



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 Tuesday, March 12, 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

Passcode: 75mXxn

- 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.

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“Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, 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)

6. COUNCIL LIAISON UPDATES

C. **Angie Purdie**

Request the Creation of New Account Lines

Election Fund-Commissioners, 1215-0068

23001	Materials and Parts	<i>New Account Line</i>
30006	Contractual	<i>New Account Line</i>

The Department is requesting new account lines for the Election Operations (NAPA) Building budget be added. This year will be a major election and the Department wants to be prepared for any repairs and/or equipment needs for the building.

MEETING RECESS – 6:30 pm

9. **SHERIFF’S OFFICE, Sheriff Marté, Phil Parker, Kyle Gibbons, and Cory Grass**
Discussion on the Implementation of the Transitional Team

The Department would like to discuss funding needed to begin the Jail Transition Team.

10. **AMERICAN RESCUE PLAN ACT (ARPA)**
BOARD OF COMMISSIONERS/ AUDITOR’S OFFICE

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.

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B. Request Approval of De-Appropriations

American Rescue Plan Act Fund, 8950-0000

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

13. HIGHWAY DEPARTMENT, Kim Shell
Review of WIS Recommendation and Request to Amend the 2024 Salary Ordinance
Motor Vehicle Highway, 1176-0000

INACTIVE:

15804 Mechanic LTC Hwy D 40 Hours Non-Exempt
15846 Truck Driver LTC Hwy B 40 Hours Non-Exempt

ADD:

15861 Traffic Control Technician/Laborer LTC Hwy A 40 Hours Non-Exempt
15862 Traffic Control Technician/Laborer LTC Hwy A 40 Hours Non-Exempt

The Department has requested to eliminate one (1) open truck driver position and one (1) open mechanic position to create two (2) new Traffic Control Technician/Laborer positions. The two positions will have duties such as controlling traffic, pothole patching and ditching, working in facility maintenance as needed, and addressing other duties as needed. The Department will still require the employee to be available for snow removal and will drive the Department’s pick-up trucks that are equipped with snow removal equipment. The new job description does not require a CDL. The Department originally had labor positions years ago, and they were eliminated. The request was sent to Waggoner, Irwin, and Scheele (WIS) and was recommended to be classified at LTC Non-exempt. Due to there being no Personnel Administration Committee (PAC) during the month of March, it was requested the item be reviewed by the full Council.

14. COUNCIL OFFICE
Discussion on a Criteria for Consent Agenda Items.

15. APPROVAL OF SUMMARY MINUTES AS PRESENTED
-February 27, 2024: Executive Session of Monroe County Council and Board of Commissioners

16. COUNCIL COMMENTS

17. ADJOURNMENT

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: YSB MEETING DATE REQUESTED (*Tentative*): 3/12/2024
Request Presenter(s): Vanessa Schmidt Phone: 812-349-2539

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:

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 to make a direct-report structural change within the YSB department. We are asking approval to move the Education Case Manager from reporting to the Clinical Coordinator to the Program Coordinator. We are not requesting any changes to the job description or classification. The Education Case Manager position has been filled for a year and a half now which has allowed time to evaluate it and whom it should report to. This position does not have a clinical requirement and is tasked with programmatic duties, and case management rather than clinical services.

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 ⁶any questions regarding the Agenda Request Form.

Assists clinical team with intervention, postvention, discharge planning, and aftercare as needed.

Assists in clinical records audit to ensure compliance with agency policies and regulations as required.

Maintains current and detailed client files/records, including but not limited to, client care notes, treatment plans, discharge information, and required documentation for HMIS and CANS, as needed. Prepares various written reports as requested or required and periodically testifies in court. Maintains various materials, records, and logs including, but not limited to, outreach material, daily resident log, recipient service log, treatment and progress reports, and recipients' files.

Attends meetings and maintains communication with Youth Shelter staff, counselors, and supervisor regarding care of residents and their families.

Attends conferences, staff development seminars, training, and/or workshops as required.

Serves in 24-hour call for emergencies on a rotation basis. Serves as designated emergency personnel during government closings.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Bachelor's degree in psychology, education, social work or related field with a minimum of one-year experience working with adolescents. Experience with at-risk youth preferred.

Ability to meet all Department hiring and retentions requirements, such as passing annual tuberculosis test and certification in First Aid/CPR.

Ability to meet all DCS Licensing requirements for trainings and training topics within the training year.

Working knowledge of and ability to ensure compliance with federal, state, and local regulations and policies governing youth Shelter operations, and department policies and procedures.

Working knowledge of dangers of bloodborne pathogens and communicable diseases and ability to utilize universal health precautions to prevent infection of self and others.

Working knowledge and ability to operate standard office applications and equipment, including but not limited to laptop computer, Microsoft Windows, Word and Excel, copy machine, fax machine, and telephone.

Knowledge of adolescent and family services and programs available in Monroe and surrounding counties and ability to coordinate and develop professional relations with other agencies in the community.

