



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Trent Deckard, President
Jennifer Crossley, President Pro Tempore
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson
Kate Wiltz

COUNCIL MEETING AGENDA - **AMENDED** Tuesday, February 27, 2024 at 5:00 pm

Nat U. Hill Meeting Room and Teams Connection

[Click here to join the meeting](#)

Meeting ID: 261 480 065 293

- The public's video feed will be turned off by the 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, E Sensenstein, (812) 349-7314, esensenstein@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 last 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

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

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

5. DEPARTMENT UPDATES– items NOT on the agenda (limited to 10 minutes per department)

- Robert LaRue: Building Department, End of Year Report
 - Kelli Witmer: Parks & Recreation, Solar Eclipse Preparations
-

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6. COUNCIL LIAISON UPDATES

7. BOARDS AND COMMISSIONS APPOINTMENTS

Request Approval of Appointment to Convention and Visitor's Commission

Trent Seitz

Completing Remainder of a 2-year term

Convention and Visitor's Commission

Expires: 12/31/2024

15

17

9. YOUTH SERVICES BUREAU, Vanessa Schmidt and Sara Jamieson			34
Request the Approval of Additional Appropriations			
<u>Project Safe Place, 9103-9624</u>			
20006	Safe Place Materials	\$1,680.45	
30058	Outreach	<u>\$6,000.00</u>	
	TOTAL	\$7,680.45	

10.	PROSECUTOR'S OFFICE, Beth Hamlin Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations <u>Elder Abuse Prevention, 8177-9624</u>	68
30021	Phones and Pagers	New Account Line
30028	Training and Travel	New Account Line
30047	Parking Expense	New Account Line
30058	Outreach	New Account Line
33049	Emergency Services/Housing	New Account Line
	TOTAL	

11. HIGHWAY DEPARTMENT, Lisa Ridge			
A.	Request the Approval of Additional Appropriations		70
	<u>Cumulative Bridge, 1135-0000</u>		
32332	Bayles Road Bridge #45	\$944,439.60	

[illegible]

74

County Major Bridge, 1171-0000

39244	Fullerton Pike Bridge	\$6,500,000
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The Department is requesting to appropriate the funds for the Fullerton Pike, Phase 3 project. The account line was not encumbered from the 2023 Budget.

[illegible]

77

2023 GO Bond Capital Projects, 4817-0000

47150	Karst Connection Trail	\$430,000
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Narrative for Items C and D: The project in question was recently awarded to the contractor, Crider-and Crider. The Department is required to pay a 20% match from the grant fund. Part of the funds were originally appropriated in the 2023 GO Bond. The Department is requesting to de-appropriate in the fund account line and to transfer the cash from the account to the grant fund for the 20% match. The remainder of the 20% match will be coming from the Westside TIF fund.

[illegible]

D. Request Approval of a Fund-to-Fund Transfer

FROM:

2023 GO Bond Capital Projects, 4817-0000

60100	Transfer Out Fund to Fund (Cash)	\$430,000
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TO:

Liberty Drive to Karst Trail, 8172-0000

00992	Transfer In Fund to Fund (Cash)	\$430,000
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[illegible]

105

Westside Econ Dev/Rich Twp TIF, 4920-0000

37525	Engineering and Construction	\$164,444.80
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Narrative for Items E and F: The project in question was recently awarded to Crider and Crider. The Department is required to pay a 20% match of the project from the grant fund. \$430,000 of the match (\$594,444.80) is from the 2023 GO Bond Capital Projects and the remainder of the match needs to come from the Westside TIF. The Department is requesting to de-appropriate in the fund account line and to transfer the cash from the account to the grant fund for the 20% match.

[illegible]

F. Request Approval of a Fund-to-Fund Transfer

FROM:

Westside Econ Dev/Rich Twp TIF, 4920-0000

60100	Transfer Out Fund to Fund (Cash)	\$164,444.80
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TO:

Liberty Drive to Karst Trail, 8172-0000

00992	Transfer In Fund to Fund (Cash)	\$164,444.80
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12.	HEALTH DEPARTMENT, Lori Kelley	
A.	Request the Approval of a Category Transfer	109

109

FROM:

30006	Contractual	\$10,606.50
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17801	Part-Time	\$ 9,000.00
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18101	FICA	\$ 1,606.50
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TOTAL \$10,606.50

[illegible]

113

FROM:

17301	Board Members	Paid \$400 per year- per person
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17301	Board Members	Paid \$1,200 per year- per person
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MEETING RECESS- 6:30PM

13.	Legal Department, Molly Turner-King	
A.	Request Approval of Ordinance 2024-14 Amending the Food and Beverage Tax in Monroe County	118

118

[illegible]

B. Discussion of and Possible Approval of an Amendment to 2024 Salary Ordinance

14.	APPROVAL OF SUMMARY MINUTES AS PRESENTED	
	-January 9, 2024, Council Meeting	122
	-January 23, 2024, Council Meeting	138
	-February 13, 2024, Executive Session of Monroe County Council and Board of Commissioners	151

15. COUNCIL COMMENTS

16. ADJOURNMENT



Monroe County
Building Department
Department Activity
Year End Report
2023

Monroe County Building Department

2023 Personnel List

Robert LaRue, CBO

Building Commissioner

Kurk Sylvester

Deputy Building Commissioner

Brian Arnett,

Lead Residential Building Inspector

Stephen Bruns, CBI

Lead Commercial Building Inspector

Doug Varella

Commercial Building Inspector

David List

Commercial Building Inspector

Chris Valliant

Residential Building Inspector

Darla Frost

Commercial Office Manager

Jennifer Kalkanoff

Residential Office Manager

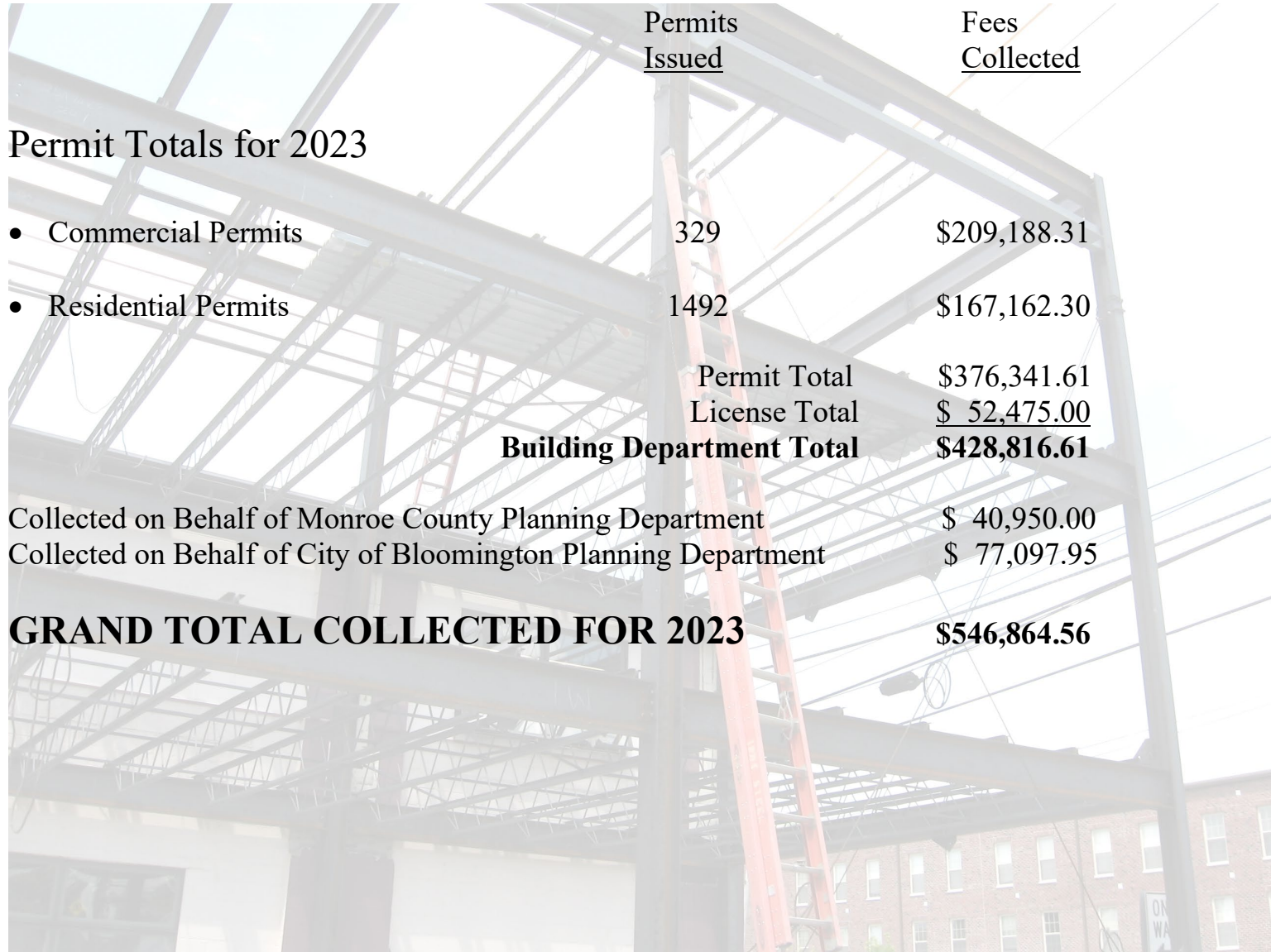
The **Monroe County Building Department** is an office responsible for the inspection and enforcement of adopted Indiana Building Codes throughout the County. This Department exemplifies inter-governmental cooperation by a series of inter-local agreements between Monroe County, the City of Bloomington, and the Town of Stinesville. This model of cooperation has improved customer service, and has simplified the construction regulation process County-wide.

The Monroe County Building Department is also the office charged with maintaining the licensing and registration program for electricians and plumbers working in Monroe County.

Monroe County Building Department

Contractor Licensing and Registration totals for 2023

	<u>Licenses Issued</u>	<u>Fees Collected</u>
<u>ELECTRICAL LICENSING:</u>		
• Master Electrical Licenses	175	\$39,450.00
• Residential Electrical Licenses	33	<u>\$ 5,600.00</u>
		\$45,050.00
<u>PLUMBING REGISTRATION:</u>		
• Plumbing Contractor Registrations	57	\$ 7,225.00
• Plumbing Journeyman Registrations	4	<u>\$ 200.00</u>
		\$ 7,425.00
		Total \$52,475.00



	<u>Permits Issued</u>	<u>Fees Collected</u>
Permit Totals for 2023		
• Commercial Permits	329	\$209,188.31
• Residential Permits	1492	\$167,162.30
	Permit Total	\$376,341.61
	License Total	<u>\$ 52,475.00</u>
	Building Department Total	\$428,816.61
Collected on Behalf of Monroe County Planning Department		\$ 40,950.00
Collected on Behalf of City of Bloomington Planning Department		\$ 77,097.95
GRAND TOTAL COLLECTED FOR 2023		\$546,864.56

Dwelling Units Permitted in Monroe County

Year		SFR*	MFH**	Duplex	Apartment Units
2011		158	12	7	
2012		170	22	11	
2013		172	25	14	
2014		215	22	17	
2015		203	20	10	
2016		216	16	21	
2017		242	19	21	
2018		230	12	17	
2019		241	14	1	
2020		221	11	8	
2021		319	14	8	935
2022	City Units	29	0	6	1307
	County Units	131	0	6	323
	Total Units	160	0	12	1630
2023	City Units	30	1	8	234
	County Units	128	14	0	0
	Total Units	158	15	8	234

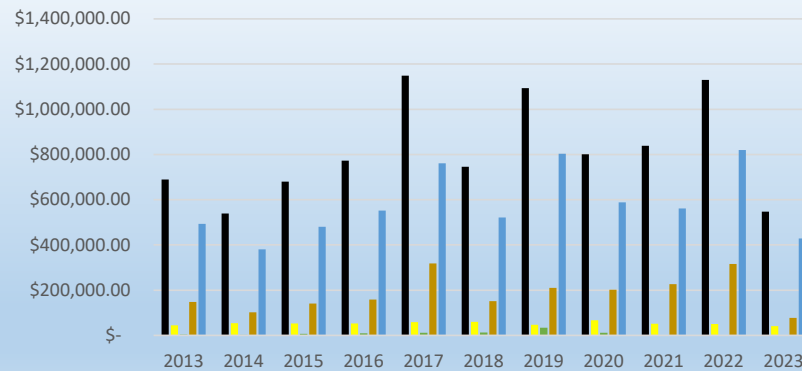
*Single Family Residence

**Manufactured Home

REVENUE DISTRIBUTION

		Monroe	Town of	City of	MONROE COUNTY
YEAR	Total Revenue	COUNTY PLANNING	ELLETTSVILLE PLANNING	BLOOMINGTON PLANNING	BUILDING DEPARTMENT
2006	\$ 653,124.87	\$ 60,367.56	\$ 11,061.40	\$ 80,920.08	\$ 500,775.83
2007	\$ 724,146.06	\$ 59,146.83	\$ 11,809.70	\$ 105,893.16	\$ 547,296.37
2008	\$ 624,036.90	\$ 45,081.70	\$ 8,183.90	\$ 104,356.18	\$ 466,415.12
2009	\$ 461,242.02	\$ 49,437.92	\$ 5,608.55	\$ 59,401.60	\$ 346,793.95
2010	\$ 416,085.33	\$ 38,539.41	\$ 4,971.45	\$ 41,010.21	\$ 331,564.26
2011	\$ 439,056.02	\$ 42,258.09	\$ 12,912.50	\$ 81,011.10	\$ 302,874.33
2012	\$ 633,493.81	\$ 47,100.00	\$ 3,311.50	\$ 147,619.22	\$ 435,463.09
2013	\$ 689,176.35	\$ 44,650.00	\$ 3,622.80	\$ 147,619.22	\$ 493,284.33
2014	\$ 539,478.58	\$ 54,150.00	\$ 2,524.75	\$ 102,527.55	\$ 380,276.28
2015	\$ 680,686.69	\$ 52,488.00	\$ 6,741.00	\$ 140,756.56	\$ 480,701.13
2016	\$ 772,432.87	\$ 52,450.00	\$ 9,438.45	\$ 158,635.75	\$ 551,908.67
2017	\$ 1,149,210.40	\$ 58,400.00	\$ 11,654.50	\$ 318,519.20	\$ 760,636.70
2018	\$ 746,145.83	\$ 59,600.00	\$ 12,909.52	\$ 151,853.09	\$ 521,783.22
2019	\$ 1,093,801.56	\$ 47,460.00	\$ 33,601.05	\$ 209,809.18	\$ 802,931.33
2020	\$ 801,603.25	\$ 66,650.00	\$ 11,107.20	\$ 201,748.68	\$ 588,747.37
2021	\$ 838,911.45	\$ 51,454.70		\$ 226,434.44	\$ 561,022.31
2022	\$ 1,129,610.10	\$ 49,950.00		\$ 315,932.10	\$ 819,478.00
2023	\$ 546,864.56	\$ 40,950.00		\$ 77,097.95	\$ 428,816.61

PLANNING DEPARTMENT FEES

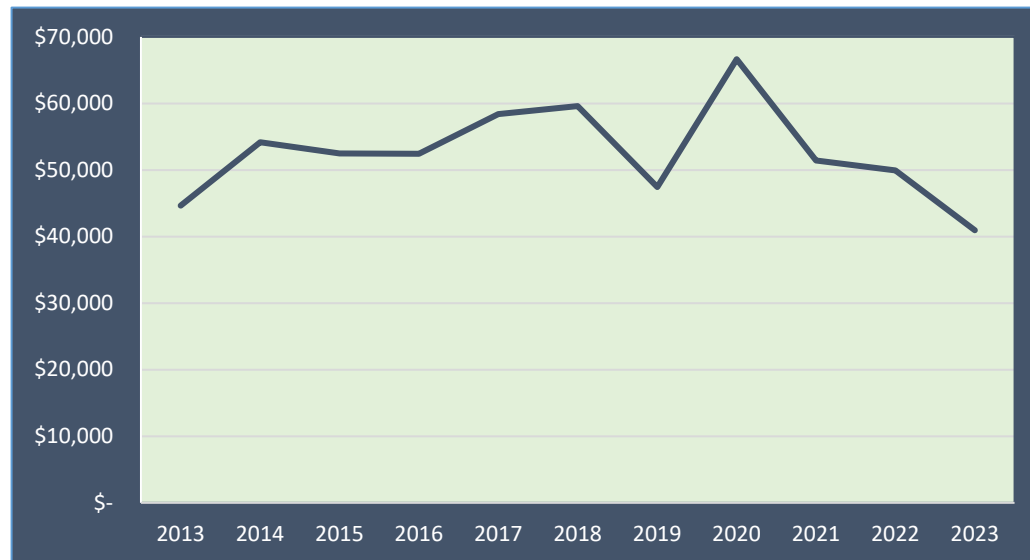


Distribution of Fees

As a service to the Planning Departments in the County and City of Bloomington, the Monroe County Building Department collects their designated fees at the time a permit for construction is issued. Distribution of fees received is as follows:

MONROE COUNTY PLANNING DEPARTMENT FEES:

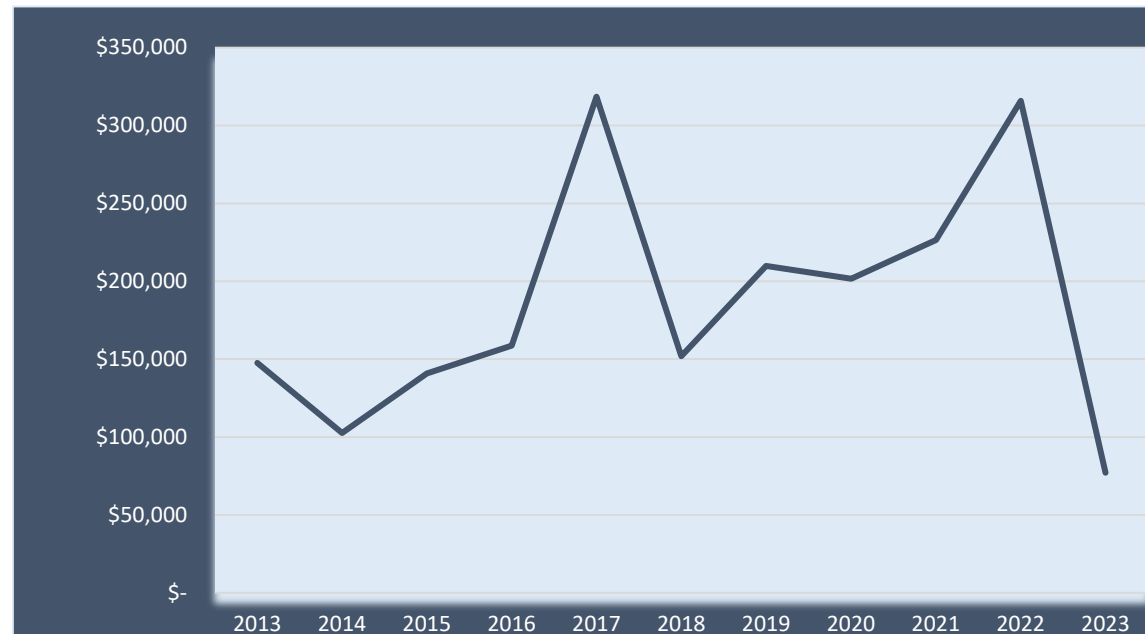
2013	\$ 44,650.00
2014	\$ 54,150.00
2015	\$ 52,488.00
2016	\$ 52,450.00
2017	\$ 58,400.00
2018	\$ 59,600.00
2019	\$ 47,460.00
2020	\$ 66,650.00
2021	\$ 51,454.70
2022	\$ 49,950.00
2023	\$ 40,950.00



Distribution of Fees

CITY OF BLOOMINGTON PLANNING DEPARTMENT FEES:

2013	\$ 147,619.22
2014	\$ 102,527.55
2015	\$ 140,756.56
2016	\$ 158,635.75
2017	\$ 318,519.20
2018	\$ 151,853.09
2019	\$ 209,809.18
2020	\$ 201,748.68
2021	\$ 226,434.44
2022	\$ 315,932.10
2023	\$ 77,097.95



Kim Shell

From: Sent on Behalf of Monroe County <no-reply@egovnotices.com>
Sent: Monday, February 5, 2024 8:01 PM
To: Kim Shell
Subject: Boards and Commissions Application Submitted - Receipt #2024-NWUHIK



Mon, Feb 05, 2024 19:59

A citizen submitted the following information for one or more item(s) for which you are on the notification list. The information sent to the citizen is as follows.

