x 120 miles x 0.49/mile =	\$ 58.80
Lodging (N/A)	
Per Diem (N/A)	
	\$ 58.80

AMERICAN STRUCTUREPOINT, INC.**Road Design - Manhour Justification****Project: Fullerton Pike Phase III - Road Design****Description: Road Design & Plans**

6/20/2023

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Final Package / Tracings 100%						
Plan Revisions per P.Satterly Comments	0	2	4	8	12	
Adjust Special Provisions for Revised RSP Menu	2	4	0	0	0	
Adjust Quantities for Revised RSPs, Plans	0	2	4	0	0	
Adjust Cost Estimate for Revised Quantities	0	2	2	0	0	
Contract Preparation Document - Adjust Timesets	4	4	0	0	0	
Submittal Packet for Final Package	4	4	4	2	4	
Coordinate with INDOT Project Manager	4	4	0	0	0	
Submit Final Tracings	0	2	2	0	2	
Subtotal	14	24	16	10	18	82
TOTAL HOURS	14	24	16	10	18	82
WEIGHTED HOURLY RATE	\$233.13	\$176.89	\$145.52	\$103.97	\$134.69	
DIRECT SALARY COST	\$3,263.82	\$4,245.36	\$2,328.32	\$1,039.70	\$2,424.42	\$13,301.62
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$13,301.62

ROUNDED TOTAL FEE **\$13,300.00**

	Unit Cost	Quantity	Cost
Mileage	\$0.490	0	\$0.00
Parking	\$1.00	0	\$0.00
Meals	\$41.00	0	\$0.00
Lodging	\$96.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

Fullerton Pike Phase III

American Structurepoint Manhour Justification

DESCRIPTION: Landscaping Design & Plans

CLIENT: Monroe County

Revised on:

June 20, 2023

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Principal	Project Manager	Project Planner	Staff Planner	Senior Technician	
Gordon Pike & Clear View Dr./ Batchelor School						
Landscape Plans (plantings and hardscape)	1	4	10	18	20	
Up-Lighting Plans		2	4	4	2	
Landscape Details & Provisions		2	8	2	4	
Quantities & Cost Estimating		2	4	4		
Design Revisions per LPA Comments		1	6	8	8	
TOTAL HOURS	1	11	32	36	34	114
AVERAGE HOURLY RATE	\$250.63	\$233.13	\$125.73	\$76.54	\$134.69	
DIRECT SALARY COST	\$250.63	\$2,564.43	\$4,023.36	\$2,755.44	\$4,579.46	\$14,173.32
SUBTOTAL						
DIRECT COSTS (see below)						\$800.00
TOTAL FEE						\$14,968.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel, (field checks, office reviews, public meetings, coordination meetings, etc.)	\$0.490	0	\$0.00
Irrigation Design (Automatic Supply)	\$800.00	1	\$800.00
Mail	\$2.00	0	\$0.00
Graphics	\$150.00	0	\$0.00
		TOTAL	\$800.00

INVOICE

AUTOMATIC SUPPLY
Outdoor Living | Lighting | Irrigation
AUTOMATIC - FISHERS
116 SHADOWLAWN DRIVE
FISHERS, IN 46038
FAX (317)-845-0977
Phone (317)-842-3123

Invoice # :	0009938819-001
Invoice Date :	03/23/23
Account # :	AUT80001004
Branch :	AUTFISH
Phone # :	
Fax # :	
Delivery # :	0009938819-001
REMIT TO:	
AUTOMATIC SUPPLY PO BOX 841382 DALLAS, TX 75284-1382 (317)-842-3123	

BILL TO:

AMERICAN STRUCTUREPOINT
9025 RIVER ROAD STE 200
INDIANAPOLIS, IN 46240

SHIP TO: 1

AMERICAN STRUCTUREPOINT
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256

PO NUMBER		REFERENCE NUMBER		JOB NUMBER		ORDER DATE	SHIP DATE	SALES
Fullerton Pike						03/23/23	03/23/23	HOUSE
AGENTS	ORDER TYPE	ORDERED BY	SHIP VIA	FREIGHT TERM			CREATED BY	
P THOMA	WILLCALL	Luke Kessler	WCLATER				PT200155	
QTY ORDERED	QTY SHIPPED	UOM	ITEM / DESCRIPTION		CONVERTED QTY	PRICE / UOM		EXTENDED AMOUNT
1	1	EA	900 Fullerton Pike Phase 3 Bloomington IN		1.00 /EA	.00 /EA		0.00
			*****SUB-TOTAL*****					0.00
			DESIGN SERVICES					800.00
<div><div>Entered MAY 31 2023</div><div>Posted MAY 31 2023</div></div> <div><div>2008.00807.0005</div><div>Wooden BS Buchanan</div><div>✓ 3-1-24</div><div>✓ ✓ ✓</div></div>								

TERMS: NET 45 DAYS Due Date: 05/07/23

BALANCE

\$800.00✓

TO VIEW AND PAY ONLINE GO TO:

<https://hlsq.billtrust.com>

USE THIS ENROLLMENT TOKEN:

PFL LXF BMZ

Page 1 of 1

5/19
3/2

AMERICAN STRUCTUREPOINT, INC.

MANHOOR JUSTIFICATION

PROJECT: Fullerton Pike over W Fork Clear Creek & Clear Creek Trail (Fullerton Phase III)

Date: 5/30/2023

BRIDGE FILE NUMBER: Br. No. 315

SCOPE OF WORK: FEMA CLOMR & County Floodplain Permit

DES. NO. 2001721

WORK CLASSIFICATION	ESTIMATED TIME							TOTAL
	Principal	Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician	Environmental Specialist	
CLOMR Coordination								
Comment Resolution Meetings & Coordination		2	2	2				\$ 565.24
Flood Insurance Rate Map Revisions		1	4	2	1	4		\$ 1,503.40
MT-2 Application Updates (Forms 1, 2, & 3)		1	2	2				\$ 732.11
Hydraulic & Hydrologic Modeling Updates		2	8	8				\$ 2,462.18
Coordination with FEMA Regional Reviewer		4	8	16		2		\$ 3,932.98
								\$ -
County Floodplain Permit								\$ -
Final Coordination		1	2	2				\$ 732.11
TOTAL HOURS	0	11	28	32	1	6	0	
AVERAGE HOURLY RATE	\$ 250.63	\$ 233.13	\$ 145.52	\$ 103.97	\$ 134.69	\$ 86.39	\$ 146.17	
SALARY COST	\$ -	\$ 2,564.43	\$ 3,783.52	\$ 3,327.04	\$ 134.69	\$ 516.34	\$ -	\$ 10,328.02
DIRECT COSTS								\$0.00
TOTAL FEE								\$ 10,300.00

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.49	0	\$0.00
Permit Application Fee	\$0,000.00	0	\$0.00
Meals	\$41.00	0	\$0.00
Lodging	\$96.00	0	\$0.00
Total			\$0.00

to be paid by LPA; not included in total contract amount