Knowledge of Youth Services Bureau of Monroe County policies, procedures, and general operations.

Ability to effectively communicate orally and in writing with co-workers, other County departments, residents and their families, boards, volunteers, personnel from schools, medical facilities, and related

social agencies, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Ability to comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to understand, memorize, retain, and carry out written and oral instructions and present findings in oral or written form.

Ability to plan and present public speaking presentations, including education, fund raising, and special events.

Ability to work evenings and weekends and serve 24-hour on-call on a rotation basis.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent performs a broad range of duties in accordance with well-established procedural and personnel policies, exercising judgment in selecting appropriate guidelines and methods to varying circumstances to best meet the needs of the individual resident without compromising the overall Shelter program and/or safety and security of other Shelter residents and staff. Incumbent's work may occasionally involve non-routine problem-solving to coordinate services in the best interest of the resident.

III. RESPONSIBILITY:

Incumbent applies standard departmental policies and procedures to individual case and situations, referring unusual problems to supervisor as needed.

Purposes and desired results of work are known, and work is reviewed for soundness of judgment, achievement of desired results, and compliance with Shelter policies and procedures.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains communications with co-workers, other County departments, residents and their families, boards, volunteers, personnel from schools, medical facilities, and related social agencies, and the public for purposes of exchanging and explaining information and coordinating resident services and activities.

Incumbent reports directly to the ~~Clinical Coordinator~~ **Program Coordinator**.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a residential youth shelter, involving sitting for long periods, sitting and walking at will, keyboarding, speaking clearly, hearing communication, lifting/carrying items weighing up to 25 pounds, and close vision Incumbent is exposed to hazards normally associated with at-risk adolescents, such as verbal abuse, communicable diseases and potentially violent/hostile individuals.

Incumbent serves on 24-hour call for emergencies on a rotation basis and occasionally works extended and/or weekend hours as needed.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

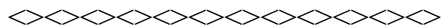
The job description for the position of Education/Case Manager for the Monroe County Youth Service Bureau Shelter describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee Signature

Date

Type or Print Name



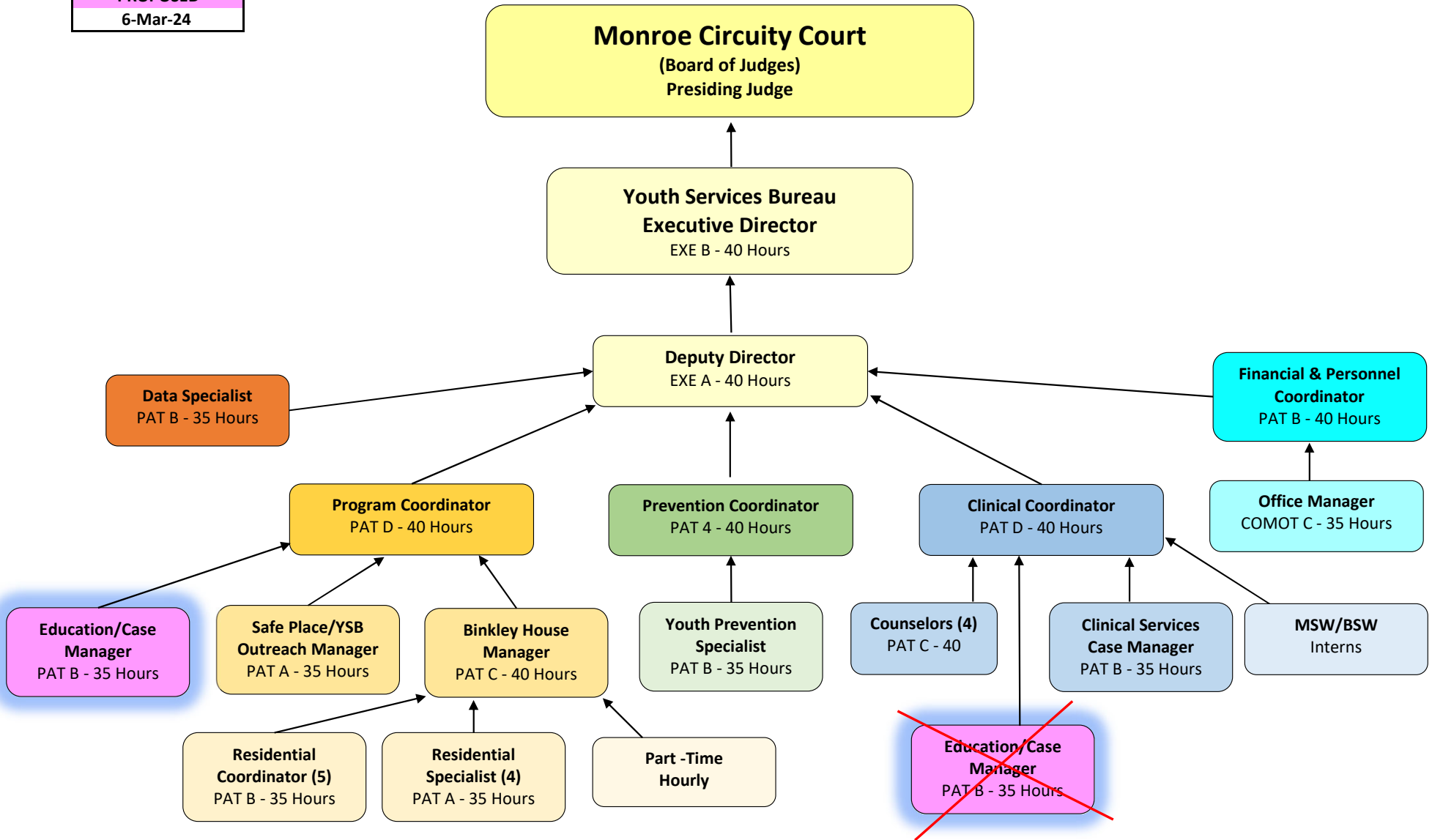
I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