Confirmation

Thank you for your submission.

What Happens Next?

Your application will be reviewed.

Please Select the Board, Commission or Committee you wish to apply for

Boards, Commissions and Committees

Boards, Commissions and Committees: Convention & Visitors Commission

Please list your qualifications for this position.: General Manager of Hilton Garden Inn and Coaches Bar & Grill I moved to Bloomington to lay down my roots and am interested in promoting the growth of and development of the industry.

Monroe County Government Boards and Commissions Application

TODAY'S DATE: 2/5/2024

FULL NAME: Trent Kelley Seitz

Nickname:

ADDRESS: [REDACTED]

CITY: Bloomington

ZIP CODE: 47403

RESIDENCE TOWNSHIP: Van Buren Township

Are You Eligible To Vote In The City Election: Yes

CONTACT INFORMATION

Email: trent.setiz@gmail.com

Home: --

Work: [REDACTED]

Cell: [REDACTED]

OCCUPATION: General Manager

Applying for Boards(s) and/or Commissions(s): Convention & Visitors Commission

Referral/Referred by:

Why are you interested in applying for this position?: I moved myself and my family to Bloomington to lay down my roots and have a strong interest in ensuring that the Bloomington economy continues to grow and prosper.

[REDACTED]

[Monroe County, IN](#) | |

February 16th, 2024

Mr. Jeff Cockerill
Monroe County
100 W. Kirkwood Avenue
Bloomington, IN 47404

Dear Mr. Cockerill:

Simtra BioPharma Solutions, LLC is a provider of highly specialized biologic development and contract manufacturer with locations in Bloomington, Indiana and Halle/Westfalen, Germany. Simtra Biopharma Solutions partners with pharmaceutical and biotechnology companies to help them achieve their manufacturing and commercialization goals to create and develop world-class biologic products.

Simtra BioPharma Solutions seeks tax abatement to construct a 140,000-sf state-of-the-art contract manufacturing facility at 927 South Curry Pike in Bloomington, Indiana. This business retention and expansion initiative also requires the investment of \$145,000,000 million in capital equipment. Additionally, because of this expansion, 130 new jobs will be created with an average salary, with benefits, of \$73,379/annually.

It is our understanding that the building site/property is currently designated an Economic Revitalized Area (ERA). With an ERA designation in place, we respectfully request approval of a ten-year tax abatement phased-in on the net new taxes associated with the new construction (Real Property) and installation of new qualifying equipment (Personal Property).

Attached hereto are the following documents: (1) Monroe County Tax Abatement Application, (2) Aerial map of the proposed construction site, with a parcel legal description, (3) Tax Abatement Calculation Document, and (4) Statement of Benefit (SB-I) forms for Real and Personal Property.

Thank you for processing our request at your earliest convenience, and we ask that our abatement hearing be placed on the Council's Agenda for its February 27, 2024, County Council meeting. If you have any questions or require additional information, I can be reached on my office phone at: 812.355.2909

Sincerely,



Patrick Adams
Plant Manager – Bloomington

Cc: Mrs. Jennifer Pearl, President, Bloomington Economic Development Corporation (BEDC)

MONROE COUNTY ECONOMIC DEVELOPMENT COMMISSION

APPLICATION FOR TAX ABATEMENT/ DESIGNATION AS AN ECONOMIC REVITALIZATION AREA

Please type all information in the spaces provided. Attach additional pages at the end.

1. OWNERSHIP: If a partnership, include all general partners; if a corporation, include all owners.

Owner Name: **Baxter Pharmaceutical Solutions, LLC D|B|A Simtra BioPharma Solutions**

Address: **927 S Curry Pike, Bloomington, IN 47403**

Telephone: **(812) 355-2050**

Percent Ownership: **100%**

Owner Name:

Address:

Telephone:

Percent Ownership:

2. PROPERTY DESCRIPTION: Please attach to this application a legal description of the real property.

Street Address: **927 S Curry Pike, Bloomington, IN 47403**

Dimensions: **Part of the northeast quarter and part of the southeast quarter of section one, township 8 north, range 2 west, Monroe County, State of Indiana**

Acreage: **29.06**

*** A MAP AND LEGAL DESCRIPTION OF THE PROPERTY MUST BE INCLUDED BEFORE APPLICATION CAN BE PROCESSED.**

3. CURRENT PROPERTY STATUS

Is the property located within Monroe County and not within the corporate limits of a city or town? (Yes or No)

Yes

What is the current zoning designation of the property?

General Industrial

Describe any anticipated zoning changes required.

None

Describe the company's products/services and how the proposed expansion will benefit the company.

Simtra provides development and clinical/commercial contract manufacturing services including high-speed syringe, vial and cartridge filling, lyophilization and labeling/packaging.

Small to medium sized pharma/biotech companies, without internal manufacturing capabilities, are poised to bring 50% of the new molecules to market in the next decade. Outsourcing is becoming an important part of their manufacturing strategy. As companies review their investment opportunities, they are focusing their resources more on the development and marketing activities for new drugs, rather than the construction of manufacturing facilities. As such, they are seeking long-term partners who can provide the manufacturing capacity and clinical expertise to help them bring new, life-saving drugs to market. By expanding its Bloomington facility, Simtra will be well positioned to become the partner of choice for these pharma/biotech companies while providing sustainable growth.

Describe the current use(s) of the property, including the names and types of any businesses operating and the number of jobs they employ.

Current use - development and clinical/commercial contract manufacturing services including high-speed syringe, vial and cartridge filling, lyophilization and labeling/packaging.

Business - Simtra BioPharma Solutions (BioPharma manufacturer)

Number of jobs – 1,039

State the current use and age of all buildings and permanent structures on the property.

Current usage is for development and clinical/commercial contract manufacturing services including high-speed syringe, vial and cartridge filling, lyophilization, labeling/packaging and general office and warehouse storage. All of the buildings and permanent structures currently on the property were built between 1968, 1999, and 2021, except for the new 140,000 square foot building for the current expansion project.

List the current assessed valuation of the land and any improvements already on it.

Land - \$2,686,500

Improvements - \$19,794,100

List the current assessed valuation of existing land, buildings and/or equipment that will be retained by the company.

Land - \$2,686,500

Building - \$19,794,100

Equipment - \$67,957,000 (\$110,767,806)

List any public improvements and costs that will be necessary (roads, utilities, etc.).

None

4. PROPOSED IMPROVEMENTS

If the tax abatement will be for **real estate**, describe 1) proposed improvements, 2) projected costs (usually a contractor's quote), and 3) what the building will be used for and reason for the expansion.

New 2-story building of approx. 140,000 SF will house a Liquid Vial Filling Suite with three (3) 30m2 Lyos and a second suite that will include two (2) Pre-Filled Syringe machines. New equipment to support vial and fill lines.

If the tax abatement will be for **equipment**, describe 1) equipment to be purchased, 2) the projected costs of that equipment (usually a vendor's quote), and 3) what the equipment does and why it is necessary. **(ESTIMATES)**

CHILLED WATER SYSTEM	\$3,421,331
CHEMICAL TREATMENT	\$50,000
CDA SYSTEM	\$625,170
VACUUM SYSTEM	\$150,000
PLANT STEAM & CONDENSATE	\$1,895,612
DOMESTIC HW SYSTEM	\$7,000
HHW SYSTEM	\$140,900
RO / EDI SYSTEM	\$2,625,000
WFI SYSTEM	\$1,742,000
PURE STEAM SYSTEM	\$270,000
PROCESS CHILLED WATER SYSTEM	\$216,200
CONTROLS	\$5,636,658
NITROGEN	
COLD STORAGE	\$1,886,200
LABS & SUPPORT SYSTEMS	\$17,000,000
LINE 9 LYOS	\$65,000,000
LINE 10	\$12,000,000
LINE 11	\$12,000,000
AHUs	\$9,112,235
PLUMBING	\$157,500
Elevator	\$280,000
Electrical	\$11,375,000

Project starting date: **05/2024**

Project completion date: **09/2026**

5. ECONOMIC IMPACT

On the lines below, list all new full-time, permanent positions to be hired as a result of the proposed project.

Position Title (example: Warehouse, Operator, etc.)	Number to be Added	Starting Hourly Wage
Production	100	\$24.30

Quality	10	\$29.00
Engineering	10	\$48.00
Other	10	\$48.00

State the estimated percentage of current employees who live in Monroe County and describe how the company will advertise new job openings.

Approximately 53% of Simtra employees live in Monroe County. We advertise job openings on our Simtra Careers Website and LinkedIn and utilize other media (ie Facebook, university job boards, newspaper, radio ads, etc) as needed.

On the worksheet below, list and describe all fringe benefits to be offered new, full-time hires in the first year of employment. 'Hourly Value' and 'Cost Shared by Employee' are usually calculated by dividing the annual cost of the benefit per employee by 2,080 (the number of full-time working hours in a year). 'Participation Rate' refers to the percentage of employees who take advantage of some or all of the benefit.

If different benefit packages will be offered to employees filling different positions, complete a separate worksheet for each benefit package.

Please use the form provided - do not use attachments to report this information.

POSITION TITLE:

Name of Benefit	Hourly Value	Cost Shared By Employee	Participation Rate
Medical and Dental	\$8.65	\$2.16	80%
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%

Total value of benefits for each new hire in this position	\$899.60
Base hourly wage for each new hire in this position (from page 4)	\$28.30
Total hourly wage for each new hire in this position	\$36.95

State any additional comments about fringe benefits below:

Simtra gives employees one paid day a year for volunteering.

Describe any other beneficial or detrimental economic effects that the project would likely have on Monroe County.

Economic effects on Monroe County include

1. Creation of temporary and jobs related to the construction project as well as permanent jobs because of the expansion.
2. Increased spending on hotels, airfare, food etc by project team and workers on site.
3. Primary location for Simtra's North America location and looking to grow.

6. Complete side one of the Form SB-1 Statement of Benefits.

*** A COMPLETE FORM SB-1, BEARING AN ORIGINAL SIGNATURE, MUST BE INCLUDED BEFORE APPLICATION CAN BE PROCESSED**

7. CONTACT PERSON: This individual is responsible for preparing and submitting annual filings and for providing information needed to conduct annual compliance reporting.

Name: Patrick Adams
Title: Plant Manager
Address: 927 South Curry Pike
City, State, Zip: Bloomington, IN 47403
Telephone Number: 812-355-2909
Fax Number:
Email Address: padams@simtrabps.com

8. CERTIFICATION AND SIGNATURE

I hereby certify that the representations made in this application are true, and that if the above improvements are not commenced (defined as obtaining a permit and actually starting 'construction') within twelve (12) months of the date of the designation of the above area as an Economic Revitalization Area, the Monroe County Council shall have the right to void such designation of the area and terminate the applicant's property tax abatement.

Dated this 19 day of FEB, 2021.

Owner: _____

Owner: _____

Owner: _____



AERIAL MAP & LEGAL DESCRIPTION – Simtra BioPharma Solutions, LLC

Parcel Information

Owner Name	Baxter Pharmaceutical Solu- Tions Llc Atn Knudsen Tx Dept
Owner Address	S/u Tax Division Of 6-4w Po Box 703s/u Deerfield, IL 60015
Parcel Number	53-09-01-100-040.000-015
Alt Parcel Number	016-05210-20
Property Address	617 S Curry Pike, Bloomington, In 47403
Property Class Code	340
Property Class	Light Manufacturing & Assembly
Neighborhood	17 Van Buren Twp - Com - A, 53015072-015
Legal Description	016-05210-20 PT E1/2 1-8-2W 29.85A Plats 11, 26-28, 46, 61, 68, 77, 91, 175, 176


Taxing District

Township	Van Buren Township
Corporation	Monroe County Community
Taxing District Name	Van Buren Township
Taxing District Number	015

Land Description


Land Type	Acreage	Dimensions
11	18.60	
13	11.25	

PROJECT GREEN LIGHT TAX ABATEMENT ESTIMATE

 Personal Property: \$145,000,000

+ -	 Abatement Percentage	With Abatement			Without Abatement			Estimated Tax Abatement Savings
		Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	
Year 1	100%	\$0	\$0	\$0	\$859,154	\$0	\$859,154	\$859,154
Year 2	90%	\$120,282	\$0	\$120,282	\$1,202,816	\$0	\$1,202,816	\$1,082,534
Year 3	80%	\$180,422	\$0	\$180,422	\$902,112	\$0	\$902,112	\$721,689
Year 4	70%	\$206,197	\$0	\$206,197	\$687,323	\$0	\$687,323	\$481,126
Year 5	60%	\$257,746	\$0	\$257,746	\$644,366	\$0	\$644,366	\$386,619
Year 6	50%	\$322,183	\$0	\$322,183	\$644,366	\$0	\$644,366	\$322,183
Year 7	40%	\$386,619	\$0	\$386,619	\$644,366	\$0	\$644,366	\$257,746
Year 8	30%	\$451,056	\$0	\$451,056	\$644,366	\$0	\$644,366	\$193,310
Year 9	20%	\$515,492	\$0	\$515,492	\$644,366	\$0	\$644,366	\$128,873
Year 10	10%	\$579,929	\$0	\$579,929	\$644,366	\$0	\$644,366	\$64,437
Totals		\$3,019,926	\$0	\$3,019,926	\$7,517,598	\$0	\$7,517,598	\$4,497,671

PROJECT GREEN LIGHT TAX ABATEMENT ESTIMATE

 Real Property: \$80,000,000

+ -	 Abatement Percentage	With Abatement			Without Abatement			Estimated Tax Abatement Savings
		Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	
Year 1	100%	\$0	\$0	\$0	\$1,185,040	\$0	\$1,185,040	\$1,185,040
Year 2	95%	\$59,252	\$0	\$59,252	\$1,185,040	\$0	\$1,185,040	\$1,125,788
Year 3	80%	\$237,008	\$0	\$237,008	\$1,185,040	\$0	\$1,185,040	\$948,032
Year 4	65%	\$414,764	\$0	\$414,764	\$1,185,040	\$0	\$1,185,040	\$770,276
Year 5	50%	\$592,520	\$0	\$592,520	\$1,185,040	\$0	\$1,185,040	\$592,520
Year 6	40%	\$711,024	\$0	\$711,024	\$1,185,040	\$0	\$1,185,040	\$474,016
Year 7	30%	\$829,528	\$0	\$829,528	\$1,185,040	\$0	\$1,185,040	\$355,512
Year 8	20%	\$948,032	\$0	\$948,032	\$1,185,040	\$0	\$1,185,040	\$237,008
Year 9	10%	\$1,066,536	\$0	\$1,066,536	\$1,185,040	\$0	\$1,185,040	\$118,504
Year 10	5 %	\$1,125,788	\$0	\$1,125,788	\$1,185,040	\$0	\$1,185,040	\$59,252
Totals		\$5,984,452	\$0	\$5,984,452	\$11,850,400	\$0	\$11,850,400	\$5,865,948



PROJECT GREEN LIGHT

TAX ABATEMENT ESTIMATE

Disclosures

- The abatement calculator is prepared by Baker Tilly Municipal Advisors, LLC, in conjunction with Hoosier Energy, based on current Indiana law. This calculation is intended to provide an ILLUSTRATIVE and PRELIMINARY indication of the level of property taxes and potential property tax savings for a proposed investment based on the assumptions provided by the user and those outlined below. Taxpayers must consult their own tax advisors to determine their actual tax liability and to prepare their required annual Indiana property tax filings. These illustrative calculations should not be relied upon for the purposes of inclusion in legal documents including, but not limited to, incentive agreements or resolutions approving property tax abatement. Please read the Disclosures carefully.
- To be eligible to receive property tax abatements in Indiana, a company must follow a specific application process. Please contact your Hoosier Energy Representative for further guidance.
- Assumes taxes payable 2023 property tax rates, as provided by the Indiana Department of Local Government Finance.
- Real property will be assessed by the appropriate local assessing official. The actual assessed value of a real property improvement will be determined upon completion, and the assessed value may vary materially from the cost of the improvement.
- Real property in Indiana is subject to annual adjustments of assessed value to the market value of the structure based on annual sales data ("Trending").
- In order to be eligible for personal property tax abatement, the property must meet certain criteria defined in the Indiana Code and the Indiana Administrative Code. Taxpayers should consult their tax advisors and/or local officials regarding the eligibility requirements for personal property tax abatement.
- All personal property (equipment) is assumed to be new and is assumed to be depreciated in Pool #2 (5-8 year depreciable life) for property tax purposes. A mixture of new and existing equipment (as well as a mixture of depreciation pools) will produce different tax savings results.
- Assumes a one-time investment in real and personal property. Staggering the investments may have a material effect on the actual value of property tax abatements.
- Includes the calculation of Minimum Value Ratio (MVR) for tax abatement of personal property, which effectively increases the assessed value used in the abatement calculation when the taxpayer is subject to the 30% depreciation floor. The MVR equals the adjusted assessed value at the 30% floor divided by the depreciated assessed value of the equipment.
- The calculation of illustrative personal property tax liability and abatement savings does not account for the presence of any existing in-service personal property that may be owned by the taxpayer. The presence of existing in-service personal property may materially impact these calculations.
- It is assumed that the Circuit Breaker Tax Credit, which limits property tax liability to 3.0% of gross assessed value for commercial and industrial properties, is applied.
- This calculation does not account for the application of the Local Income Tax (LIT) Property Tax Replacement Credit (PTRC) in any jurisdictions in which a LIT PTRC is applicable. The application of the LIT PTRC may reduce the property tax liability and the impact of the Circuit Breaker Tax Credit for a commercial/industrial taxpayer.
- The property tax abatement savings value is an illustrative value based on preliminary information entered into this calculator. Actual abatement savings may differ materially from the results of this calculator based on the timing of the investment, actual assessment of structures upon completion by the local assessing official, differences in depreciation pools for personal property, annual changes in tax rates, changes to Indiana property tax law or regulations, or changes in assessment methodology.

Hoosier Energy's Tax Abatement Estimator was developed with the assistance of [Baker Tilly Municipal Advisors, LLC](#)



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20__ PAY 20__

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer Baxter Pharmaceutical Solutions, LLC D B A Simtra BioPharma Solutions					
Address of taxpayer (number and street, city, state, and ZIP code) 927 S Curry Pike, Bloomington, IN 47403					
Name of contact person Patrick Adams		Telephone number (812) 355-2909		E-mail address padams@simtrabps.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body Monroe County		Resolution number			
Location of property 927 S Curry Pike, Bloomington, IN 47403		County Monroe		DLGF taxing district number	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) New 140,000 Square Feet 2 story biopharma production, lab, and warehouse facility.				Estimated start date (month, day, year) 05/01/2024	
				Estimated completion date (month, day, year) 09/30/2026	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT			
Current Number 1039	Salaries 70661	Number Retained 1039	Salaries 70661	Number Additional 130	Salaries \$72,379.20
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values				19794100	
Plus estimated values of proposed project		80000000			
Less values of any property being replaced					
Net estimated values upon completion of project		80000000		99794100	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated solid waste converted (pounds) 0		Estimated hazardous waste converted (pounds) 0			
Other benefits The project will increase Simtra's capabilities to support the bio pharma industry at times of needed increased drug manufacturing. The project will bring additional jobs to the community which is likely to stimulate local industries. Salaries stated above are averages for current and future employees.					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) 19 FEB 24	
Printed name of authorized representative PATRICK ADAMS				Title PLANT MANAGER	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
1. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No
- C. The amount of the deduction applicable is limited to \$ _____
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
☐ Yes ☐ No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION											
Name of taxpayer Baxter Pharmaceutical Solutions D B A Simtra BioPharma Solutions					Name of contact person Patrick Adams						
Address of taxpayer (number and street, city, state, and ZIP code) 927 S Curry Pike, Bloomington, IN 47403							Telephone number ()				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT											
Name of designating body Monroe County							Resolution number (s)				
Location of property 927 S Curry Pike, Bloomington, IN 47403					County Monroe		DLGF taxing district number				
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) 2 prefilled syringe lines and 1 vial line with lyophilization.					ESTIMATED						
							START DATE	COMPLETION DATE			
					Manufacturing Equipment		5/01/2024	2/16/2026			
					R & D Equipment						
					Logist Dist Equipment						
					IT Equipment						
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT											
Current Number 1039		Salaries 70661 Avg		Number Retained 1039		Salaries 70661 (Avg)		Number Additional 130		Salaries 72,379. Avg of New	
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT											
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.			MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT		
			COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	
Current values				110767806							
Plus estimated values of proposed project			145,000,000								
Less values of any property being replaced											
Net estimated values upon completion of project			145,000,000	255,767,806							
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER											
Estimated solid waste converted (pounds) 0						Estimated hazardous waste converted (pounds) 0					
Other benefits:											
SECTION 6 TAXPAYER CERTIFICATION											
I hereby certify that the representations in this statement are true.											
Signature of authorized representative 								Date signed (month, day, year) 19 FEB 24			
Printed name of authorized representative PATRICK ADAMS								Title PLANT MANAGER			

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;

☐ Yes ☐ No

☐ Enhanced Abatement per IC 6-1.1-12.1-18

2. Installation of new research and development equipment;

☐ Yes ☐ No

Check box if an enhanced abatement was approved for one or more of these types.

3. Installation of new logistical distribution equipment.

☐ Yes ☐ No

4. Installation of new information technology equipment;

☐ Yes ☐ No

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) _____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☐ Year 1

☐ Year 2

☐ Year 3

☐ Year 4

☐ Year 5

☐ Enhanced Abatement per IC 6-1.1-12.1-18

☐ Year 6

☐ Year 7

☐ Year 8

☐ Year 9

☐ Year 10

Number of years approved: _____
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

(1) The total amount of the taxpayer's investment in real and personal property.

(2) The number of new full-time equivalent jobs created.

(3) The average wage of the new employees compared to the state minimum wage.

(4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

RESOLUTION 2024-10

APPROVAL OF TAX ABATEMENT FOR Baxter Pharmaceutical Solutions, LLC.

WHEREAS, Monroe County received a tax abatement application for property located at 927 S. Curry Pike, Bloomington, Indiana; and,

WHEREAS, the applicant, Baxter Pharmaceutical Solutions, LLC., requested a 10 year real property and a 10 year personal property abatement; and,

WHEREAS, the property location was established as an economic revitalization area by the County Council in 2021, the ERA was established for 5 years; and,

WHEREAS, the Monroe County Economic recommended approval of the abatement as requested; and,

NOW, THEREFORE, the Monroe County Council approves a tax abatement for both real and personal property placed by Baxter Pharmaceutical Solutions, LLC., at 927 S. Curry Pike, Bloomington, Indiana. The abatement shall last ten years, with 100% abated in the initial year, with a graduated schedule reducing the abatement amount by 10% of the eligible property tax shall be abated for each year of the abatement. This approval is subject to an executed Memorandum of Understanding (MOU) between the Company and County. The County Council authorizes its President to execute a Memorandum of Understanding. This resolution shall be subject to the provisions of Indiana Code 6-1.1-12.1 et al.

* * * * *

Remainder of page intentionally left blank.

Presented to the County Council of Monroe County, Indiana; read in full and adopted on the **27th** day of February **2024**.

* * * * *

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: YSB MEETING DATE REQUESTED (Tentative): 2/27/2024
Request Presenter(s): Vanessa Schmidt and Sara Jamieson Phone: 812-349-2539

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Project Safe Place

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

This request is for approval of additional funds through the 1504 Safe Place grant. This grant is awarded to YSB by the Indiana Youth Services Association for the time period of 7/1/2022 – 6/30/2024. The minimum award amount through the main grant is \$8,297 and is used to purchase supplies and services to support the Safe Place Program. These funds were previously appropriated prior to the start of the fiscal year. The two additional funding sources we are appropriating now are awarded to the agency through two discretionary sub-funds. These two sub-funds consist of the DCS Safe Place pilot program and the FSSA Safe Place funds which correlate to the Safe Place program's outreach efforts. We are asking to appropriate the additional \$7,680.45 that has been awarded to the program as a result of the outreach performed through the Safe Place program.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)* : 2/27/2024

Fund Number:	9103	Location Number:	9624
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Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

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SAFE PLACE
PROFESSIONAL SERVICES GRANT
July 1, 2022 – June 30, 2024
Revised May 2022

This Grant ("Grant" or "Grant Agreement"), entered into by and between the **Indiana Youth Services Association** (hereinafter referred to as "IYSA") as the designated administrator for Indiana Department of Child Services (hereinafter referred to as "DCS" or "State") as it relates to the Grant Funds, and **Youth Services Bureau of Monroe County** (hereinafter referred to as "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Grantee.

- A. **Purpose:** "**Safe Place**" is a national youth outreach program that educates thousands of young people every year about the dangers of running away or trying to resolve difficult, threatening situations on their own. All Safe Place programs must meet national standards and must be licensed by National Safe Place (hereinafter referred to as the "Safe Place Program(s)"). Safe Place Programs provide outreach, temporary shelter, and counseling services targeting youth, under the age of eighteen (18) years, in crisis situations through a network of Safe Place sites sustained by qualified agencies, trained volunteers, and businesses. Safe Place sites may be youth friendly businesses, schools, fire stations, libraries, and other appropriate public buildings that display the distinctive yellow and black Safe Place sign. The purpose of this Grant is for the Grantee to provide a licensed Safe Place Program and all of the Safe Place services described herein (the "Safe Place Services/Program") in the county or counties for which the Grantee has been chosen by IYSA to provide such Safe Place Services/Program as set forth below in paragraph C of this Section.
- B. In order to accomplish the above-referenced purpose, the Grantee will provide the Safe Place Services/Program set out in more detail herein and in accordance with the following (all of which are hereby incorporated by reference):
- (1) The Safe Place Request for Proposal and all of its attachments (the "Safe Place RFP"), which was issued by IYSA in the last competitive round of funding; and
 - (2) The Grantee's Response to the Safe Place RFP (the "Grantee's RFP Response"), which includes all response attachments, that was submitted by the Grantee in accordance with the specifications of the last Safe Place RFP; and
 - (3) The Award Letter (sent separately), which notified Grantee of the county(ies) Grantee was selected to provide Safe Place Services/Program.

- C. The Grantee agrees to comply with all terms, provisions and conditions applicable to the Safe Place Services/Program it provides pursuant to this Grant, including, but not limited to, service categories, objectives, all applicable DCS' Service Standards available in the RFP application and on the IYSA website, www.indysb.org, the requirements set forth in paragraph E of this Section, and all statements, provisions, and assurances made in conjunction with the most recent Safe Place RFP and the Grantee's most recent RFP Response, except to the extent that the terms of this Grant might specifically modify those statements, provisions, and assurances. The DCS' Service Standards are hereby incorporated by reference into this Grant.
- D. As currently stated in DCS' Service Standards, the Safe Place Program provided by the Grantee must consist of the following four (4) components:
- (1) **Crisis Intervention/Shelter:** The Grantee's Safe Place Program staff must be available twenty-four hours a day/seven days per week (24/7) to all Safe Place sites and referral sources and ensure appropriate shelter care when the youth has no safe lodging for the night (as defined by National Safe Place ("NSP") implementation standards, available at www.nationalsafeplace.org. The NSP implementation standards are hereby incorporated by reference into this Grant. Upon receiving a referral, the Grantee's Safe Place Program staff shall: (i) respond within the time constraints set forth in the NSP implementation standards to immediately assess the situation and eliminate existing safety concerns while providing comfort to the youth; and (ii) begin crisis intervention by interviewing the youth, the referral source or Safe Place site personnel, and the parents/guardians of the youth in-crisis. Along with its provision of immediate intervention, the Grantee's Safe Place Program staff shall give the youth and his/her family referrals to appropriate community resources.
 - (2) **Community Outreach/Education:** The Grantee's Safe Place Program staff shall provide information to increase awareness of the Safe Place Program through school and community presentations and events. The Grantee's Safe Place Program staff may target middle and high schools to provide Safe Place Services/Program to youth. Community presentations increase community awareness as well as maintain Safe Place social networking sites to educate youth and adults.
 - (3) **Site Recruitment and Maintenance:** The Grantee's Safe Place Program must maintain sites by conducting annual site checks and by providing training as appropriate to ensure that the proper procedures are followed as listed on the Safe Place procedure sheets and found in the Safe Place Operations Manual. The Grantee's Safe Place Program may recruit sites as needed to cover its agency's geographic areas and ensure sites meet NSP implementation standards.

- (4) **Safe Place Program Evaluation:** The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. The Grantee's Safe Place Program must submit data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of Safe Place Service delivery in order for the Safe Place Program to remain in compliance with the NSP Program standards.

In addition to the monthly reports, the Grantee shall enter data into the NSP database regarding site checks and maintenance, youth evaluations for at least 80% of youth served through Safe Place, and a 20% representative sample of presentation pre/post tests (or at least 250 youth annually), which enables IYSA to monitor compliance with NSP implementation standards, assess the quality of outreach, determine youth outcomes, and evaluate the impact of the Safe Place program. The pre/post surveys can be found in the Agency Support Center on the National Safe Place website, www.nationalsafeplace.org or the Indiana Safe Place Coordinators' Google Drive at https://drive.google.com/drive/folders/1Jxl8qW_E1Ghwx8zgWsuWKBBIglv1o6v?usp=sharing

The Grantee shall successfully complete a program review once every two (2) years as demonstrated by 100% compliance on all mandatory review tool items and 75% compliance on all best practice review tool items. The mandatory and best practice review tools are available on the IYSA database or the Indiana Safe Place Coordinators' Google Drive at https://drive.google.com/drive/folders/1Jxl8qW_E1Ghwx8zgWsuWKBBIglv1o6v?usp=sharing and are incorporated herein by reference.

- E. Also, as stated in DCS' Service Standards, the Grantee must comply with all of the following eligibility criteria, which are based on the NSP standards, and all other NSP implementation standards not listed, in order to be a Safe Place Program provider pursuant to this Grant:

- (1) The Grantee, as the applicant agency (which is not interpreted as a Safe Place site), shall be accessible to youth twenty-four (24) hours a day three hundred sixty-five (365) days a year.
- (2) Crisis intervention counseling services shall be provided to each youth. Safe Place Programs shall provide or have a formal partnership in place with another provider to provide individual, family, and group counseling on a short and/or long-term basis.
- (3) Options for out-of-home placement of youth shall be available for any youth seeking help through the Safe Place Program on a twenty-four (24) hour a day basis. Age limitations are determined by each agency's licensure and

referrals to age-appropriate placements shall be made for youth who fall outside the agency age limits.

- (4) Youth and community outreach shall be provided to inform youth and the community of services available through the Safe Place Services/Program.
 - (5) Client confidentiality shall be maintained at all levels of outreach (youth, Safe Place sites, Safe Place Program volunteers, Safe Place staff, referrals).
 - (6) The Grantee, as the applicant agency, shall provide appropriately trained and resourced staff to furnish the Safe Place Services/Program in the four (4) program components outlined above in paragraph E of this Section 1.
 - (7) The Grantee, as the applicant agency, shall demonstrate an ability to provide 100% matching resources, excluding the Safe Place pilot increase funds, (cash or in-kind) to maximize delivery of the Safe Place Services/Program in the community.
 - (8) The Grantee, as the applicant agency, shall be able to maintain data collection and entry into the NSP database as required, including the additional FSSA adult outreach and education and youth referral reporting and the follow-up reporting for the DCS Safe Place pilot increase project.
- F. The Grantee is required to attend the annual IYSA Development Retreat(s) at the designated location and time.
- G. As currently stated in DCS' Service Standards, the established Safe Place outcomes, the last Safe Place RFP, and in the paragraph above herein, the Grantee shall comply with the following data collection requirements in order for the Grantee to remain in compliance with the NSP licensing standards:
- (1) The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. In order for the Grantee's Safe Place Program to remain in compliance with the national Safe Place Implementation standards found in the NSP Operational Manual on the Agency Support Center at www.nationalsafeplace.org, the Grantee shall submit all of its Safe Place Services/Program data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of its Safe Place Services/Program delivery.
 - (2) In the event that IYSA or the DCS determines that any of the Grantee's requisite reports fails to comply with the reporting requirement set forth above, IYSA will notify the Grantee by email or phone of the deficiency and the corrective action that is needed. The Grantee shall submit to NSP and IYSA, and DCS if requested, a revised and corrected program report

within fifteen (15) days of the Grantee's receipt of the deficiency notice from IYSA or DCS.

I. Reports and Records Concerning Safe Place Services/Program.

- (1) In addition to meeting the reporting requirements described above, the Grantee agrees to prepare and submit to IYSA or DCS, if requested by IYSA or DCS, any information required by IYSA or DCS for reports and evaluations necessary to monitor Safe Place Services/Program and outcomes. **This requirement covers the additional reporting required for the DCS Safe Place pilot increase project (if applicable) and the reporting for the FSSA Safe Place funds.** The Grantee will provide all information reasonably requested by IYSA or the DCS (in the format requested by IYSA or the DCS) and will cooperate with and assist IYSA and/or DCS in preparing such reports and evaluations. IYSA will attempt to standardize the timing and content of required reports to the extent it can.
- (2) The Grantee shall prepare, maintain, and timely provide to IYSA or DCS, upon request, any statistical reports, program reports, other reports, or other information requested by IYSA or the DCS relating to the Safe Place Services/Program provided by the Grantee pursuant to this Grant in the format requested by IYSA or the DCS, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Grantee of the Safe Place Services/Program specified in this Grant, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Grantee pursuant to this Grant.
- (3) Prompt compliance by the Grantee with a request by IYSA or the DCS to submit program and financial documentation during the term of this Grant is critical to this Grant. A failure of the Grantee to comply with any such request could result in immediate suspension of payments hereunder, termination, or partial termination of this Grant by IYSA.
- (4) In the event that the monthly activity report shows no outreach or service activity, the Grantee must supply IYSA, and DCS, if requested, with written documentation of any other activities, such as site or volunteer recruitment and maintenance, or forfeit that month's program reimbursement.
- (5) In the event the contents of any report is considered deficient by IYSA or the DCS, IYSA will so notify the Grantee in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Grantee shall submit to IYSA any revised or supplemental report within thirty (30) days after the date of the deficiency notice.

- (6) The Grantee shall maintain records as necessary or appropriate to document Safe Place Services/Program provided pursuant to this Grant. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Grantee and the persons who attended those meetings and copies of any reports or other materials representing the work product of any Safe Place Services/Program provided by the Grantee pursuant to this Grant.

J. Project Monitoring.

IYSA shall monitor and review the Grantee's delivery of Safe Place Services/Program during the term of this Grant. The procedure that IYSA uses for monitoring the Grantee may change during the term of this Grant, and the Grantee will be notified of any changes in procedure. The procedure that IYSA uses for monitoring the Grantee may include, but not be limited to, the following:

- (1) Conducting program visits and case file reviews using a tool approved by IYSA or the DCS as a means of ensuring quality service provision;
- (2) The Grantee's successful completion a program review once every two years as demonstrated by 100% compliance on all mandatory review tool items and 75% compliance on all best practice review tool items;
- (3) Review of invoices/claims submitted by the Grantee for payment, in relation to the service components and funding amounts allocated per county for which the Grantee has been selected to provide the Safe Place Services/Program and in relation to the total remuneration amount for this Grant (as such amounts are set forth in Section 2 below and set forth in Award Letter);
- (4) Information received verbally or in writing from IYSA or DCS concerning the Grantee's delivery of Safe Place Services/Program requested or approved;
- (5) Review of the results of Safe Place Services/Program provided in relation to the desired outcomes of those Safe Place Services/Program as stated herein, in the latest Safe Place RFP, and/or in the Grantee's RFP Response; and
- (6) Information contained in any reports and evaluations relating to the Grantee's delivery of Safe Place Services/Program under this Grant.

2. Service Areas.

As set forth herein, the Grantee shall provide the Safe Place Services/Program for the county(ies) for which the Grantee has been chosen by IYSA to provide Safe Place

Services/Program. The Grantee shall provide Safe Place Services/Program for the following counties: Monroe, Greene, and Owen.