PROPOSED
6-Mar-24



Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative):
Request Presenter(s): Kathy Hewett, Penny Githens Phone: 812-349-2553

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: Opioid RESTRICTED

Transfer of Funds

Category

Fund Name: 1237 Restricted Opioid Settlement Fund

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.).

Commissioner Githens and the Health Department applied for and received Grant RFF-2023-007 (STATE FUNDS) and were awarded a total of \$576,000. There is a required match of \$235,000 for this grant.

The grant award is contributing funding toward several harm reduction projects. One of the projects is a new outreach van for the Indiana Recovery Alliance (IRA). Originally, we believed that a van could be purchased for around \$120k. After researching what is available in the new and used market, the opioid working group found that the best value would be the purchase of a new van. There were not good used options available that met the needs of the IRA.

The new van is quoted at \$241,850.00 which includes delivery. The grant and match will contribute \$120,000.00 of the necessary funds for this vehicle. We are requesting an appropriation of \$121,850.00 to fund the remainder of the cost out of the Restricted Opioid Funding (Fund 1237).

The outreach van provides the following services which are eligible uses of restricted funding:

Naloxone to reverse opioid overdoses,
Syringe service programs,
Connections to care, and
Harm reduction (prevention of deaths and other harms).

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.

GRANT AGREEMENT

CONTRACT #000000000000000000075996

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and Monroe County (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$576,000.00** (the "**Grant**") to the Grantee for eligible costs of the services or project (the "**Project**") described in **Exhibits 1 and 2** of this Grant Agreement, which are attached hereto and incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 12-8-10 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: **FSSA/DMHA Opioid Settlement, Fund # 57895**

2. Representations and Warranties of the Grantee.

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

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit 1** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **June 30, 2025**. Unless otherwise provided herein, it may be extended upon the written agreement of the

parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

- A. The State shall fund this Grant in the amount of **\$576,000.00**. The approved Project Budget is set forth as **Exhibit 1** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within **Sixty (60)** calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **Sixty (60)** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **Sixty (60)** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit 1**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit 1** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit 2** attached hereto and incorporated herein (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or**

special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

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

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

such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

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

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

13. Funding Cancellation.

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

14. Governing Law.

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

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination.

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

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

18. Notice to Parties.

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

- A. Notices to the State shall be sent to:
Jay Chaudhary, Director
Division of Mental Health and Addiction
402 W. Washington St., W-353
Indianapolis, IN 46204
E-mail: Jay.Chaudhary@fssa.in.gov

- B. Notices to the Grantee shall be sent to:
Penny Githens
Monroe County
100 W Kirkwood, RM 204
Bloomington, IN 47404
Email: pgithens@co.monroe.in.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

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

22. Termination for Convenience.

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

23. Travel.

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

24. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit 2** and incorporated fully herein.

25. Confidentiality, Security and Privacy of Personal Information.

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

- A. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. "**HIPAA Rules**" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("**HHS**") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1) "**HIPAA Enforcement Rule**" as defined in 45 CFR Part 16
 - 2) "**HIPAA Security Rule**" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "**HIPAA Breach Rule**" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "**HIPAA Privacy Rule**" as defined in 45 CFR Part 164, Subparts A and E.
- C. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("**PHI**") and other Personally Identifiable Information (meaning personal information as collectively

defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Grant.

D. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Grant and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:

- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Grant or as required by law. Grantee understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Grant shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Grantee under this Grant or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Grant or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of 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; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Grant, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "**Security Incident**" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Grant and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
 - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably

may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "**discovered**" and "**discovery**" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.