3. Grant Funding.

- A. In accordance with and subject to the specifications set forth herein, in the last Safe Place RFP, in the current DCS' Service Standards, in the Award Letter, and in this Grant, and solely for its provision of the Safe Place Services/Program for the county(ies) for which the Grantee has been approved to provide such Safe Place Services/Program, as specified in Section 1 above, IYSA will reimburse Grantee for allowable costs incurred. The Grantee shall bill IYSA monthly based on the billable units/payment points set forth in Award Letter.
- B. All actual cost items and/or pass through cost items related to and/or a part of the Safe Place Services/Program provided pursuant to this Grant shall be at reasonable rates and not above the prevailing market rates.
- C. Besides the VOCA Grant further described in Section 55 of this Grant Agreement, which IYSA may disperse to the Grantee, total remuneration under this Grant shall not exceed **\$16,437.00** for each fiscal year (this amount includes the annual \$8,000 Safe Place pilot increase dollars), minus the annual licensing fee paid for by IYSA.
- D. Payment to the Grantee as provided in this Section will also be subject to the following conditions:
 - (1) Timely completion and submission of data electronically to the NSP as described above.
 - (2) Program activity documented in the monthly reports or through written documentation provided by the Grantee.
 - (3) Timely completion and submission to IYSA or the DCS of the information required for any requisite reports and evaluations necessary to monitor Safe Place Services/Program and outcomes, as required by this Grant.
 - (4) Satisfactory completion and submission to IYSA or the DCS of any applicable work product or other deliverable, as specified in Award Letter, the Safe Place RFP, the Grantee's RFP Response, or in this Grant itself, for Safe Place Services/Program that are provided by the Grantee and/or its subcontractors pursuant to this Grant.
 - (5) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.

- (6) All payments are subject to the State's determination, as administered by IYSA, that the Grantee's performance conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.
- (7) The Grantee shall meet any other Grant conditions to DCS' satisfaction.
- (8) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.
- (7) If this Grant Agreement is terminated by either party prior to the expiration of this Grant Agreement, the State or IYSA may promptly conduct an on-site or other monitoring or auditing of the Grantee's Safe Place Services/Program and complete a services monitoring report.
- (8) Failure to complete the Safe Place Services/Program and expend State or this Grant's funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State, through IYSA's administration, to impose sanctions against the Grantee including, but not limited to, suspension of all Grant payments, and/or suspension of the Grantee's participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all Grant funds expended that are not in the scope of Safe Place Services/Program or the budget the State has approved for this Grant Agreement.

E. Any amount payable to the Grantee pursuant to this Section is subject to reduction:

- (1) to the extent it is not expended by the Grantee as an allowable program cost or consistent with the Grantee's approved budget and cost allocation plan submitted as part of Grantee's RFP Response; and/or
- (2) to correspond to funds appropriated and available from the State for payment under this Grant Agreement. This subsection is separate from and in addition to other Grant Agreement Sections, as this subsection allows the State, through IYSA as administrator, to adjust payments for individual service components/billable units/payment points or overall consideration, to limit payments to available funding.

3. Term.

This Grant shall be effective for a period of twenty-four (24) months. It shall commence on July 1, 2022, and shall remain in effect through June 30, 2024, and is contingent upon continued funding by DCS and the IYSA Youth Service Bureau ("YSB") Fund administration Grant.

4. Access to Records.

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

5. Assignment; Successors; and Subcontracting.

- A. The Grantee shall not assign performance of the whole or any part of this Grant Agreement without IYSA's prior written consent and under provisions deemed appropriate by IYSA.
- B. The Grantee shall require any subcontractor approved by IYSA to comply with the provisions set forth in this Grant Agreement. Further, the Grantee shall remain responsible to IYSA for the performance of any subcontractor and shall monitor the performance of any subcontractor. The Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IYSA or the DCS upon request.
- C. The Grantee binds its successors and assignees to all terms and conditions of this Grant Agreement.

6. Monitoring.

The Grantee shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit and fiscal monitoring requirements.

- (1) The Grantee shall, upon written demand by IYSA or the DCS, be required to repay to IYSA all sums paid by IYSA to the Grantee, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Grantee results in an audit exception, IYSA shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

- (2) IYSA or the DCS has the right to make recommendations and findings in connection with any financial monitoring or audit of the Grantee's operations in regard to this grant funding, and the Grantee agrees to comply with any corrective actions specified by IYSA or the DCS, within the time limits established by IYSA or the DCS.
- (3) The Grantee shall provide to IYSA or the DCS, upon IYSA's or DCS' request, a copy of any document or report prepared and maintained by the Grantee relative to costs incurred in providing the Safe Place Services/Program described in Section 1 and Award Letter.
- (4) Any authorized employee or representative of IYSA or the DCS, shall have the right to enter the premises of the Grantee or any subcontractor of the Grantee and inspect or audit any records or property agreements maintained by the Grantee or its subcontractor in connection with this Grant. The Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Grant available for inspection, review, and audit when requested by an IYSA employee or governmental agent. The Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by an IYSA employee, DCS staff member or designee, or governmental agent.
- (5) Following any site monitoring visit to the Grantee, IYSA or the DCS may provide a written report to the Grantee. IYSA's or the DCS' report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Grantee. In the event that specific corrective action is required, the Grantee will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by IYSA or the DCS. A failure of the Grantee to comply with IYSA's or the DCS' specific directions will be treated as a breach of this Grant. In the case of a dispute, IYSA, and the Grantee will meet at their earliest convenience to resolve the issue in question.

7. Authority to Bind Grantee.

This Section applies if the Grantee is not an individual. The signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee named herein. If the Grantee is a corporation, the signatory represents that he/she has obtained all necessary approval from the board of directors of the Grantee and/or the Grantee's home office (if applicable) to execute this Grant Agreement on behalf of the Grantee. If the Grantee is a limited liability company, the signatory represents that he/she is a manager of the company, or, if the company does not provide for a manager or managers, that he/she is a member duly authorized to execute this Grant Agreement on behalf of the company. If the Grantee is a general or limited partnership, the signatory represents that he/she is a general partner of the partnership. IYSA relies on these representations by the signatory that this Grant Agreement will be fully binding upon the

Grantee organization when his/her signature is affixed, upon acceptance of this Grant Agreement by IYSA.

8. Changes in Work.

The Grantee shall not commence any additional work or change the scope of the work until authorized in writing by IYSA. The Grantee shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Except as provided for below in Section 26 of this Grant Agreement, modification, amendment, or supplementation to the Safe Place Services/Program or terms of this Grant Agreement shall require a formal written modification document that is completed in the same manner as this Grant Agreement and signed by all parties.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (IV-E and IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IYSA as set forth in IC § 4-2-6 et seq., IC § 4-2-7 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee or its agents violate any applicable ethical standards, IYSA may, in its sole discretion, terminate this Grant Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the state of Indiana.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IYSA of any such actions. During the term of such actions, the Grantee agrees that IYSA or the DCS may suspend funding for the Safe Place Services/Program. In the event of IYSA's or DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any minor client, IYSA or DCS may immediately require a temporary suspension of such member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) pending an investigation into the report.

- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by IYSA or its agencies, and IYSA decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the IYSA Board of Directors following the procedures for disputes outlined herein. A determination by the IYSA Board of Directors shall be binding on the parties. Any disbursements that IYSA may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee and any Grantees performing work in connection with the Safe Place Services/Program shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of further work with IYSA and the State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Grantee will give written notice to IYSA and the

State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the state of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Grant Agreement payments, termination of this Grant Agreement and/or debarment of grant opportunities with the state of Indiana for up to three (3) years.

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

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

11. Employment Eligibility Verification

As required by IC § 22-5-1.7-11, the Grantee hereby swears or affirms under the

penalties of perjury that:

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

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

12. Funding Cancellation

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

13. Information Technology Accessibility Standards

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

14. Nondiscrimination

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

Characteristics”). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

15. Condition of Payment.

All services provided by the Grantee under this Grant must be performed to IYSA’s and the State’s reasonable satisfaction, as determined at the discretion of the undersigned IYSA representative and the DCS and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all specifications set forth above in Section 1. IYSA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Grant (including any specification set forth in Section 1 of this Grant Agreement) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

16. Confidentiality of Information.

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee, including, but not limited to, services recipient information received by the Grantee in administering the terms and provisions of this Grant Agreement, may contain confidential and protected information. The Grantee covenants that data, material, and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the Safe Place Services/Program to be performed by Grantee for the State, as administered by IYSA, under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Grantee agrees to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee 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 Grant Agreement.

17. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of

this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

18. Funding Limitations/Cancellation.

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

19. Governing Laws.

This Grant shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

20. Indemnification.

The Grantee agrees to indemnify, defend, and hold harmless IYSA, DCS, and the State of Indiana, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Grant. IYSA, DCS, and the State of Indiana shall not provide such indemnification to the Grantee.

21. Insurance.

- A. The Grantee shall secure and keep in force during the term of this Grant Agreement the following insurance coverage, covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from Grantee's performance under this Grant Agreement:

- (1) Commercial general liability, including Grant Agreement and contractual coverage and errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the

aggregate unless additional coverage is required by IYSA or the DCS. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

- (2) Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Grantee in connection with services provided under this Grant Agreement, not less than \$100,000 in the aggregate.
- (4) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$1,000,000 in the aggregate.

B. The Grantee's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.
- (3) IYSA and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify IYSA and the State under this Grant Agreement shall not be limited by the insurance required in this Grant Agreement.
- (4) The insurance required in this Grant Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to IYSA.

C. The Grantee shall include IYSA and the State as an additional insured on each policy of insurance described above herein.

D. Failure to provide insurance as required in this Grant Agreement may be deemed a material breach of Grant Agreement entitling IYSA to immediately terminate this Grant Agreement. The Grantee shall furnish a certificate of insurance and all endorsements to IYSA before commencement of this Grant Agreement.

22. Licensing Standards.

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant. IYSA will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Grantee shall notify IYSA immediately and IYSA, at its option, may immediately terminate this Grant.

23. Modification.

- A. Except as otherwise set forth in this Section below, this Grant constitutes the entire agreement between the parties and no understandings, agreements, or representations, oral or written, not specified within this Grant will be valid provisions of this Grant.
- B. The parties agree that due to the uncertain availability of state and/or federal appropriated funds and/or the possibility of the need for a reduction in the services provided pursuant to this Grant, the total consideration payable by IYSA as specified in Section 2 of this Grant may be unilaterally decreased by IYSA, with a corresponding reduction in the Grantee's duties and responsibilities, immediately upon the Grantee's receipt of written notice. Such written notice shall be delivered to the Grantee at the address specified below in this Grant via both regular U.S. mail and e-mail. This paragraph does not affect any right of the Grantee to payment for services performed before receipt of such written notice.
- C. IYSA or the DCS may conduct periodic reviews of the anticipated utilization of funds provided by IYSA pursuant to this Grant and/or periodic reviews of the county(ies) for which the Grantee has been chosen to provide the Safe Place Services/Program as set forth above.
- D. Should IYSA (on its own or after it considers a request of the Grantee) determine that any billable unit, payment point, service code, or service component requires modification and such modification requires a revision to the information included in Award Letter, such changes shall not require the execution of a formal amendment to this Grant, but may be accomplished by written notice from IYSA to the Grantee with an accompanying updated Award Letter.
- E. The modifications described above in paragraphs B, C, and D of this Section, even if such modifications may require creation of a revised Award Letter, may be accomplished by letter of notification from IYSA to the Grantee (with any requisite revised Award Letter attached thereto), without the necessity for a formal Grant amendment.

- F. With the exception of the modification procedures permitted pursuant to paragraphs B, C, D, and E of this Section, this Grant may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. Nothing herein shall be construed as a commitment to execute future agreements with the Grantee or to extend this Grant in any way.

24. Notice to Parties.

- A. Whenever any notice, statement or other communication is required under this Grant, it shall be sent via regular U.S. mail and/or e-mailed to the following addresses, unless otherwise specifically advised.

- (1) Notices to IYSA shall be sent and/or e-mailed to:

Robin Donaldson
Chief Operating Officer
Indiana Youth Services Association
303 N. Alabama Street, Suite 210
Indianapolis, IN 46204
E-mail: rdonaldson@indysb.org

- (2) Notices to the Grantee shall be sent and/or e-mailed to:

Victoria Thevenow
Executive Director
615 S Adams Street
Bloomington, IN 47404
vthevenow@co.monroe.in.us

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.

25. Order of Precedence, Incorporation by Reference.

Any inconsistency or ambiguity in this Grant shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; (2) this Grant Agreement; (3) exhibits prepared by IYSA; (4) any written notices given by IYSA to the Grantee (including any attachments thereto) pursuant to Section 26 of this Grant; (5) Award Letter; (6) the most current form of DCS' Service Standards and the Assurances (which are described herein and incorporated by reference into this Grant Agreement); (7) the Safe Place RFP; and (8) the Grantee's RFP Response. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

26. Payment and Fiscal Requirements.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant.
- B. The Grantee shall submit monthly reports on the NSP database for payment pursuant to this Grant. IYSA will notify the Grantee of any change in invoice/claim procedure, and the Grantee shall use whatever invoice/claim forms and documentation are required by IYSA's then current procedure and shall submit the appropriate invoices/claim forms and documentation to IYSA, as directed. Monthly reports will be submitted monthly for Safe Place Services/Program performed during the calendar month(s) preceding the date of the report. The Grantee's invoice must be dated no earlier than the later of (a) the first date the Grantee is entitled to submit a claim for payment under the applicable provision of this Grant. IYSA will then create check requests to submit to the IYSA accounting firm no later than five (5) days after the monthly report due date.
- C. A report will not be deemed to be properly prepared as required above in paragraph B if it is not entered into the NSP database by the 15th of the following month. Any report submitted after the due date will be deemed improperly prepared and will not be paid until the following month.
- D. No costs may be incurred or services provided by the Grantee for reimbursement or payment under this Grant Agreement after the expiration date of the term stated in this Grant Agreement.
- E. Payment of each invoice shall be conditioned on collection and entry of all data required to complete quarterly and annual reports, as provided in this Grant Agreement.
- F. A properly prepared report must be entered within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Grant in order to be eligible for reimbursement. IYSA may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph.
- G. Payment is dependent upon program activity in each month. Activity is reported either through the NSP Database monthly report or, if no outreach and service activity has been provided, by written documentation submitted to IYSA on or prior to the 15th of the month.
- H. The State or IYSA may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Safe Place Services/Program prior to making the first payment under this Grant. All payments are subject to IYSA's or the State's determination that the Grantee's performance to date

conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.

- H. Approval and payment of final billing reports will be conditioned upon receipt and approval of all IYSA-required supportive documentation. As IYSA billing or recordkeeping systems change, the Grantee shall modify its systems to be compatible with IYSA systems. IYSA will provide reasonable notice of any such changes. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
- I. The Grantee shall maintain financial and accounting records deemed necessary by IYSA which identify the specific costs attributable to each service code/billable unit/payment point and/or service component specified in the budget the State has approved for this Grant Agreement and shall use the funds solely for the purposes set forth in this Grant Agreement, in accordance with the terms of this Grant Agreement.
- J. The Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the Grantee.

27. Security and Privacy of Health Information.

- A. This Section applies only to the extent that the Grantee receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC § 16-18-2-12), health records (as defined in IC § 16-18-2-168), or mental health records (as defined in IC § 16-18-2-226), concerning any individual, in connection with performance of any services under this Grant. Any records included in the above definitions in IC § 16-18-2 are referred to herein as "Health Records."
- B. HIPAA. The Grantee agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Grant, to maintain compliance during the term of this Grant and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Grant in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Grant shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Grantee assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (“PHI”), as defined by the regulations, which is made available to or obtained by the Grantee in the course of its work under this Grant. The Grantee agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Grantee receives, maintains, or transmits on behalf of the IYSA or the State:
 - (a) Administrative safeguards under 45 CFR § 164.308
 - (b) Physical safeguards under 45 CFR § 164.310
 - (c) Technical safeguards under 45 CFR § 164.312
 - (d) Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Grant, which includes mechanisms to recover data and/or alternative data storage sites, as determined by IYSA or the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Grant or by applicable law;
- (4) Immediately reporting to the IYSA representative listed in Section 27(A)(1) [Notice to Parties] any security and/or privacy breach directly relating to the work performed for this Grant of which the Grantee becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Grantee and immediately reporting to IYSA’s representative listed in Section 27(A)(1) [Notice to Parties] any use or disclosure by the Grantee, its agent, employees, subcontractors, or third parties of Health Records and/or PHI obtained under this Grant in a manner not provided for by this Grant or by applicable law of which the Grantee becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Grantee provides Health Records or PHI received from, created, or received by the Grantee, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;

- (7) Making the Grantee's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Grantee on behalf of the IYSA available to IYSA or the State upon request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining IYSA's or the State's compliance with applicable law. The Grantee shall immediately notify IYSA's representative listed in Section 27(A)(1) [Notice to Parties] upon receipt by the Grantee of any such request from the Secretary of DHHS or designee, and shall provide IYSA's representative listed in Section 27(A)(1) [Notice to Parties] with copies of any materials made available in response to such a request;
 - (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Grantee include disclosures that must be accounted for;
 - (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Grantee maintains Health Records and/or PHI subject to amendment;
 - (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Grantee;
 - (11) At the discretion of the State, authorizing termination of this Grant if the Grantee has violated a material provision of this Section; and
 - (12) At the termination of the Grant, the Grantee shall return or destroy all Health Records and/or PHI received or created under the Grant. If IYSA determines return or destruction is not feasible, the protections in this Grant shall continue to be extended to any Health Records and/or PHI maintained by the Grantee for as long as it is maintained.
- C. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Grant, the Grantee may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Grantee promises and assures that any such confidential data, material, and information gathered or disclosed to the Grantee for the purposes of this Grant and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of IYSA. The Grantee and IYSA shall comply with applicable requirements under 42 CFR Part 2

and any other applicable federal or state statutory or regulatory requirements. The Grantee shall immediately report any unauthorized disclosures of these records to IYSA's representative listed in Section 27(A)(1) [Notice to Parties].

28. Termination for Breach.

- A. Failure to complete the services and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IYSA or the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to IYSA's or the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Safe Place Services/Program or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State, through IYSA's administration, all funds not spent in conformance with this Grant Agreement.

29. Termination for Convenience

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

30. Travel.

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

31. Waiver of Rights.

No right conferred on either party under this Grant shall be deemed waived, and no breach of this Grant excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IYSA's review, approval or acceptance of, nor payment for, the services required under this Grant shall be construed to operate as a waiver of any rights under this Grant or of any cause of action arising out of the performance of this Grant, and the Grantee shall be and remain liable to IYSA in accordance with applicable law for all damages to IYSA caused by the Grantee's negligent performance of any of the services furnished under this Grant.

32. Criminal and Background Checks.

To ensure Grantee remains in compliance with the Grant, Grantee shall be responsible for

modifying its practices to comply with all applicable federal and state laws, administrative letters, DCS Policies 13.3 and 13.4, which includes, but are not limited to the following:

- A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Grantee or any subcontractor or subcontractor's employee who performs any service or activity pursuant to this Grant ("Covered Personnel"). The Grantee (referred to in this Section as Provider) shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Grant, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved *prior* to the Covered Personnel commencing contractual duties. The Provider has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, subcontractors, and subcontractor's employees who join the Provider or subcontractor(s) after this Grant begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC § 31-27-3-3, subsections (e)(1) and (f). As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, IYSA will furnish the Provider with information on updates and any changes in policy or procedure.
- C. The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the IYSA or DCS or be made available for inspection by authorized representatives of the IYSA or DCS upon request.
- D. At the time the Grantee submits this Grant for signature, and annually upon the anniversary of the effective date of this Grant, the Provider shall collect and verify all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish such documentation related to these Required Checks as IYSA or DCS requests.
- E. National fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Grant. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS Central Office Background Check Unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information contained in any report that it receives

from the Federal Bureau of Investigation through the Indiana State Police. If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Grant and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant Agreement.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Grant Agreement.

33. Penalties/Interest/Attorneys' Fees

IYSA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from IYSA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

34. Fees.

The Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Grant Agreement.

35. Project Budget and Budget Modification

The Grantee shall not spend more than the amount as described in the contract award letter sent separately, nor shall the Safe Place Services/Program's costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of IYSA.

36. Environmental Tobacco Smoke.

The Grantee agrees to comply with all provisions of 20 U.S.C. 6081 et seq., and any regulations promulgated thereunder. In particular, the Grantee agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of health, day care, education or library services to children under the age of eighteen (18) and that it will comply with all applicable requirements of the statute and regulations. The Grantee further agrees that it will require the language of this condition to be included in any subcontractors which contain provisions for services to children.

37. Lobbying Activities.

- A. Grantee agrees to follow all guidelines pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder.
- B. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant Agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".
- C. The Grantee shall require that the language of this certification be included in any subcontractors and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant and any transactions with IYSA. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

38. Religious or Political Activities.

- A. IYSA and the Grantee agree that services provided pursuant to this Grant shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Grantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Grantee certifies that any funding provided by IYSA pursuant to this Grant shall not be used to further any type of political or voter activity.

39. Program Income.

Any program income earned by the Grantee from activities conducted with funds obtained through this Grant Agreement must be maintained and expended by the Grantee in the program from which the funding was derived, in accordance with applicable state and/or federal program rules, regulations, and policies. The Grantee must maintain and provide to IYSA an accounting of all program income earned as a result of funds being provided through this Grant Agreement.

40. Registration to Provide Services in Indiana.

If the Grantee is a corporation, limited partnership, or limited liability company, the Grantee represents and certifies that it has filed all documents required by law with the

Secretary of State of Indiana and that the Grantee is, and will continue to be, authorized to do business in Indiana during the entire term of this Grant Agreement. The Grantee further represents and certifies that it will file any annual report that becomes due during the term of this Grant Agreement, and will at all times remain in good standing with the Secretary of State of Indiana.

Any breach or failure to comply with the provisions of this Section, or any other provision of applicable law relating to maintenance of good standing of Grantee's legal authority to conduct business in Indiana in relation to the services provided under this Grant Agreement, shall be cause for immediate termination of this Grant Agreement

41. Severability.

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

42. Successors and Assignees.

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant Agreement. Except as set forth above herein, the Grantee shall not assign, sublet or transfer any interest in this Grant Agreement without the prior written consent of IYSA.

43. Taxes.

IYSA will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

44. Entire Agreement.

This Grant Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified in this Grant Agreement will be valid provisions of this Grant Agreement. Except in accordance with the provisions provided herein, this Grant Agreement shall not be modified, supplemented, or amended in any manner.

45. Remedies Not Impaired.

No delay or omission of IYSA in exercising any right or remedy under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

46. Waiver of Rights.

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

47. Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified or changed any part of this Grant Agreement.

48. Public Record.

The Grantee acknowledges that IYSA and the State will not treat this Grant as containing confidential information. Use by the public of the information contained in this Grant shall not be considered an act of IYSA or the State.

49. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the IYSA that it is eligible to receive these Grant funds and that the information set forth in Grantee's RFP Response is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its RFP Response.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

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SIGNATURE PAGE

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of this Grant Agreement.

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

Grantee: Youth Services Bureau of Monroe County

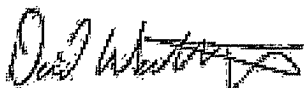
By:  _____

Printed Name: Julie Thomas

Title: Commissioner

Date: 8/10/2022

Indiana Youth Services Association



By: _____
David Westenberg, CEO

Date: May 25, 2022

1504 Safe Place Grant/Fund 9103 Deposits

8/15/2023	May 23 FSSA	\$454.55	27530
8/16/2023	May 23 Pilot	\$666.67	27533
8/16/2023	June 23 Pilot	\$666.63	27533
9/16/2023	July 23 FSSA	\$708.33	27793
9/16/2023	July 23 Pilot	\$489.75	27793
10/16/2023	August 23 Pilot	\$666.67	28091
10/31/2023	June 23 FSSA	\$454.50	28204
11/2/2023	QPR Training - JB	\$495.00	28218
11/21/2023	September Pilot	\$666.67	28379
12/20/2023	October 23 Pilot	\$666.67	28595
1/26/2024	July-Sept 23 FSSA	\$1,250.01	28905
1/29/2024	QPR Training - WG	\$495.00	28906
		\$7,680.45	

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
<input type="checkbox"/> Fund : 9103									
<input type="checkbox"/> Loc : 9624									
20006	00000	332.79	0.00	2,074.00	0.00	2,406.79	1,741.21	665.58	27.65%
30058	00000	1,457.70	0.00	6,223.00	0.00	7,680.70	5,105.26	2,575.44	33.53%
		1,790.49	0.00	8,297.00	0.00	10,087.49	6,846.47	3,241.02	32.13%
		1,790.49	0.00	8,297.00	0.00	10,087.49	6,846.47	3,241.02	32.13%
		1,790.49	0.00	8,297.00	0.00	10,087.49	6,846.47	3,241.02	32.13%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: **Prosecutor** MEETING DATE REQUESTED (*Tentative*): **February 27, 2024**
Request Presenter(s): **Beth Hamlin** Phone: **(812)349-2064**

Was the Council Liaison notified prior to submitting this Agenda Request: **Yes**

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☒ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: **Adult Protective Services Supplemental Funding**

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

We have recently been informed of additional funding that is being provided for Adult Protective Services purposes. The funding initiates from a grant by the Administration of Community Living of the Department of Health and Human Services. It is a pass through grant that comes to us from the Division of Aging. The uses allowed by these funds are restricted as detailed in the contract (attached). The total amount of funding for our unit (Unit 10) is \$12,534.30. Adult Protective Services investigates allegations of abuse or neglect of endangered adults and makes referrals for necessary services. Unit 10 is responsible for these investigations in Monroe, Owen, and Morgan Counties.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

[illegible]

Staff will notify Department when the accounts/additional have been approved/updated.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 2/27/2024
Request Presenter(s): Lisa Ridge Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: Cumulative Bridge Fund

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We are needing to appropriate the funds for the Bayles Road bridge replacement. The account line was not encumbered from the 2023 budget due to it being paid on 12/22/2023, however the check was not processed until 1/3/2024. This has caused a negative balance and we need to have the account line to zero.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

*Council recommends making **ANY** In-House and/or Category Transfers **PRIOR** to requesting additional appropriations.*

MEETING DATE REQUESTED *(Tentative)* : 2/27/2024

Fund Number: 1135

Location Number: 0000

Contact the Council Administrator (Ext. 2516) for new numbers and/or clarification on account numbers.

71

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
Fund : 1135									
Loc : 0000									
13308	00000	0.00	123,241.00	0.00	0.00	123,241.00	62,836.80	60,404.20	49.01%
13314	00000	0.00	104,771.00	0.00	0.00	104,771.00	54,320.00	50,451.00	48.15%
13334	00000	0.00	97,657.00	0.00	0.00	97,657.00	50,750.40	46,906.60	48.03%
13351	00000	0.00	112,986.00	0.00	0.00	112,986.00	58,707.20	54,278.80	48.04%
13352	00000	0.00	99,342.00	0.00	0.00	99,342.00	50,189.02	49,152.98	49.48%
17101	00000	0.00	30,000.00	0.00	0.00	30,000.00	8,421.60	21,578.40	71.93%
17209	00000	0.00	12,500.00	0.00	0.00	12,500.00	9,375.00	3,125.00	25.00%
17601	00000	0.00	1,800.00	0.00	0.00	1,800.00	1,400.00	400.00	22.22%
17899	00000	0.00	10,000.00	0.00	(10,000.00)	0.00	0.00	0.00	0.00%
18001	00000	0.00	121,580.00	0.00	0.00	121,580.00	75,395.00	46,185.00	37.99%
18101	00000	0.00	45,312.00	0.00	(765.00)	44,547.00	21,798.63	22,748.37	51.07%
18201	00000	0.00	80,636.00	0.00	0.00	80,636.00	40,879.43	39,756.57	49.30%
20002	00000	0.00	5,000.00	0.00	0.00	5,000.00	325.00	4,675.00	93.50%
21170	00000	0.00	30,000.00	0.00	0.00	30,000.00	3,659.46	26,340.54	87.80%
23411	00000	0.00	100,000.00	0.00	0.00	100,000.00	49,236.98	50,763.02	50.76%
23940	00000	0.00	20,000.00	0.00	0.00	20,000.00	735.62	19,264.38	96.32%
23950	00000	27,022.06	320,000.00	0.00	(10,404.23)	336,617.83	176,143.90	160,473.93	47.67%
23960	00000	0.00	250,000.00	150,000.00	60,404.23	460,404.23	294,082.06	166,322.17	36.13%
23970	00000	2,325.00	20,000.00	0.00	0.00	22,325.00	7,648.38	14,676.62	65.74%
30028	00000	0.00	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00%
30041	00000	0.00	10,799.00	0.00	156.64	10,955.64	5,396.64	5,559.00	50.74%
30061	00000	28,679.44	45,000.00	0.00	(156.64)	73,522.80	13,088.65	60,434.15	82.20%
30200	00000	0.00	67,047.00	0.00	0.00	67,047.00	0.00	67,047.00	100.00%
30219	00000	0.00	10,000.00	0.00	0.00	10,000.00	1,090.00	8,910.00	89.10%
30321	00000	60,949.25	90,000.00	0.00	(21,350.00)	129,599.25	14,801.00	114,798.25	88.58%
30500	00000	0.00	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00%
30700	00000	0.00	200,000.00	0.00	0.00	200,000.00	38,725.94	161,274.06	80.64%
31313	00000	0.00	30,000.00	0.00	82,029.00	112,029.00	110,937.04	1,091.96	0.97%
31585	00000	0.00	2,000.00	0.00	(80.00)	1,920.00	0.00	1,920.00	100.00%

Acct	Obj	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
32113	00000	0.00	6,000.00	0.00	0.00	6,000.00	55.00	5,945.00	99.08%
32301	00000	0.00	100,000.00	0.00	(982.50)	99,017.50	39,681.75	59,335.75	59.92%
32319	00000	227,499.80	150,000.00	0.00	0.00	377,499.80	123,146.75	254,353.05	67.38%
32332	00000	1,105,499.63	170,000.00	0.00	(50,000.00)	1,225,499.63	1,058,861.59	166,638.04	13.60%
33008	00000	0.00	34,314.00	0.00	2,995.77	37,309.77	37,285.97	23.80	0.06%
38230	00000	0.00	20,000.00	0.00	0.00	20,000.00	879.32	19,120.68	95.60%
39236	00000	0.00	20,000.00	0.00	982.50	20,982.50	10,982.50	10,000.00	47.66%
39270	00000	22,294.00	100,000.00	0.00	(50,000.00)	72,294.00	0.00	72,294.00	100.00%
39342	00000	24,341.30	250,000.00	0.00	0.00	274,341.30	126,269.30	148,072.00	53.97%
39388	00000	260,268.10	0.00	0.00	(10,679.00)	249,589.10	0.00	249,589.10	100.00%
39391	00000	0.00	300,000.00	0.00	0.00	300,000.00	43,988.75	256,011.25	85.34%
39404	00000	44,251.61	255,000.00	0.00	(2,915.77)	296,335.84	78,648.00	217,687.84	73.46%
40001	00000	300,087.58	0.00	20,000.00	0.00	320,087.58	317,155.51	2,932.07	0.92%
41104	00000	0.00	470,000.00	0.00	0.00	470,000.00	0.00	470,000.00	100.00%
60100	00000	0.00	0.00	0.00	0.00	0.00	1,107,082.80	(1,107,082.80)	0.00%
		2,103,217.77	3,926,985.00	170,000.00	(10,765.00)	6,189,437.77	4,093,980.99	2,095,456.78	33.86%
		2,103,217.77	3,926,985.00	170,000.00	(10,765.00)	6,189,437.77	4,093,980.99	2,095,456.78	33.86%
		2,103,217.77	3,926,985.00	170,000.00	(10,765.00)	6,189,437.77	4,093,980.99	2,095,456.78	33.86%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 2/27/2024
Request Presenter(s): Lisa Ridge Phone:

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☒ Additional Appropriation(s)

Fund Name: County Major Bridge

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment Effective Date of Amendment:

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

We are needing to appropriate the funds for our Fullerton Pike, Phase III project. The account line was not encumbered from the 2023 budget.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Council recommends making ANY In-House and/or Category Transfers PRIOR to requesting additional appropriations.

MEETING DATE REQUESTED *(Tentative)*: 2/27/2024

Fund Number:	1171	Location Number:	0000
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0000

TOTAL REQUEST	6,500,000.00
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Staff will notify Department when the accounts/additionals have been approved/updated.

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
Fund : 1171									
Loc : 0000									
39244	00000	2,692,972.90	2,428,496.00	0.00	0.00	5,121,468.90	157,959.19	4,963,509.71	96.92%
39245	00000	2,119,193.66	2,228,496.00	0.00	0.00	4,347,689.66	85,904.68	4,261,784.98	98.02%
39945	00000	0.00	1.00	0.00	0.00	1.00	0.00	1.00	100.00%
		4,812,166.56	4,656,993.00	0.00	0.00	9,469,159.56	243,863.87	9,225,295.69	97.42%
		4,812,166.56	4,656,993.00	0.00	0.00	9,469,159.56	243,863.87	9,225,295.69	97.42%
		4,812,166.56	4,656,993.00	0.00	0.00	9,469,159.56	243,863.87	9,225,295.69	97.42%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (*Tentative*): 2/27/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☐ Category

Fund Name:

☒ Fund to Fund

Fund Name A: 2023 GO Bond Capital Projects

Fund Name B: Liberty Drive to Karst Trail

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☒ De-Appropriation of Account Lines

Fund Name: 2023 GO Bond Capital Projects

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The project was recently awarded to the contractor of Crider and Crider. We are required to pay our 20% match of this project from our grant fund. Part of the funds were originally appropriated in the 2023 GO Bond. We are requesting to De-Appropriate in that fund account line and to transfer the cash to cash from the account to the grant fund for the 20% match. The remainder of the 20% match will be coming from the Westside TIF fund.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ⁷⁷any questions regarding the Agenda Request Form.

Please contact the Council Administrator to confirm all steps involved for this type of request.

TRANSFER FROM:

FUND NUMBER: 4817

TRANSFER TO:

FUND NUMBER: 8172

GRAND TOTALS MUST MATCH!

Auditor's Staff will contact Department when transfer is completed.

REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

Please contact the Council Administrator to confirm all steps involved for this type of request.

DEPARTMENT: Highway

MEETING DATE REQUESTED *(Tentative)*: 2/13/2024

Fund Name: 2023 GO Bond Capital Projects

Fund Number: 4817

Location Number: 0000

[illegible]

Council Staff will notify Department when the De-Appropriation has been completed.

Contact the Council Administrator (Ext. 2516) with any questions regarding your request.

**Monroe County Board of Commissioners Agenda Request Form**Date to be heard Formal ☒Work session ☐Department Title to appear on Agenda: Vendor # **Executive Summary:**

The agreement is for construction of the extension of the Karst Trail. The extension begins at Liberty and SR 45, follows Constitution Avenue, to Curry Pike, straight west to the Karst Trail at the railroad (Gifford Road curve).

22-0293**Fund Name(s):****Fund Number(s):****Amount(s)****Presenter:** **Speaker(s) for Zoom purposes:****Name(s)****Phone Number(s)***(the speaker phone numbers will be removed from the document prior to posting)***Attorney who reviewed:**

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT
CONTRACT #000000000000000000068050

2022017614 MIS \$0.00
12/19/2022 09:54:51A 17 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Des. No.: 1900405

UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **MONROE COUNTY**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

C. Notices to the LPA shall be sent to:

Monroe County
100 West Kirkwood Avenue
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in Attachment A (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. 1904005
Program: Group II - Local Transportation Alternatives
Type of Project: Bike and Pedestrian facilities
General Scope/Location: Liberty Drive, connecting to Kast Trail

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in

accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A, which is attached hereto and incorporated herein by referenced, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.

2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:

- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:

- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment A, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to Attachment A or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment A (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project

shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.

- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply; but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- 6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
- C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

- 6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

6.6.6. As required by IC §5-22-3-7:

- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. **Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
 - 6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
 - 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
 - 6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 - 6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug

counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. **Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

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

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

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

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

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

6.15. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

6.16. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. **Non-Discrimination.**

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

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

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the

Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

- A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities),
OR
- B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua
Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

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

6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Nori-Collusion

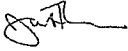
The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly,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

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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

MONROE COUNTY

By: 
Title: Commissioner
Date: 12/7/2022

Indiana Department of Transportation

By: _____
Title: _____
Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on March 22, 2022.
F2-16

ATTACHMENT A

PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
 _____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT; as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80 % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, November 29, 2022, the maximum amount according to the TIP dated September 10, 2021 is \$ 155,801.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment A of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

DES #: 1900405

CONTRACT #: R 41898		LEAD: 1900405		ORIGIN #: 1900405		STATUS: Active	
LETTING DATE: 01/18/2024		CONTRACT AWARD DATE: 01/26/2024		FCR COMPLETE DATE:		FINAL AUDIT DATE:	
FEDERAL PLACE CODE: Bloomington		PROGRAM CLASS: Group II				ROAD INFORMATION	
SPECIAL FUND CATEGORY: Transportation Alternatives		URBANIZED AREA: Bloomington				TRANSPORTATION SYSTEM: Multiple	
ADDL'L ELEMENTS:		ROUTE #: ST - 1066				URBAN OR RURAL: => 50,000	
SPONSORED BY: Monroe County		LOCATION: Liberty Drive connection to Karst Trail				NUMBER OF LANES: 2	
MANAGED BY: Local		WORK TYPE: Bike/Pedestrian Facilities				CURRENT ADT/YEAR:	
FHWA OVERSIGHT/PODI: Assumed/Locally Administere		WORK CATEGORY: Local Transportation Alternatives				FUNCTIONAL CLASS: Local	
WORK ZONE IMPACT:		LPA DESIGNED CERTIFIED: No					
DS DESIGNER: Consultant Local		ALTERNATE BID:		ROUTE TRANSFER:			
		FROM RP: + TO RP: +		TRANSFER CODE:		LAND ACQUISITION INFORMATION	
		LON: -86 59 26 LAT: 39 19 30		TRANSFER TYPE:		LAND ACQ CODE: -805	
		ASSET GROUP:		PROGRAM YEAR: 2024		LRS # OF PARCELS: 9	
				SCORE:		SPMS # OF PARCELS:	

MANAGEMENT TYPE		NAME		DISTRICT	SUBDISTRICT	COUNTY	LENGTH	CONGRESSIONAL DISTRICT(S)	
ERC		Ridge, Lisa		Seymour		Monroe	0.00 miles	District 9	
Program Manager		Fischvogt, Brandi			Bloomington Sub				
Project Manager		Walker, Matthew							
Project Designer		Valmore, Douglas							
Area Engineer		Wren, Rachel							

ACTIVITY MILESTONE -TASK	PLANNED START DATE	ACTUAL START DATE	PLANNED FINISH DATE	ACTUAL FINISH DATE	UPDATED DATE	UPDATED BY	PERSON RESPONSIBLE	PHONE
Project Started	01/31/2019	01/31/2019	02/01/2019	01/31/2019	04/14/2023	Walker, Matthew		
Designer Selection & Assignment	02/01/2019	02/01/2019	06/27/2021	06/26/2019	04/14/2023	Walker, Matthew		
Early Coordination Meeting	06/27/2021	06/27/2019	10/25/2021	10/25/2021	04/14/2023	Walker, Matthew		
Final Environment Document Approval	10/25/2021	10/25/2021	03/23/2022	07/23/2022	04/14/2023	Walker, Matthew		
Utility Coordination	10/25/2021	10/25/2021	01/17/2023	01/17/2023	10/05/2023	Walker, Matthew	David Henkel, CHA Consulting, Inc.	(317) 780-7227
Railroad Coordination	10/25/2021	10/25/2021	01/17/2023	01/17/2023	10/05/2023	Walker, Matthew	Lisa Ridge, Monroe County	(812) 349-2555
R/W Certification for Letting	10/25/2021	10/25/2021	12/02/2022	10/23/2023	12/22/2023	Walker, Matthew		
Stage 3 Design (61-90%)	07/23/2022	07/23/2022	04/03/2023	04/03/2023	10/05/2023	Walker, Matthew	David Henkel, CHA Consulting, Inc.	(317) 780-7227
Ready For Contracts	04/03/2023	04/03/2023	10/25/2023	10/25/2023	12/22/2023	Walker, Matthew		

TOTAL EST			PROJECT #	FUNDING PROGRAM	BUDGET TRACKING: No	TRAFFIC INFORMATION
PROJECT COSTS			Phase Project Number			SIGNALS REQ:
PE1	\$0.00	07/28/2021	CN	190040500LC5	2024 CN Bloomington MPO	
PE2	\$0.00	01/19/2019			2023 PE1 Bloomington MPO	
RW1	\$0.00	07/28/2021			2023 RW1 Local Funds	
RW2	\$0.00	01/19/2019			2023 PE1 Local Funds	
UT1	\$0.00	01/19/2019			2024 CN Local Funds	
UT2	\$0.00	01/19/2019			2024 CE Local Funds	
RR1	\$0.00	01/19/2019			2021 PE1 Local Funds	
RR2	\$0.00	01/19/2019			2024 CN Local Transportation Alternatives Program	
CN	\$2,972,224.00	01/28/2024				
CE	\$0.00	10/19/2021				
RQP	\$0.00	01/19/2019				
WZP	\$0.00	01/19/2019				
Total	\$2,972,224.00					

PROJECT ASSETS		
ASSET TYPE	ASSET #	ESTIMATED COST

100



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

Bill To:

Monroe County
501 n Morton Street, Suite 216
Bloomington IN 47404

Customer No:

CST000001755

Invoice:

000080979

Invoice Date:

1/30/2024

Invoice Type:

LPA

AMOUNT DUE: \$594,444.80

***** Payment is Due Upon Receipt of Invoice *****

Line	Product Description	Quantity	Unit Amt	Net Amount
1	DES 1904005	1.00	97,302.25	97,302.25
	R-41898-A DES 1904005 Bike and Pedestrian Facilities Monroe County; Seymour District			
2		1.00	497,142.55	497,142.55

Subtotal: \$594,444.80

Amount Due: \$594,444.80

Payment Options

See Reverse Side



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N758-AR
Indianapolis, Indiana

PHONE: (800) 745-4308
FAX: (317) 234-7814

Eric Holcomb, Governor
Michael Smith, Commissioner

- To make a credit card payment by telephone, call: 1-800-745-4308

- OR RETURN THIS PORTION WITH YOUR PAYMENT

Department of Transportation
Attention: Agent Cashier
IGC-N758-AR
100 N. Senate Ave.
Indianapolis, IN 46204

Invoice: 000080979

Amount Paid \$ _____

☐ Visa ☐ Mastercard ☐ Discover ☐ Check/Money Order

Name on Card _____

Card Number _____

(Name must appear as exactly as on card)

CID (3 or 4 digit security code) _____

Expiration Date _____

Billing Address _____

Signature Required: _____

Date _____



Report Summary

Printed On: 1/30/2024 10:35:07 AM
Invoices: 1
Process Instance: 33323964

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
Fund : 4817									
Loc : 0000									
30013	00000	0.00	0.00	76,500.00	0.00	76,500.00	25,750.00	50,750.00	66.34%
30130	00000	0.00	0.00	148,000.00	0.00	148,000.00	0.00	148,000.00	100.00%
40002	00000	0.00	0.00	200,000.00	0.00	200,000.00	0.00	200,000.00	100.00%
41002	00000	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	100.00%
41003	00000	0.00	0.00	562,831.00	0.00	562,831.00	0.00	562,831.00	100.00%
42100	00000	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	100.00%
42101	00000	0.00	0.00	757,500.00	0.00	757,500.00	0.00	757,500.00	100.00%
42102	00000	0.00	0.00	170,000.00	0.00	170,000.00	0.00	170,000.00	100.00%
47150	00000	0.00	0.00	860,000.00	0.00	860,000.00	0.00	860,000.00	100.00%
47881	00000	0.00	0.00	2,400,000.00	0.00	2,400,000.00	0.00	2,400,000.00	100.00%
48011	00000	0.00	0.00	117,009.00	0.00	117,009.00	102,991.00	14,018.00	11.98%
		0.00	0.00	6,091,840.00	0.00	6,091,840.00	128,741.00	5,963,099.00	97.89%
		0.00	0.00	6,091,840.00	0.00	6,091,840.00	128,741.00	5,963,099.00	97.89%
		0.00	0.00	6,091,840.00	0.00	6,091,840.00	128,741.00	5,963,099.00	97.89%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Highway MEETING DATE REQUESTED (Tentative): 2/27/2024
Request Presenter(s): Lisa Ridge Phone: 812-349-2555

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☐ Category

Fund Name:

☒ Fund to Fund

Fund Name A: 4920 Westside Econ Dev/Rich Twp TIF

Fund Name B: Liberty Drive to Karst Trail

☐ Salary Ordinance Amendment Effective Date of Amendment:

☒ De-Appropriation of Account Lines

Fund Name: Westside TIF

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The project was recently awarded to the contractor of Crider and Crider. We are required to pay our 20% match of this project from our grant fund. \$430,000.00 of the match (\$594,444.80) is from the 2023 GO Bond Capital Projects and the remainder of the match will need to be from the Westside TIF. We are requesting to De-Appropriate in that fund account line and to transfer the cash to cash from the account to the grant fund for the 20% match.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

Please contact the Council Administrator to confirm all steps involved for this type of request.

TRANSFER FROM:

FUND NUMBER: 4920

TRANSFER TO:

FUND NUMBER: 8172

106

REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

Please contact the Council Administrator to confirm all steps involved for this type of request.

DEPARTMENT: Highway

MEETING DATE REQUESTED *(Tentative)*: 2/27/2024

Fund Name: 4920 Westside Econ Dev/Rich Twp TIF

Fund Number: 4920

Location Number: 0000

[illegible]

Council Staff will notify Department when the De-Appropriation has been completed.

Contact the Council Administrator (Ext. 2516) with any questions regarding your request.

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
Fund : 4920									
Loc : 0000									
30036	00000	142,876.00	0.00	107,876.00	(35,000.00)	215,752.00	0.00	215,752.00	100.00%
31180	00000	0.00	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00%
31219	00000	57,128.62	0.00	55,846.12	0.00	112,974.74	1,282.50	111,692.24	98.86%
31257	00000	5,136.12	0.00	623,590.69	885,000.00	1,513,726.81	266,545.43	1,247,181.38	82.39%
31345	00000	196,325.49	100,000.00	243,700.49	0.00	540,025.98	2,625.00	537,400.98	99.51%
32310	00000	833,279.68	0.00	33,279.68	(800,000.00)	66,559.36	0.00	66,559.36	100.00%
33055	00000	0.00	18,000.00	0.00	0.00	18,000.00	7,500.00	10,500.00	58.33%
37525	00000	0.00	2,376,377.00	0.00	(20,364.60)	2,356,012.40	1,590.00	2,354,422.40	99.93%
39200	00000	0.00	540,000.00	0.00	20,364.60	560,364.60	290,364.60	270,000.00	48.18%
39945	00000	376,596.30	1,362,410.00	444,360.95	(50,000.00)	2,133,367.25	695,940.70	1,437,426.55	67.38%
		1,611,342.21	4,402,787.00	1,508,653.93	0.00	7,522,783.14	1,265,848.23	6,256,934.91	83.17%
		1,611,342.21	4,402,787.00	1,508,653.93	0.00	7,522,783.14	1,265,848.23	6,256,934.91	83.17%
		1,611,342.21	4,402,787.00	1,508,653.93	0.00	7,522,783.14	1,265,848.23	6,256,934.91	83.17%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Health MEETING DATE REQUESTED (*Tentative*): 02/27/2024
Request Presenter(s): Lori Kelley Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☒ Transfer of Funds

☒ Category

Fund Name: Local Public Health Service

☐ Fund to Fund

Fund Name A:

Fund Name B:

☐ Salary Ordinance Amendment *Effective Date of Amendment:*

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Health Department is requesting to move \$10,606.50 from the Contractual line to the Part-time and FICA lines in order to have additional funding to hire a seasonal/temporary environmental specialist assistant. The Health Administrator submitted a budget revision request to the Indiana Department of Health through the required RedCap portal, and received confirmation of approval on 2/19/2024.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ¹⁰⁹any questions regarding the Agenda Request Form.

Council recommends making any In-House Transfers PRIOR to requesting a Category Transfer.

MEETING DATE REQUESTED *(Tentative)*: 2/27/2024

Fund Number: 1161

Location Number: 0000

Account Number	Account Description	Amount Requested
300006	Contractual	\$10,606.50
GRAND TOTAL		10,606.50

[illegible]

Council Staff will notify Department when the approved transfer has been completed.

From: [Matern, Michelle](#)
To: [Lori Kelley](#)
Subject: RE: Budget Revision Request
Date: Monday, February 19, 2024 9:04:05 AM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)

Hey Lori,

That is an approved expense since it is meeting a core service and delivery. We are working on your formal approval letter. Please let us know if your council does not approve the change. Thanks.

Michelle Matern, MHA *(she/her)* | **Regional Director**

Southern Region- Local Health Services

mobile: 317-646-0073

mmatern@health.in.gov

health.in.gov



Confidentiality Statement: This message and any attachments may be confidential. If you are not the intended recipient, please 1) notify me immediately; 2) do not forward the message or attachment; 3) do not print the message or attachment; and 4) erase the message and attachment from your system.

From: Lori Kelley <lkelley@co.monroe.in.us>
Sent: Monday, February 19, 2024 8:57 AM
To: Matern, Michelle <MMatern@health.in.gov>
Subject: Budget Revision Request

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Hi Michelle,

Hope things are going well. I wanted to check in on a budget revision request I submitted through the RedCap portal on 2/16/2024 to move \$10,606.50 from professional services to part-time salary expenses. Could you confirm if this has been approved so that I can follow through with gaining approval from our County Council.

Thank you,



Lori Kelley, MA, CFRM, MHA, RT (R)(CT)(MR) | *Health Administrator*
Monroe County Health Department
119 West 7th Street | Bloomington, IN 47404
Phone: 812-349-2068 | **Fax:** 812-349-7346



To protect, promote and improve the health of all people in Monroe County.

CONFIDENTIALITY NOTICE: This message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Health MEETING DATE REQUESTED (*Tentative*): 2/27/2024
Request Presenter(s): Lori Kelley Phone: 812-349-2068

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

☐ Creation of Account Line(s) and/or ☐ Additional Appropriation(s)

Fund Name:

☐ Transfer of Funds

☐ Category

Fund Name:

☐ Fund to Fund

Fund Name A:

Fund Name B:

☒ Salary Ordinance Amendment *Effective Date of Amendment:* 2/26/2024

☐ De-Appropriation of Account Lines

Fund Name:

☐ Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

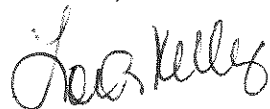
The Health Department is requesting an adjustment to the salary ordinance for account line 17301 Board Members, from paid \$400 per year - per person to \$1,200 per year - per person, which was submitted in the 1159 budget during the 2023 budget hearings. The Health Administrator just identified this was not adjusted in the 2024 salary ordinance.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with ¹¹³any questions regarding the Agenda Request Form.

Obj	Acct	Acct Description	2024 Req Budget	2024 Notes	2023 Adopted Budget	2023 Add/Adj Budget	2023 Total Budget	2023 Expend	2022 Adopted Budget	2022 Add/Adj Budget	2022 Total Budget	2022 Expend	2021 Total Budget	2021 Expend
<input checked="" type="checkbox"/> Loc : 0000														
<input checked="" type="checkbox"/> Loc Description : No Department														
	00000 10067	Financial Manager	46,028		50,378	0	50,378	30,747	46,137	4,335	50,472	49,585	44,736	44,736
	00000 10101	Health Commissioner			26,700	0	26,700	17,457	25,426		25,426	25,425	24,934	24,934
	00000 10102	Administrator	70,887		62,026	0	62,026	39,733	70,889	1,866	72,755	72,755	65,338	65,338
	00000 10103	Registrar	47,653		41,697	0	41,697	25,906	50,469	(1,111)	49,358	38,314	34,453	31,249
	00000 10104	Assistant Vital Statistics Reg	36,455		36,455	0	36,455	18,600	34,726		34,726	34,655	31,650	26,948
	00000 10105	Assistant Vital Statistics Reg	38,366		38,366	0	38,366	24,644	34,726		34,726	29,383	30,339	28,359
	00000 10109	Waste Water Sanitarian	46,028		46,028	0	46,028	23,481	43,826		43,826	43,296	42,382	37,968
	00000 10110	Waste Water Sanitarian	50,669		52,689	0	52,689	31,464	48,249	1,702	49,951	49,951	46,761	46,429
	00000 10111	Environmental Health Specialis	48,448		48,449	0	48,449	30,095	43,826		43,826	42,646	14,057	4,946
	00000 10112	Sr. Community Health Specialis	50,669		50,669	0	50,669	33,130	43,426	4,822	48,248	48,248	45,718	40,368
	00000 10113	Food Sanitarian	46,028		46,028	0	46,028	28,978	46,137		46,137	44,366	42,442	33,091
	00000 10114	Food Sanitarian	46,028		48,449	0	48,449	28,512	43,826		43,826	43,826	40,586	39,596
	00000 10116	Chief Food Sanitarian	48,121		50,669	0	50,669	28,256	48,249		48,249	47,896	44,736	44,736
	00000 10117	Sr. Environ Health Specialist	57,749		57,749	0	57,749	37,759	55,001		55,001	55,000	46,701	46,701
	00000 10118	Public Health Coordinator	50,378		48,449	0	48,449	31,678	46,137		46,137	46,137	42,442	42,442
	00000 10181	Enviro Health Specialist/Temp	46,028		46,028	0	46,028	20,126	41,533		41,533	31,948	26,529	26,442
	00000 11002	Administrative Assistant	36,455		36,455	0	36,455	22,586	32,888	(384)	32,504	29,960		
	00000 17601	Longevity	9,600		9,400	0	9,400	5,400	10,200		10,200	9,800	11,100	9,900



Obj	Acct	Acct Description	2024 Req Budget	2024 Notes	2023 Adopted Budget	2023 Add/Adj Budget	2023 Total Budget	2023 Expend	2022 Adopted Budget	2022 Add/Adj Budget	2022 Total Budget	2022 Expend	2021 Total Budget	2021 Expend
	00000 17801	Part-Time	105,000		105,000	0	105,000	14,111	105,000	(12,709)	92,291	21,390	101,821	40,843
	00000 18001	FT Self Insurance	221,688		228,000	0	228,000	171,000	209,000		209,000	209,000	185,500	161,000
	00000 18101	FICA	76,908		81,931	(4,054)	77,877	40,991	75,089	440	75,529	63,786	63,364	49,314
	00000 18201	PERF	126,654		127,911	0	127,911	76,680	122,624	815	123,439	116,254	100,732	86,590
	00000 20011	Other Supplies	10,000		11,300	0	11,300	6,155	11,300		11,300	8,526	10,000	9,107
	00000 20100	Fuel	5,000		5,000	0	5,000	1,506	5,000		5,000	2,847	5,000	1,977
	00000 21050	Medical Supplies	1,000		1,000	0	1,000	34	1,000		1,000		5,000	
	00000 22210	Education & Public Info	2,500		2,500	0	2,500	72	2,500		2,500	699	3,000	407
	00000 22211	Environmental Health	4,000		5,250	0	5,250	1,287	4,750		4,750	1,490	3,000	847
	00000 22218	Clothing Allotment	1,500	employees assisting wastewater only \$250/ea	1,000	0	1,000	0						
	00000 26400	Uniforms	7,000	county labled shirts and jackets	500	0	500	0	500		500	348	500	135
	00000 30003	Printing & Subscriptions	5,000		4,200	0	4,200	1,557	3,900		3,900	2,506	3,900	3,739
	00000 30004	Repairs; Equipment/Vehicl e	500		500	0	500	0	800		800	45	100	
	00000 30006	Contractual	53,200	Health Officer/Medical director salary	1,400	9,627	11,027	0	1,400		1,400		1,400	
	00000 30007	Official Bond	300		300	0	300	140	425		425	181	425	383
	00000 30021	Phones & Pagers	20,000	additional needs field staff-ehs	4,000	0	4,000	1,075	4,000	(2,001)	1,999	1,359	4,000	1,609
	00000 30028	Training/Travel	40,000		22,000	0	22,000	10,816	20,000	(2,707)	17,293	10,387	17,675	7,386