- g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Grant) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Grant, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of the State, the State may terminate this Grant for Grantee's material breach of this Section.
- K. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Grant, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Grant will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 25.F.
- M. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee 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, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State 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 and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by 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. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- O. Grantee shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this Grant. Grantee is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

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

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

27. Marijuana Attestation Statement by SAMHSA.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

28. State Boilerplate Affirmation Clause.

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

6. Payment of Claims. Modified.

25. Confidentiality, Security and Privacy of Personal Information. Modified.

27. Marijuana Attestation Statement by SAMHSA. Added.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures

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

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

Monroe County

Indiana Family and Social Services Administration, Division of Mental Health and Addiction

DocuSigned by:
By: *Penny Githens*
1E0F5FF84AC4468...

DocuSigned by:
By: *Jay Chaudhary*
AB7D1803DC3F4A9...

Title: President- Penny Githens

Title: Director

Date: 9/15/2023 | 14:42 EDT

Date: 9/15/2023 | 11:43 PDT

Electronically Approved by: Department of Administration By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General By: Theodore E Rokita, Attorney General (for)

Exhibit 1 Scope of Work

Monroe County Indiana Opioid Settlement Match Grant

Overview

The purpose of this contract is for DMHA to provide State Opioid Settlement funds as a match to Monroe County's local Opioid Settlement funds to support two projects in Monroe County. The Monroe County commissioners will serve as the fiscal agent for this contract and will partner with The Indiana Recovery Alliance (IRA) in purchasing a building and outreach van for harm reduction street outreach and Monroe County Health Department (MCHD) to expand their harm reduction services.

Project One:

IRA is a harm reduction focused grassroots organization in Monroe County Indiana. Funding for this project will cover the cost of the acquisition and outfitting for services of a building and an outreach van to be the property of the IRA. This initiative will allow IRA to provide comprehensive harm reduction services to support people in any stage of recovery and empower them to choose which path of recovery is best for them. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

Project Two:

Monroe County Health Department will expand their current harm reduction efforts in Monroe County by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for Monroe County communities.

The Monroe County Commissioners will submit monthly reports to DMHA along with claims for these two projects. The monthly reports will include:

- Number of people served.
- Demographics for people served.
 - Race, gender, age, ethnicity etc.
- ▲ Number of Individuals and Organizations served.
- Summary of program successes and barriers for the month
- If there's staff turnover for any position covered by these funds, then include a new hire plan and timeline.

Conditions

- Grantee is expected to understand and follow all Additional Terms and Conditions, if included.
- Funds will be paid as detailed in Table below, following successful processing of claims invoice submissions.
- All invoices should be received by **the 20th day of the month following the completion of the deliverable**, unless otherwise noted. (Example: January monthly invoice is due no later than February 20th.)

- Grantee will submit invoices based on the activities below and will not invoice for amounts in excess of the allowable amount per activity.
- Forms, reports, and other documentation must be submitted along with invoices for consideration of successful completion of each project activity being billed. Invoices submitted without appropriate documentation will not be processed until documentation is received. Documentation required to be submitted with each monthly invoice and the corresponding line items are detailed in this document.
- Once contract is executed, an FSSA claims packet and claims form with instructions will be emailed to the appointed designee. Please follow all instructions on that form.
- Grantee is expected to “carbon copy” (CC) contract owner at DMHA when emailing claims for approval.

Table 1: Indiana Recovery Alliance: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Outreach Van	July 2023 – June 2024	Actual Cost			\$100,000	Copy of purchase receipt
Building Purchase	July 2023 – June 2024	Actual Cost			\$350,000	Copy of purchase receipt
				Total	\$450,000	

Table 2: Monroe County Health Department: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2023 – June 2024	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 3: Monroe County: SFY24

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2023 – June 2024	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Table 4: Monroe County Health Department: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Harm Reduction Supplies	Monthly July 2024 – June 2025	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				Total	\$51,000	

Table 5: Monroe County: SFY25

Project Activity/ Cost	Due Date	Unit	Total Units	Unit Rate	Maximum Allowed	Documentation for Invoicing
Monthly Report	Monthly July 2024 – June 2025	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				Total	\$12,000	

Funding Source(s)

Award/Fund Description	State Fund #	Amount
FSSA/DMHA Opioid Settlement	57895	\$576,000

EXHIBIT 2

ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

From: [Brienne Gregory](#)
To: [Penny Githens](#); [Peter Iversen](#); [Kathy Hewett](#); [Melanie Vehslage](#); [MaryEllen Diekhoff](#); [whitney](#); [nick](#)
Cc: [Molly Turner-King](#)
Subject: FW: Indiana Recovery Alliance Van - final cost?
Date: Tuesday, January 9, 2024 1:34:03 PM
Attachments: [image001.png](#)
[NO59596.pdf](#)

All –

Please see below and attached.

Bri

From: Ben Connors <bconnors@tescobus.com>
Sent: Thursday, January 4, 2024 1:47 PM
To: Brienne Gregory <bgregory@co.monroe.in.us>
Cc: nick <nick@indianarecoveryalliance.org>
Subject: RE: Indiana Recovery Alliance Van - final cost?