Obj	Acct	Acct Description	2024 Req Budget	2024 Notes	2023 Adopted Budget	2023 Add/Adj Budget	2023 Total Budget	2023 Expend	2022 Adopted Budget	2022 Add/Adj Budget	2022 Total Budget	2022 Expend	2021 Total Budget	2021 Expend
	00000 30041	Software	25,000		25,000	0	25,000	0						
	00000 30190	Promotion & Advert	5,000		22,000	0	22,000	4,914	22,000	3,662	25,662	24,461	22,000	10,150
	00000 30275	Office Lease	3,500		3,000	0	3,000	1,882	3,000		3,000	2,398	3,000	2,206
	00000 30801	Postage & Freight	10,000		6,000	0	6,000	5,187	5,000		5,000	4,450	5,000	3,758
	00000 32401	Assessment	1,000		2,000	0	2,000	0	4,000	3,050	7,050	7,025	4,000	200
	00000 32410	Personal Health Care	252,000		227,422	10,000	237,422	152,793	221,872	(20,000)	201,872	118,714	262,000	257,600
	00000 32411	Accreditation Related Services	16,000		16,000	(9,627)	6,373	0	9,000	(7,050)	1,950	1,631	7,845	1,129
	00000 32412	Vaxcare	10,000		10,000	60,000	70,000	51,873	4,000	37,950	41,950	22,752	4,755	4,753
	00000 32420	Environmental Health Care	3,500		3,500	0	3,500	1,351	3,500	(1,000)	2,500	1,305	3,000	1,260
	00000 32710	Special Services			325	0	325	0					0	
	00000 32740	Immunization Expense			168,000	(46,000)	122,000	0		725,000	725,000	546,145		
	00000 33010	Refunds	800		800	1,000	1,800	980	800		800	755	1,200	850
	00000 33050	Vehicle Maintenance	2,000		2,000	0	2,000	1,125	2,000		2,000	1,069	2,700	2,356
	00000 20009	Other Automotive	1,000		1,000	0	1,000	0	800		800		800	
	00000 40001	Equipment			0	0	0	0	15,300	(12,950)	2,350	2,350		
	00000 17301	Board Members	8,400		2,800	0	2,800	467	2,800		2,800	2,333	2,800	2,400
	00000 10122	Environmental Hlth Servs Mgr	57,021		54,182	0	54,182	35,754	51,597		51,597	49,858	17,024	10,214
	00000 60100	Transfer Out Fund To Fund			0	0	0	0			0	25,000		
	00000 10123	Population Hlth Outreach Mgr	59,314		59,314	0	59,314	38,782	56,475		56,475	56,475	17,024	9,545



Obj	Acct	Acct Description	2024 Req Budget	2024 Notes	2023 Adopted Budget	2023 Add/Adj Budget	2023 Total Budget	2023 Expend	2022 Adopted Budget	2022 Add/Adj Budget	2022 Total Budget	2022 Expend	2021 Total Budget	2021 Expend
	00000 16800	Transitional Temp Training Pos	12,000							5,814	5,814	5,430		
	00000 17899	Retention Bonus Supplemental			53,000	(53,000)	0	0						
			1,922,375		2,054,819	(32,054)	2,022,765	1,099,084	1,735,103	729,544	2,464,647	2,054,160	1,493,469	1,263,941

ORDINANCE # 2024-14
ORDINANCE MODIFYING FOOD AND BEVERAGE TAX IN MONROE COUNTY

WHEREAS, on December 12, 2017, the Monroe County Council, pursuant to the authority of Indiana Code §6-3-41 et seq. adopted ordinance 2017-51, “An Ordinance Adopting a Food and Beverage Tax in Monroe County; and,

WHEREAS, during the 2023 state Legislative session code sections impacting the Food and Beverage Tax were added or changed; and

WHEREAS, the Monroe County Council recognizes the importance of amending the 2017 Ordinance establishing the Food and Beverage tax to incorporate recently codified changes to the Food and Beverage statutes. Accordingly, Section 6, Section 7, Section 8, and Section 9 are amended herein and will replace corresponding Sections in Ordinance 2017-51 in the section’s entirety. Section 10 shall be an added section as it is not otherwise provided for in Ordinance 2017-51. Unless otherwise stated herein by this Ordinance, Ordinance 2017-51 remains unchanged and in full effect.

NOW, THEREFORE, BE IT ORDAINED by the Monroe County Council of Monroe County that the following amendments:

1) Section 6: COUNTY FOOD AND BEVERAGE TAX RECEIPTS FUND; USE OF FUND

The County’s share of county food and beverage tax revenue deposited in the county food and beverage tax receipts fund may only be used to finance, refinance, construct, operate, or maintain a convention center, a conference center, or related tourism or economic development projects.

The County must develop a written plan before December 1 of each year that includes the:

- a) Proposed use of the funds for the upcoming year;
- b) Detailed use of funds in the current and prior calendar years; and
- c) Fund balance as of January 1 of the current calendar year.

The written plan must be submitted to State Board of Accounts and be made available on the department’s computer gateway within thirty (30) days of submission.

The County must spend the money in the county food and beverage tax receipts fund in accordance with the written plan described above. If no funds have been expended from the county food and beverage tax receipts fund in accordance with the written plan before July 1, 2025, then Indiana Code §6-9-41-15.5 applies.

Indiana Code §6-9-41-15.5 is applicable only if the county and the city do not spend from the county and city food and beverage tax receipts fund as required by Indiana Code sections §6-9-41-14(c) and §6-9-41-15(c). When §6-9-41-15.5 applies, the ordinance adopted under Indiana code §6-9-41-5 to impose the food and beverage tax is void and food and beverage tax revenue may not be collected after June 30, 2025. The county may not adopt a new ordinance under Section 5 of this chapter after June 30, 2025.

The following apply to the distribution of unexpended money in the county food and beverage and tax receipts fund and city food and beverage tax receipts fund:

- a) The county treasurer shall certify to the county auditor the balance in the county food and beverage tax receipts fund; and

- b) The city fiscal officer shall certify to the county auditor the balance in the city food and beverage tax receipts fund.

After the county auditor receives the certified fund balances from the county treasurer and city fiscal officer, the county auditor shall distribute before October 1, 2025, the money in each fund accordingly to the ratio that the maximum permissible ad valorem property tax levy under Indiana Code §6-1.1-18.5 for property taxes first due and payable in 2025 for each taxing unit in the county bears to the sum of all maximum permissible ad valorem property tax levies under Indiana Code §6-1.1-18.5 for property tax first due and payable in 2025 in the county.

2) SECTION 7: CITY OF BLOOMINGTON FOOD AND BEVERAGE TAX RECEIPTS FUND: USE OF FUND.

Money deposited in the city food and beverage tax receipts fund may be used only to finance, refinance, construct, operate, or maintain a convention center, a conference center, or related tourism or economic development projects.

The city must develop a written plan before December 1 of each year that includes the:

- a) Proposed use of the funds for the upcoming year;
- b) Detailed use of funds in the current and prior calendar years; and
- c) Fund balance as of January 1 of the current calendar year.

The written plan must be submitted to State Board of Accounts and be made available on the department's computer gateway within thirty (30) days of submission.

The city must spend the money in the county food and beverage tax receipts fund in accordance with the written plan described above. If no funds have been expended from the county food and beverage tax receipts fund in accordance with the written plan before July 1, 2025, then Indiana Code §6-9-41-15.5 applies.

3) SECTION 8: ADVISORY COMMISSION

- a) In order to coordinate and assist efforts of the County and City of Bloomington fiscal bodies regarding the utilization of food and beverage tax receipts, an advisory commission shall be established and be composed of the following individuals:

- (1) Three (3) members shall be owners of retail facilities that sell food or beverages subject to the county food and beverage tax imposed under this ordinance appointed jointly by the City and County executive.
- (2) The president of the county executive.
- (3) A member of the county fiscal body appointed by the members of the county fiscal body.
- (4) The city executive.
- (5) A member of the city legislative body appointed by the members of the city legislative body.

- (b) The County and City legislative bodies must request the advisory commission's recommendations concerning the expenditure of any food and beverage tax funds collected under this ordinance. ~~The County or City legislative body may not adopt any ordinance or resolution requiring the expenditure of food and beverage tax collected under this ordinance without the approval, in writing, of a majority of the members of the advisory commission.~~

4) SECTION 9: ANNUAL REPORT OF RECOMMENDATIONS

- a) The Advisory Committee is to make a formal annual report outlining the Committee's recommendations to both the County and the City no later than October 31 of each year. The annual report should provide for projects the Advisory Committee recommends for consideration and for inclusion in the following year's plan which is to be filed in accordance with Section 6 and 7 of this Ordinance by the respective governing bodies. The annual report shall be filed with the County Commissioners' office and County Council office for consideration by the County and the Mayor's Office and City Council office for consideration by the City.

5) Section 10: ANNUAL FOOD AND BEVERAGE TAX REPORT

- a) In accordance with Indiana Code §6-1.1-30-19, the Auditor's Office shall on behalf of the county provide a report to the State Board of Accounts, in the format identified by the State Board of Accounts, before March of every year. The City shall be responsible for providing a similar report on behalf of the City. The annual food and beverage tax report shall include:
 - i. Every expenditure of funds by the local unit:
 - ii. Each local government entity, or instrumentality of a local governmental entity that received a distribution; and
 - iii. Every expenditure of funds by each local government entity described above; from amounts received from the food and beverage tax imposed by the local unit during the previous year.
 - iv. The report must include for each check, expenditure, distribution, or payment
 - 1. The date and amount of the check, expenditure, distribution, or payment
 - 2. The payee or recipient
 - 3. The specific purpose, including whether the check, expenditure, distribution, or payment was for an employee salary or a capital project and
 - 4. If applicable a description of the project for which the check, expenditure, distribution, or payment was made.

Presented to the Monroe County Council of Indiana, read in full and adopted this _____ day of February, 2024.

(Remainder of page intentionally left blank)

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Trent Deckard, President
Jeniffer Crossley, President Pro Tempore
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson
L. Kate Wiltz

COUNCIL MEETING SUMMARY MINUTES

Tuesday, January 9, 2024, at 5:00 pm
Nat U. Hill Meeting Room and Teams Connection

Members

Present – **In Person** – Trent Deckard, President
Present – **Virtual** – Jennifer Crossley, President Pro Tempore
*Present – **In Person** – Marty Hawk
*Present – **Not Present** – Peter Iversen
Present – **In Person** – Geoff McKim
Present – **In Person** – Cheryl Munson
Present – **In Person** – Kate Wiltz

Staff

Present – **In Person** – Kimberly Shell, Council Administrator
Present – **In Person** – Molly Turner-King, Legal Counsel
Present – **In Person** – Catherine Smith, Auditor
Present – **In Person** – Brianne Gregory, Financial Director

1. CALL TO ORDER - 5:09 pm

Wiltz called the meeting to order at 5:09 pm. Councilors Wiltz, Deckard, Hawk, McKim, and Munson were present, in person in the Nat U. Hill Room. Crossley attended virtually. Iversen was not present.

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA - 5:10 pm

Wiltz motioned to table Item 15B Discussion and Possible Approval of Interlocal Cooperation Agreement for the Operation of the Bloomington/Monroe County Capital Improvement Board and the Convention and Visitors Commission until January 23rd meeting.

Wiltz also motioned to table Item 16A – ARPA Additional Appropriations – and Item 16B – ARPA De-Appropriation –until January 23rd meeting.

McKim seconded.

No further Council discussion.

Wiltz asked for a roll call vote.

Shell called the roll:

Hawk Yes

McKim Yes

Munson Yes

Wiltz Yes

Crossley Yes

Deckard Yes

Motion passed; 6-0; Unanimous.

4. PUBLIC COMMENT– 5:12 pm

Christopher Emge, Bloomington Chamber of Commerce, talked about feedback from businesses and looking at Convention Center for 2024.

Catherine Smith, Auditor, thanked Jessica McClellan for being Treasurer and stated that she is seeking the seat of Treasurer.

5. DEPARTMENT UPDATES - 5:22 pm

Tom McGlasson, Waste Reduction District Director, gave a brief update on the new name change.

Brianne Gregory, County Financial Director, spoke to some housekeeping items that took place in the Auditor's Office as well as Item 15A regarding Fund 8180.

Smith gave update as to cash on hand for county and invited Council to audit review.

6. COUNCIL LIAISON UPDATES – 5:25 pm

Hawk spoke on the Assessor's Office working with a new rule regarding apartment owners and assessments.

***Iversen arrived at 5:27 pm**

Iversen discussed the Opioid Summit scheduled for September.

7. COUNTY COUNCIL ORGANIZATION – 5:29 pm

A. Election of 2024 President

Wiltz opened the floor for nomination of President and President Pro Tempore.

Wiltz nominated Deckard as President. McKim seconded.

No other nominations were made. Deckard accepted nomination and made a statement.

Wiltz asked for a roll call vote.

Shell called the roll:

Crossley Yes

Iversen Yes

Parks & Recreation	Wiltz	Planning	Munson
Probation	McKim	Probation	Wiltz
Prosecutor	Iversen	Prosecutor	Wiltz
Public Defender	Crossley	Recorder	Hawk
Sheriff	Hawk	Sheriff	Wiltz
Soil & Water Conservation	Wiltz	Stormwater Management	Hawk
Surveyor	McKim	Technical Services	Iversen
Treasurer	Hawk	Veterans Affairs	Deckard
Weights and Measures	Wiltz	Youth Services Bureau	Hawk

BEDC Membership Liaison	Crossley
Bloomington Economic Development Comm	Munson
Community Corrections Advisory Board	Wiltz
Convention & Visitors Commission	McKim
Dispatch Policy Board Liaison	Wiltz
Downtown Bloomington Inc Board	McKim
Emergency Management Advisory Council	Munson
Environmental Commission	Iversen
Finance Long-Term Planning Committee	Deckard
Finance Long-Term Planning Committee	Hawk
Finance Long-Term Planning Committee	McKim
Food & Beverage Tax Advisory Commission	Munson
Greater Bloomington Chamber of Commerce Liaison	Deckard
Income Tax Council PSLIT Committee	McKim
Income Tax Council PSLIT Committee	Wiltz
Internal Control Committee	Deckard
Justice Fiscal Advisory Committee	Crossley
Justice Fiscal Advisory Committee	Iversen
Justice Fiscal Advisory Committee	Wiltz
Metropolitan Planning Organization	McKim
Monroe County Fair Board Liaison	Munson
Monroe Fire Protection District Liaison	Hawk
Monroe Fire Protection District Liaison	McKim
Opioid Settlement Committee	Iversen
Personnel Administration Committee (PAC)	Hawk
Personnel Administration Committee (PAC)	Crossley
Personnel Administration Committee (PAC)	McKim
Plan Commission	Munson
Redevelopment Commission Liaison	McKim
Sophia Travis Grants Committee	Crossley
Sophia Travis Grants Committee	Iversen
Sophia Travis Grants Committee	Munson
Substance Use Disorder Advisory Committee	Iversen
Waste Reduction District Board	McKim
Women's Commission	Crossley

Hawk stated she serves as the unofficial Legislative Representative for the Council. No objections.

Deckard asked if anyone would like to make a motion to approve the Council liaison/ committee list. McKim so moved. Iversen seconded.

TO:

13701	Deputy Director	\$2,550.40
15115	Director	\$1,751.40
18101	FICA	\$ 45.20
18201	PERF	<u>\$ 610.41</u>
TOTAL		\$4,957.41

The Department received notice from the Auditor's Office on 12-21-23 that the payroll lines under Fund 1000 did not have enough appropriations for the personnel lines in the 2023 budget. Under the guidance of the Auditor's Office, the Department has submitted a category transfer request form involving different accounts in Emergency Management's budget that had an equivalent amount of appropriation in them to make up for the negative appropriation within the personnel lines. The Department is requesting the approval of these category transfers to help correct this error.

Wiltz moved to approve the Emergency Management Department's request for a category transfer in Fund 1000-0361, General Fund-Emergency Management, of \$655.61 from the Supplies Category and \$4,301.80 from the Services Category for a total of \$4,957.41 to the Personnel Category for the 2023 Budget. McKim seconded.

Justin Baker, Emergency Management Deputy Director, presented. Brief Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Hawk	Yes
Wiltz	Yes
Iversen	Yes
Munson	Yes
McKim	Yes
Crossley	Yes
Deckard	Yes

Motion passed; 7-0; Unanimous.

9. HIGHWAY DEPARTMENT, Lisa Ridge – 6:25 pm

A. Request the Approval of Additional Appropriations

Liberty Drive to Karst Trail, 8172-0000

37411	Construction	\$2,400,000
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37417	Project Construction-Consultant	<u>\$ 250,000</u>
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TOTAL \$2,650,000

The Department recently worked with the Auditor's Office to establish grant funds. There is a need to appropriate funds for the project for construction and construction inspection.

Wiltz noted that account line 37417 is Project Consultant not Project Construction. She moved to approve the Highway's request for additional appropriations in Fund 8172-0000, Liberty Drive to Karst Trail, in the amount of \$2,650,000 into the Services Category. McKim seconded.

Lisa Ridge, Highway Director, presented. Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Crossley	Yes
Hawk	Yes
McKim	Yes
Munson	Yes
Wiltz	Yes
Deckard	Yes
Iversen	Yes

[illegible]Pedestrian Improvements, 8173-0000

37411	Construction	\$245,000
37417	Project Construction Consultant	<u>\$ 25,000</u>
	TOTAL	\$270,000

Wiltz noted that account line 37417 is Project Consultant not Project Construction. She moved to approve the Highway's request for additional appropriations in Fund 8173-0000 Pedestrian Improvements, in the amount of \$270,000 into the Services Category. McKim seconded.

Shell called the roll:

Deckard	Yes
Crossley	Yes
Iversen	Yes
Wiltz	Yes
Hawk	Yes
Munson	Yes
McKim	Yes

[illegible]Rainy Day Fund, 1186-0000

During the 2024 budget hearings, the Department requested a \$1,000,000 appropriation in the Rainy-Day Fund to provide local match for the Community Crossing Matching Grant Program for paving. The requested funds were removed from the budget, and it was decided to bring it back for a discussion at a later date. INDOT announced that the next call will open on 1-2-24, and the amount available for the grant has increased to \$1,500,000. If the Department submits for the full \$1,500,000, which is the goal, then there would be the need to provide a \$1,500,000 match. The Department is asking the Council to continue support of the upcoming 2024

Wiltz moved to approve the Highway's request for an additional appropriation in Fund 1186-0000, Rainy Day in the amount of \$1,500,000 in the Supplies Category. McKim seconded.

[illegible][illegible]

E. Request the Approval of De-Appropriations – 6:46 pm

Fullerton Pike Phase 3, 8169-0000

36003	Utilities	\$ 250,000.00
37411	Construction	\$10,676,357.49
37417	Project Consultant	\$ 1,502,214.00
37556	Right-of-Way Consultant	\$ 28,885.53
37416	Design	\$ 9,334.40

TOTAL \$12,466,791.42

The Department is requesting to de-appropriate the grant fund to match the current grant award and the 20% match. The grant could increase if additional funds become available.

Wiltz moved to approve the Highway's request of de-appropriations in Fund 8169-0000, Fullerton Pike Phase 3, in the amount of \$12,466,791.42 in the Services Category. McKim seconded.

Ridge presented. Brief Council discussion. Smith spoke regarding Fullerton Pike Project. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Wiltz	Yes
Iversen	Yes
Hawk	Yes
Deckard	Yes
Munson	Yes
Crossley	Yes
McKim	Yes

Motion passed; 7-0; Unanimous.

10. CLERK'S OFFICE, Nicole Browne – 6:51 pm

Request the Approval of an Amendment to the 2024 Salary Ordinance

Election Fund-Election Board, 1215-0062

FROM:

17101 Overtime \$34.31-\$43.46

TO:

17101 Overtime \$45.89-\$58.13

The Department is requesting the overtime rate be amended due to the increase in the Election Supervisor salary with an effective date of December 3, 2023.

Wiltz moved to approve the Clerk's request to amend the 2024 Salary Ordinance in Fund 1215-0062, Election Fund-Election Board, account line 17101, Overtime Range Rate to \$45.89 - \$58.13 with an effective date of December 3, 2023. McKim seconded.

Nicole Browne, Clerk of Courts, presented. Lengthy Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Hawk	No
Iversen	Yes

Wiltz	Yes
Munson	Yes
McKim	Yes
Crossley	Yes
Deckard	Yes
Motion passed; 6-1 [Hawk]; Majority	

Deckard called for a 10-minute recess at 7:05 pm.
Meeting resumed at 7:16 pm.

11. HEALTH DEPARTMENT, Lori Kelley – 7:16 pm

A. Request the Approval of Additional Appropriations

Local Public Health Services, 1161-0000

17801	Part-Time	\$21,179.03	
20011	Other Supplies	\$ 1,969.00	
22210	Education and Public Info	\$ 3,335.98	
30006	Contractual	<u>\$32,000.00</u>	
	TOTAL	\$58,404.01	\$58,484.01

The Department is requesting approval of an additional appropriation to include the remainder of the Health First Indiana awarded 2024 budget. At the time of budget hearings, the official amount was unknown.

Wiltz noted that due to a scrivener's error, the total appropriation amount requested is \$58,484.01. The amount was advertised correctly. She moved to approve the Health Department's request for additional appropriations in Fund 1161-0000, Local Public Health Services, in the amount of \$21,179.03 in the Personnel Category, \$5,303.98 in the Supplies Category, and \$32,000 in the Services Category for a total appropriation of \$58,484.01. McKim seconded.

Lori Kelley, Health Administrator, presented. No Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Deckard	Yes
Munson	Yes
Crossley	Yes
Hawk	Yes
McKim	Yes
Wiltz	Yes
Iversen	Yes

Motion passed; 7-0; Unanimous.

[illegible]

B. Request the Approval of Additional Appropriations – 7:19 pm

Futures Clinic, 8126-9624

10071	Nurse Practitioner	\$ 2,908.35
10187	Clinic Manager	\$ 1,635.70
10188	LPN	\$ 1,752.20
18001	FT Self Insurance	\$ 1,078.99

TOTAL \$10,916.42

Wiltz moved to approve the Health Department's request for an additional appropriation in Fund 8126-9624, Futures Clinic, in the amount of \$8,747.36 in the Personnel Category and \$2,169.06 in the Supplies Category for a total appropriation of \$10,916.42. McKim seconded.

Deckard asked for a roll call vote.

Hawk	Yes
Iversen	Yes
Crossley	Yes
Wiltz	Yes
Deckard	Yes
Munson	Yes
McKim	Yes

[illegible]

Crisis CoAg Supp. Workforce, 8111-0000

TOTAL ~~\$98,600.30~~ \$98,600.03

Wiltz noted that due to a scrivener's error, the additional amount for account line 30014, Other Services, is \$6,100.03. She moved to approve the Health Department's request for additional appropriations in Fund 8111-0000, Crisis CoAg Supp. Workforce, in the amount of \$25,000 in the Supplies Category and \$73,600.03 in the Services Category for a total appropriation of \$98,600.03. McKim seconded.

County Council Meeting Summary Minutes
Tuesday, January 9, 2024
Page 11

Deckard asked for a roll call vote.

Shell called the roll:

Crossley	Yes
Wiltz	Yes
Munson	Yes
Hawk	Yes
Iversen	Yes
McKim	Yes
Deckard	Yes

Motion passed; 7-0; Unanimous.

12. SHERIFF'S OFFICE/CORRECTIONAL CENTER, Sheriff Marté, Phil Parker and Kyle Gibbons – 7:23 pm
Department Update

The Department is requesting to provide a presentation regarding Jail updates.

Deckard invited Sheriff Marté, Chief Deputy Parker, and Commander Gibbons to give a Jail/Correctional Center update.

13. LEGAL DEPARTMENT, Jeff Cockerill – 8:12 pm
A. Request Approval to Amend the 2024 Salary Ordinance

JAIL (Correctional Center) GRIDS

FROM:

Correctional Sergeant	\$27.33
Correctional Captain	40 Hours

TO:

Correctional Sergeant	\$28.96
Correctional Captain	41.25 Hours

Legal Counsel, on behalf of the Bargaining Unit, is requesting an increase in the sergeant wage. Currently there is very little difference between the corporal and captain wages. The contract proposes to have the base sergeant pay to be placed at the midpoint between the base corporal and captain. Also, the Unit is requesting an update to the Captain work schedule. Captains are currently scheduled to work 8.15 hours per shift (41.25 hours per week); however, the Salary Ordinance reflects a 40-hour work week.

Wiltz moved to approve the request to amend the 2024 Salary Ordinance, Jail/Correctional Center Grids by updating the Correctional Sergeant Hourly Rate of pay from \$27.33 to \$28.96 and the Correctional Captain weekly hours from 40 to 41.25. McKim seconded.

Molly Turner-King, Legal Counsel, presented. Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Munson	Yes
Deckard	Yes
Crossley	Yes
Iversen	Yes
Wiltz	Yes

Wiltz moved to approve the Commissioners' request to amend the 2024 Salary Ordinance, General Fund-Commissioners, account line 17301, Board Members, per person, per meeting amount from \$25.00 to a Range Rate of \$25.00 - \$100.00 with a note that Board Members will not receive compensation for cancelled meetings. McKim seconded.

Turner-King presented. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

McKim Yes

Iversen Yes

Crossley **Yes**

Wiltz **Yes**

Deckard **Yes**

Munson **Yes**

Motion passed; 6-0; Unanimous.

15. COUNCIL OFFICE, Kim Shell

A. Health Department Category Transfer Update

On 11-28-2023, Council approved a category transfer for the Health Department in Fund 8180-9624, DIS Strengthening Prevention of \$13,788.80 from the Supplies Category and \$11,427.80 from the Services Category and moved \$17,216.60 into the Personnel Category and \$8,000 into the Services Category. At the following Council Meeting on 12-12-23, the same category transfer was repeated. The Auditor's office has corrected this error. This item is to update the Council and no further action is needed.

This was discussed during Department Updates by Gregory. No further discussion needed.

[illegible]

B. Discussion and Possible Approval of Interlocal Cooperation Agreement for the Operation of the Bloomington/ Monroe County Capital Improvement Board and the Convention and Visitors Commission

This item was tabled to the January 23, 2024 Council Meeting.

16. AMERICAN RESCUE PLAN ACT (ARPA)

A. Request Approval of Additional Appropriations

American Rescue Plan Act Fund, 8950-0000

Personnel Category	\$8,000,000
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Supplies Category	\$8,000,000
-------------------	-------------

Services Category	\$8,000,000
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Capital Category	\$8,000,000
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The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$8,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County's ARPA plan and passage of the plan by the Board of Commissioners.

This item was tabled to the January 23, 2024 Council Meeting.

B. Request Approval of De-Appropriations

Personnel Category	\$500,000
Supplies Category	\$500,000
Services Category	\$500,000
Capital Category	\$500,000

17. APPROVAL OF SUMMARY MINUTES AS PRESENTED – 8:34 pm

The County Council Meeting Summary Minutes for **January 9, 2024** were presented and approved on **February 27, 2024**.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

ATTEST:

Brianna Gregory, Auditor
Monroe County, Indiana

Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Trent Deckard, President
Jennifer Crossley, President Pro Tempore
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson
Kate Wiltz

COUNCIL MEETING AGENDA SUMMARY MINUTES Tuesday, January 23, 2024 at 5:00 pm Nat U. Hill Meeting Room and Teams Connection

Members

Present – **In Person** – Trent Deckard, President
Present – **In Person** – Jennifer Crossley, President Pro Tempore
Present – **In Person** – Marty Hawk
Present – **In Person** – Peter Iversen
Present – **In Person** – Geoff McKim
Present – **In Person** – Cheryl Munson
Present – **In Person** – Kate Wiltz

Staff

Present – **In Person** – Kim Shell, Council Administrator
Present – **In Person** – Molly Turner-King, Legal Counsel
Present – **In Person** – Bri Gregory, Financial Director

1. CALL TO ORDER – 5:10 pm

Deckard called the meeting of the Monroe County Council to order for Tuesday, January 23rd. He noted for the record that all Council members were present in the Nat U. Hill Room.

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA – 5:11 pm

Deckard motioned to table Item 14A – Interlocal Agreement of CIB – to February 13. No objection.

4. PUBLIC COMMENT – 5:12 pm

Daniel Olson spoke supporting Thomas Horrocks, a candidate for District 62 in the State House.

Eric Spoonmore, President of the Greater Bloomington Chamber of Commerce, gave an update on downtown businesses closing in the last few weeks.

5. DEPARTMENT UPDATES – 5:19 pm

Jordan Miller, Financial Manager and Kyle Gibbons, Jail Commander, presented the Commissary Report July-December 2023. Brief Council discussion ensued.

Christine Matheu, Matheu Architects, spoke about the feasibility study regarding the Southwest Library Branch that was done in 2018. She also acknowledged receiving a citation Award for Excellence from the American Institute of Architects for the design of the Southwest Branch.

Grier Carson, Library Director, gave an update regarding on the new building and damage that recently happened. Council discussion ensued.

Carson briefly reviewed the Library's Strategic Plan.

Catherine Smith, transitioning from County Auditor to County Treasurer, gave an update with regards to the 2022 Exit Audit. Short term plan for Treasurer's Office. Give report card on investments. Council discussion ensued.

Phil Parker, Sheriff's Chief Deputy, talked on how the commissary fund benefits the jail and inmates and the necessity of transparency in reports; the private settlement agreement on the Jail population issue; and the Eclipse on April 8.

Bri Gregory, County Financial Director, spoke regarding moving expenses from the Jail budget into the Sheriff's budget to cover PERF.

6. COUNCIL LIAISON UPDATES – 5:55 pm

Iversen welcomed Victoria Seest, the Monroe County Climate Fellow, who will help write the resilience plan for the County.

Iversen noted that Nolan Hendon had stepped down as President of the Environmental Commission.

7. COUNTY COUNCIL ORGANIZATION – 5:55 pm **Appointments of County Council Liaisons and Certain Boards and/or Committees**

On January 9th, Councilor Iversen should have been appointed to the Opioid Settlement Allocation Working Group not the Opioid Settlement Committee. This is to correct the Councilor Iversen's appointment.

Deckard noted that during Council Liaison appointments on January 9th, Councilor Iversen was appointed to the Opioid Settlement Committee. He clarified that the appointment should have been to the Opioid Settlement Allocation Working Group. He asked if there were any objections to the change.

There were no objections – so moved.

8. CONVENTION & VISITOR'S COMMISSION - 5:56 pm **Request Approval of an Additional Appropriation** Convention Visitor-Tourism, 1127-0000 44101 CVC Karst Turf Project \$500,000

This item was tabled from the December 12, 2023, Council Regular Session.

The Convention and Visitor’s Commission is requesting an additional appropriation of \$500,000 to support the renovation of the Karst Athletic Fields as this project will help with the ability to draw sports tourism to Monroe County.

Crossley moved to approve the Convention and Visitor’s Commission’s request for an additional appropriation in Fund 1127-000 Convention Visitor-Tourism, in the amount of \$500,000 in the Capital Category. McKim seconded.

Michael Campbell, Convention & Visitor’s Commission President, presented.

Kelli Witmer, Parks Director, spoke about the fields and long-term replacement. Council discussion ensued.

Christopher Emge, Greater Bloomington Chamber of Commerce, spoke on Karst Park being an asset.

Deckard asked for a roll call vote.

Shell called the roll:

Wiltz	Yes
Iversen	Yes
Hawk	Yes
Crossley	Yes
Munson	Yes
Deckard	Yes
McKim	Yes

Motion passed; 7-0; Unanimous.

9. SURVEYOR’S OFFICE - 6:07 pm

Request to Amend the 2024 Salary Ordinance

Surveyor’s Corner Perpetuation Fund, 1202-0000

FROM:

17301 Board Members Paid \$50 per person-per meeting

TO:

17301 Board Members Paid \$100 per person-per meeting

The Department is requesting an increase in the per meeting amount paid to Surveyor Review Board members from \$50 to \$100. The Surveyor Review Board, whose members are licensed surveyors, review **timesheets tie sheets**, supporting surveys and fieldwork for section corners that become part of official records.

Crossley moved to approve the Surveyor’s request to amend the 2024 Salary Ordinance in Fund 1202-0000, Surveyor’s Corner Perpetuation Fund, account line 17301, Board Members, to be paid \$100 per person-per meeting. McKim seconded.

Trohn Enright-Randolph, Surveyor, presented. He stated that it is currently a 3-member board but looking to add a member in July.

Brief Council discussion. Molly Turner-King, Legal Counsel, reviewed the code regarding the number of board member.

No public comment.

Shell called the roll:

Motion passed; 7-0; Unanimous.

A. Request the Creation of a New Account Line

35003 Reprographics

Motion passed; 7-0; Unanimous.

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23412	Traffic Signal Maintenance	\$300,000
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137

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TOTAL \$28,328

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TOTAL \$28,328

139

The request is a correction to an item that was presented to and approved by Council on 10-10-23. The fund was under-advertised by \$9,000 in the Services category, so three (3) lines were appropriated by \$3,000 less than was requested. The request is to appropriate the \$9,000 needed to fulfill the original appropriation request that was submitted in October.

Crossley moved to approve the Probation Department’s request of additional appropriations in Fund 1123-9624, Community Transition Program, of \$9,000 in the Services Category. McKim seconded.

Streit presented. No Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Wiltz Yes
Iversen Yes
Hawk Yes
Deckard Yes
Munson Yes
Crossley Yes
McKim Yes

Motion passed; 7-0; Unanimous.

Deckard called for a recess at 6:30 pm.

Meeting resumed at 6:43 pm.

12. AMERICAN RESCUE PLAN ACT (ARPA) – 6:43 pm

A. Request Approval of Additional Appropriations

American Rescue Plan Act Fund, 8950-0000

Personnel Category	\$8,000,000
Supplies Category	\$8,000,000
Services Category	\$8,000,000
Capital Category	\$8,000,000

The Board of Commissioners and County Council are reviewing American Rescue Plan Act (ARPA) Projects. The amount of available ARPA funds of \$8,000,000 was advertised across all categories to give Commissioners and Council flexibility in their project appropriation decision. Disbursements of appropriated funds for ARPA Projects are contingent on the inclusion of the projects within the Ordinance establishing Monroe County’s ARPA plan and passage of the plan by the Board of Commissioners.

This item was tabled from the January 9, 2024, Council Meeting.

Bri Gregory, County Financial Director, presented.

Hawk asked for an explanation regarding ARPA reports.

McKim made a motion to approve the additional appropriation of Community Kitchen for \$400,000 & Public Housing Initiative for \$500,000. Crossley seconded.

Hawk requested a separation of the vote.

Deckard Yes
Motion passed; 7-0; Unanimous.

14. LEGAL DEPARTMENT, Molly Turner-King

This item was tabled from the January 9, 2024, Council Meeting.

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In 2023, Council approved Resolution 2023-09 Establishing the Justice Fiscal Advisory Committee. This resolution states that JFAC should complete its duties no later than December 2023, and if an extension of time is needed Council must approve such. This request is to approve a Resolution extending the existence of the committee through the end of 2024.

Turner-King presented. No Council discussion. No public comment.

Shell called the roll:

Motion passed; 7-0; Unanimous.

C. Request to Approve Resolution 2024-05 Establishing the Long-Term Finance Planning Committee – 6:56 pm

Turner-King presented. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the roll:

Crossley Yes

Wiltz Yes

Deckard Yes

Hawk Yes

Munson Yes

Iversen Yes

McKim Yes

Motion passed; 7-0; Unanimous.

15. APPROVAL OF SUMMARY MINUTES AS PRESENTED – 7:01 pm

-September 14, 2023 - 2024 Budget Work Session #5 Summary Minutes

-September 20, 2023 - 2024 Budget Work Session #6 Summary Minutes

-October 17, 2023 - 2024 Budget Adoption Summary Minutes

-December 12, 2023 - Council Regular Session Summary Minutes

Crossley moved to approve the Summary Minutes for the September 14, 2023-Budget Work Session #5; September 20, 2023-Budget Work Session #6; October 17, 2023-2024 Budget Adoption and December 12, 2023-Regular Session as presented. McKim seconded.

No Council discussion. No public comment.

Deckard called for a Voice Vote.

Motion passed; 7-0; Unanimous.

16. COUNCIL COMMENTS – 7:02 pm

Iversen spoke about protecting the homeless during the winter.

Munson talked about new exhibit at the Monroe County History Center featuring Monroe County barns. One of her barns is featured.

Hawk gave a legislative update.

Crossley discussed the possibility of a joint city-county constituent meeting to be held soon.

Deckard thanked the Highway Department for keeping the roads clear and Emergency Management for monitoring information and dispensing it to the public.

17. ADJOURNMENT – 7:12 pm

The County Council Meeting Summary Minutes for **January 23, 2024** were presented and approved on **February 27, 2024**.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

**MEMORANDUM OF FEBRUARY 13, 2024
EXECUTIVE SESSION MEETING OF THE
MONROE COUNTY COUNCIL AND
MONROE COUNTY BOARD OF COMMISSIONERS**

Pursuant to Indiana Code §5-14-1.5-6.1(b)(2)(D) the Monroe County Council and Monroe County Board of Commissioners met in Executive Session on February 13, 2024, in the HR/County Council Conference Room for the purpose of discussing a real property transaction.

Trent Deckard, Council President, called the Council meeting portion to order at 4:32 pm.

Penny Githens, Board of Commissioners Vice-President, called the Board of Commissioners meeting portion to order at 4:32 pm.

The following Monroe County Council members were in attendance in person: Trent Deckard, Jennifer Crossley, Marty Hawk, Peter Iversen, Geoff McKim, Cheryl Munson, and Kate Wiltz.

The following Monroe County Commissioners were in attendance in person: Penny Githens and Lee Jones.

Staff in attendance were Jeff Cockerill, Molly Turner-King, Angie Purdie, and Kim Shell.

The following representatives from the Sheriff's office were in attendance: Ruben Marté, Phil Parker, Kyle Gibbons, and Corey Grass.

The discussion was limited to the advertised purpose of discussing a real property transaction.

The meeting adjourned at 5:02 pm

(The remainder of this document is intentionally left blank.)

The Memorandum of the February 23, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Council this _____ day of _____ 2024.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Trent Deckard, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Jennifer Crossley, President Pro Tempore

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Marty Hawk, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Peter Iversen, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Geoff McKim, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Cheryl Munson, Councilor

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
L. Kate Wiltz, Councilor

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date

The Memorandum of the February 13, 2024, Executive Session Meeting of the Monroe County Council and Monroe County Board of Commissioners was presented and approved by the Monroe County Board of Commissioners this _____ day of _____ 2024.

MONROE COUNTY BOARD OF COMMISSIONERS

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Julie Thomas, President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Penny Githens, Vice President

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present _____
Lee Jones, Commissioner

ATTEST:

Brienne Gregory, Auditor
Monroe County, Indiana

Date