Hi Brienne,

Attached is a revised quote with an awning. I was able to include delivery and spot graphics at no cost. Spot graphics is basically anything except a full wrap.

Hopefully this helps. Please let me know if you need anything else.

Thanks,

Ben Connors

Senior Specialty Sales Executive



TESCO – Transportation Equipment Sales Corp.

Direct: 419.720.7433 | Cell: 419.708.3112

bconnors@tescobus.com

www.Tescosv.com

From: Brienne Gregory <bgregory@co.monroe.in.us>
Sent: Thursday, January 4, 2024 10:51 AM
To: Ben Connors <bconnors@tescobus.com>
Cc: nick <nick@indianarecoveryalliance.org>
Subject: RE: Indiana Recovery Alliance Van - final cost?

Hi Ben –

Could you please provide an updated quote that also includes the awning in the final cost? I believe we have determined that ‘extra’ is a necessity.

Thanks!

Brienne

Brienne M. Gregory

Financial Director

Monroe County Auditor’s Office

100 W. Kirkwood Ave.

Bloomington, IN 47404

812.349.5024 – Desk

616.886.9456 - Cell

From: Ben Connors <bconnors@tescobus.com>

Sent: Monday, December 11, 2023 4:43 PM

To: Brianne Gregory <bgregory@co.monroe.in.us>

Cc: nick <nick@indianarecoveryalliance.org>

Subject: RE: Indiana Recovery Alliance Van - final cost?

No problem at all! Attached is the revised quote with delivery. This would be your final out the door price.

We do not charge tax so that would get paid on your end at the BMV.

Let me know if you need anything else.

Thanks,

Ben Connors

Senior Specialty Sales Executive



TESCO – Transportation Equipment Sales Corp.

Direct: 419.720.7433 | Cell: 419.708.3112

bconnors@tescobus.com

From: Brianne Gregory <bgregory@co.monroe.in.us>

Sent: Monday, December 11, 2023 4:31 PM

To: Ben Connors <bconnors@tescobus.com>

Cc: nick <nick@indianarecoveryalliance.org>

Subject: RE: Indiana Recovery Alliance Van - final cost?

Okay, could you please confirm that the total cost of the vehicle with delivery is: \$238,536.?

Thanks!

Bri

From: Brianne Gregory

Sent: Monday, December 11, 2023 4:29 PM

To: bconnors@tescobus.com

Cc: Nick Voyles <nick@indianarecoveryalliance.org>

Subject: RE: Indiana Recovery Alliance Van - final cost?

I see the attachment. Forgive me, it's Monday!

From: Brianne Gregory

Sent: Monday, December 11, 2023 4:28 PM

To: Ben Connors <bconnors@tescobus.com>

Cc: nick <nick@indianarecoveryalliance.org>

Subject: RE: Indiana Recovery Alliance Van - final cost?

Ben –

Could you please forward the quote again? I'm having trouble locating. Also, what is the cost of delivery? Nick indicated that none of the extras were under consideration currently. I just need the complete cost of the vehicle purchase, with delivery.

Thanks!

Bri Gregory

From: Ben Connors <bconnors@tescobus.com>
Sent: Monday, December 11, 2023 3:09 PM
To: Brianne Gregory <bgregory@co.monroe.in.us>
Cc: nick <nick@indianarecoveryalliance.org>
Subject: RE: Indiana Recovery Alliance Van - final cost?

Hi Bri,

The unit price is \$237,950 without delivery. Everything listed on page 4 would be an additional cost. You can pick which items from page 4 you would like included in the quote and I will revise. The \$10,000 graphics package would be a full wrap. The \$5,000 package would be everything except the cab of the clinic.

Please let me know if you need anything else.

Thanks,

Ben Connors

Senior Specialty Sales Executive



TESCO – Transportation Equipment Sales Corp.

Direct: 419.720.7433 | Cell: 419.708.3112

bconnors@tescobus.com

From: Brianne Gregory <bgregory@co.monroe.in.us>
Sent: Monday, December 11, 2023 3:02 PM
To: Ben Connors <bconnors@tescobus.com>
Cc: nick <nick@indianarecoveryalliance.org>
Subject: Indiana Recovery Alliance Van - final cost?

Hi Ben –

My name is Bri Gregory. I am working with Nick on obtaining the complete cost of purchasing the IRA Van and getting it into service in Bloomington. I saw from the proposal that the cost sans additional options but including delivery was noted as \$237,950.00. Could you please confirm that there are NO other associated costs with purchase and delivery of this vehicle? If there are additional costs, please respond with an itemized list.

Thank you very much, in advance, for your assistance!

Best,

Brianne

Brianne M. Gregory

Financial Director

Monroe County Auditor's Office

100 W. Kirkwood Ave.

Bloomington, IN 47404

812.349.5024 – Desk

616.886.9456 - Cell

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or not the person responsible for delivering this email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please notify the sender by

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11/9/2023

Ben Connors p 419-720-7433
 bconnors@tescobus.com f 419.836.8460

5434 Navarre Ave www.tescosv.com
 P.O. Box 167230 855.376.9797
 Oregon OH 43616

Indiana Recovery Alliance

118 S. Rogers St Nicholas Voyles
 Bloomington IN 47404 812-361-6451
 nick@indianarecoveryalliance.org

Qty: 1

**2024 Mobile Medical Clinic w/
 Wheelchair Lift**

**with a 2023 Ford E450
 2 passenger & driver**



Picture is from a similar vehicle

Engine: 7.3L
 Wheelbase: 158
 GVWR: 14500

Standard Chassis Equipment

- Ford E-450 7.3L V8 Gas Engine
- 14,500 GVWR
- 6 Speed Automatic Transmission
- 225/75RX16E Tires
- 50 State Emissions
- Cruise Control
- Dual Batteries
- 55 Gallon Fuel Tank
- Daytime Running Lights
- AM/FM/USB Radio with 4 Speakers

Standard Body Equipment

- Welded Tubular Steel Cage
- Drive Shaft Guards
- Rear Mud Flaps
- Steel Cage Primered w/Rust Inhibitor
- Underbody Foam Sealed and Undercoated
- 3/4" Coosa Composite Subfloor
- Fiberglass Flat Vertical Sidewalls
- White Fiberglass Gel Coat Exterior
- 1' Polystyrene Foam Board Insulation
- Tinted A-Panel Window in Cab
- LED Interior and Exterior Lighting
- Heavy-Duty Steel Powder-Coated Rear Bumper
- Velvac Exterior Manual Mirrors (L & R) on Terra Transit

Body and Chassis Standard Equipment is subject

**to change without notice and may be replaced
 by Options Included on next page.**

Custom Floorplan
 ULine wall storage
 Flip desk in rear room

Quote #NQ59596

11/9/2023

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P.O. Box 167230 855.376.9797
Oregon OH 43616

Indiana Recovery Alliance
118 S. Rogers St
Bloomington IN 47404

Nicholas Voyles
812-361-6451
nick@indianarecoveryalliance.org

Options Included

Additional Chassis Equipment

Full Wheel Alignment - Castor & Camber

Additional Equipment

LED Light Strip for upper cabinets
(2) Floor Wall Heater 1000W 120V
(2) Smoke/Carbon Detector
(2) Trash Can
Sink-with Heat

Additional Installed Options

Door Stopper-Dome
(2) Cab Privacy Curtain 47X64
First Aid Kit - 24 Unit
Triangle Reflectors
5 Lb. Extinguisher 3A 40 BC
Medical Gloves w/Disposable System
Vent Fan Header Compartment
(2) Coat Hook
Vent Fan Cover- For Header Comp.
Curtain Track
Girard 9' Power Awning with LED Lights
Spot Graphics
(2) Curtain Hold Back Strap
(2) Storage Compartment Lock 1 3/8" Keyed
Wheel Liners Stainless Steel E350/450 w/Valve Ext.
Ritter 204 Exam Table
Gel Hand Sanitizer

Climate Control

(2) (2) Roof Vent - Fantastic 4000 Series 14"
Roof A/C 15,000 BTU with Thermostat

Doors/Windows/Mirrors

Kubota Key Switch - Exterior
Interior Door Switch (For Front Passenger Entrance Door)
Entrance Door, Electric - Built In Cab, 29"

Electrical

Replace Standard Dome Lights with 4" x 11" LED Lights
90A All-in-one 240V 18 pos Converter w/ Resettable Breakers
(2) 12v Wire Circuit
QG7000 Generator
2000w Inverter Located in the B-Pillar
Additional 4" x 11" LED Light
110V Electrical
RVS Backup Camera - 7" Mirror Monitor
Terra Transit Pullout Battery Tray
Thor TH002 MFG Inverter Switch
25' 50 Amp Shore Power Cord w/ Inlet plug wired to transfer switch
Wire One 110v Outlet To Be Hot At All Times
Pull 110v 12 Ga. SL Cable, Coiled Up to Front Bulkhead Area
Full Battery Disconnect Switch (Mounted in Drivers Stepwell)
(2) Interior Switch for Dome Lights
110v Exterior GFI Outlet
110V Transfer Switch

(2) Pull 110v 14/2 Ga. SL Wire Lead
(6) 110v Outlet with Faceplate - 110v Duplex Outlet

Exam Specific Electrical

50 Amp Shore Power with Cord, 28' Length
110v Package Includes 5 Outlets - 10 Plugs
Inlet on Side of Vehicle for Plug In
Breaker Box, Breakers and Transfer Switch
Cummins Onan 7.0 Generator GL7000 w/Remote Starter Switch

Exterior

Running Board - Wide Diamond Plate (Driver's Side)
Generator Enclosure Kit
Generator Prep Kit
All Storage Areas Locked and Keyed the Same

Front Exam Room

Custom Laminate Cabinet Locking Drawers
LED Lighting Under Upper Cabinets
Custom Laminate Locking Cabinets

Interior

Stanchion Pole w/Assist R.H. Entry
Flip Seat - Featherweight, Single Mid-Back 17" w/ Lap Belts
Smooth White Interior Walls - Gray Vinyl Corner Boards Shipped Loose
Storage Compartment - Over Driver
Altro Faux Wood Flooring Upgrade (Iron Bamboo)
Yellow Step Treads
Exterior Skirt Storage (36"w x 16"h x 21"d)
Additional Steel Backer - Behind Driver Seat
White Fiberglass Wall with Door
Additional Steel Strapping/Backer in Sidewall, Curbside for Cabinets

Paratransit Equipment

Wheelchair Lift Belt
Double W/C Lift Door - Deluxe
Braun NCL1000LB3454 1000# Lift

Rear Exam Room

Custom Laminate Locking Cabinets
Custom Laminate Locking Cabinet Drawers
LED Lighting Under Upper Cabinets

Safety

LED Brake Light - Center High Mount
Back Up Alarm
Locking Fuel Door - Deluxe

Terms: Payment Before Delivery 50% Deposit Required
Valid For: 30 Days
Delivery: Subject to Prior Sale

Due to market volatility in producer material costs, TESCO reserves the right to adjust pricing on this quote prior to production.

Sales Rep. Purchaser Fed Tax ID # Date

Unit Price	\$252,850.00
Mobility Rebate	(\$1,000.00)
Discount	(\$10,000.00)
Delivery	Included
Unit Total	\$241,850.00
Ext. Total	\$241,850.00
Trade-in(s)	None
Net Total	\$241,850.00

11/9/2023

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bconnors@tescobus.com f 419.836.8460

Indiana Recovery Alliance

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Nicholas Voyles
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P.O. Box 167230 855.376.9797
Oregon OH 43616

Trades

Floorplan

Quote #NQ59596	
11/9/2023	
Ben Connors	p 419-720-7433
bconnors@tescobus.com	f 419.836.8460
5434 Navarre Ave	www.tescosv.com
P.O. Box 167230	855.376.9797
Oregon OH 43616	

Indiana Recovery Alliance

118 S. Rogers St	Nicholas Voyles
Bloomington IN 47404	812-361-6451
	nick@indianarecoveryalliance.org

Additional Suggested Options

Welch/Allyn Diagnostic Board	\$2,900.00
Graphics Wrap	\$10,000.00

Purchase of Property			
	County Contribution	2024 Grant Contribution	2025
			Total
Property	\$ 28,000.00		\$ 28,000.00
Transfer costs	\$ 14,000.00		\$ 14,000.00
Appraisals	\$ 3,000.00		\$ 3,000.00
Renovation/building costs	\$ 155,000.00		\$ 155,000.00
Total for property/building	\$ 200,000.00	\$ 350,000.00	\$ 550,000.00

Outreach Van			
Van	\$ 20,000.00	\$ 100,000.00	\$ 120,000.00

Monroe County Health Department Harm Reduction Supplies			
Harm Reduction Supplies	\$ 15,000.00	\$ 51,000.00	\$ 51,000.00
			\$ 117,000.00

Water, alcohol wipes, tourniquettes, smoking kits, cookers, sharps disposal containers, hygiene items, bandaids, cottons, printing
Health Department

Monthly Reports			
2 projects- 1 monthly report	\$ -	\$ 12,000.00	\$ 12,000.00
			\$ 12,000.00

Totals	\$ 235,000.00	\$ 513,000.00	\$ 63,000.00
		\$ 576,000.00	

AWARD

1237 Opioid RESTRICTED		Grant Match	\$ Remaining
12/31/2022	\$ 436,666.37		
9/15/2023	\$ 86,287.89		
9/15/2023	\$ 120.61		
Balance	\$ 523,074.87	\$ 235,000.00	\$ 288,074.87

1238 Opioid UNRESTRICTED	
12/31/2022	\$ 105,904.07
9/15/2023	\$ 1,300.47
Balance	\$ 107,204.54

Opioid Estimated Payments and Actual

	Total Unrestricted 1238	Total Restricted 1237	Additional Amount IC 4-6-14- 4(a)(4)
	\$ 1,349,094.22	\$ 3,597,505.81	

2022			
Estimated	\$ 105,904.07	\$ 436,128.11	\$ 538.26
Actual	\$ 105,904.07	\$ 436,666.37	\$ -
Total Received			\$ 542,570.44

2023			
Estimated	\$ 155,859.05	\$ 446,924.60	\$ 565.70
Actual (as of 10/9/23)		\$ 86,287.89	\$ 1,421.08
Total Received			\$ 87,708.97

2024			
Estimated	\$ 55,379.27	\$ 198,152.75	\$ 244.57
Actual			
Total Received			\$ -

2025			
Estimated	\$ 64,575.88	\$ 93,876.10	\$ 271.04
Actual			
Total Received			\$ -

2026			
Estimated	\$ 64,574.88	\$ 233,280.33	\$ 288.82
Actual			
Total Received			\$ -

2027			
Estimated	\$ 64,322.16	\$ 232,690.69	\$ 288.09
Actual			
Total Received			\$ -

2028			
Estimated	\$ 107,127.16	\$ 249,963.38	\$ 308.49
Actual			

2029			
Estimated	\$ 107,471.67	\$ 250,767.25	\$ 309.49
Actual			

now the State of Indiana plans to use the state's 35% appropriation for abatement from the National Opioid Settlement with distributors McKesson, Cardinal Health and AmerisourceBergen and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. [House Enrolled Act 1193](#), passed by the Indiana General Assembly and signed by Governor Eric J. Holcomb in March 2022, creates a 50/50 state and local split and defines the intensity metrics on how much money each locality will receive.

The State is using the Johns Hopkins Bloomberg School of Public Health's [five guiding principles](#) to ensure dollars are used most effectively:

1. Spend the money to save lives
2. Use evidence to guide spending
3. Invest in youth prevention
4. Focus on racial equity
5. Develop a fair and transparent process for deciding where to spend the funds.

Documents

- Click [here](#) to view Indiana's plan for the 35% appropriated for abatement to the Indiana Family and Social Services Administration.
 - [Exhibit E](#) of the national settlement document outlines the approved abatement uses.
 - Click [here](#) to view distribution totals for participating subdivisions.
-

Organization Name:	
Month/Year:	

Construction Update	
Identify Project Phase:	
Activities Completed this month:	
Barriers/Delays:	

Financial Update			
Amount Spent this Month:	Line 1	\$	-
	Line 2	\$	-
	Line 3	\$	-
	Total Spent This Month	\$	-
Total Funds Remaining:		\$	-

Starting funds	\$	-
-----------------------	----	---

This number should be based off of initial starting amount or remaining funds from previous month

The line title should match what is written on your claims form.
These numbers should match your claims form.

Development Stage Options
Pre-Development
Construction
Construction Delayed/Stopped
Starting Certification
Certified

1 How many people did you serve this month?

2 What are the demographics of the people served this month?

i.e.) Race, ethnicity, gender, age

3 What evidence-based practices were implemented this month?

4 What resources were given to clients upon discharge?

5 Provide an overall summary of program successes and barriers.

6 Have there been any staff turnover for staff covered by these funds? If so, provide a new hire plan and timeline.

Purchase of Property

	County Contribution	Grant Contribution	Total
Property	\$ 28,000.00	\$150,000.00	\$ 178,000.00
Transfer costs	\$ 14,000.00	\$ 12,000.00	\$ 26,000.00
Appraisals	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Renovation/building costs	\$ 155,000.00	\$ 185,000.00	\$ 340,000.00
Total for property/building	\$ 200,000.00	\$350,000	\$ 550,000.00

Van	\$ 20,000.00	\$ 11,000.00	\$ 31,000.00	Indiana Department of Health Harm Reduction Program Mobile Unit & Supply Vending Machine	
Centerstone - STRIDE	\$ 50,000.00	567,260.29	100,000.00	\$ 717,260.29	100,000 from Cook
CoB Narcan project			\$ 3,700.00	100,000 from CoB	Includes cost of training video
CoB Drug take-back			\$ 37,500.00	Signs & Printing	
Drug checking	\$ 40,000.00	102000	\$ 142,000.00		
Harm Reduction Supplies	\$ 15,000.00	100,000	\$ 115,000.00	Water, alcohol wipes, tourniquettes, smoking kits, cookers, sharps disposal Health Department	
County commitment	\$ 325,000.00				
County Commitment Based upon Grant approval	\$ 235,000.00				

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
[-] Fund : 1237											
[-] Fund Desc : Opioid Restricted											
[-] Loc : 0000											
[-] Loc Desc : No Department											
1237	60100	Transfer Out Fund To Fund	0.00	0.00	0.00	0.00	0.00	235,000.00	(235,000.00)	0.00	0.00%
1237	30013	Professional Services	0.00	0.00	93,000.00	0.00	93,000.00	0.00	93,000.00	0.00	100.00%
			0.00	0.00	93,000.00	0.00	93,000.00	235,000.00	(142,000.00)	0.00	(152.69%)
			0.00	0.00	93,000.00	0.00	93,000.00	235,000.00	(142,000.00)	0.00	(152.69%)
			0.00	0.00	93,000.00	0.00	93,000.00	235,000.00	(142,000.00)	0.00	(152.69%)
			0.00	0.00	93,000.00	0.00	93,000.00	235,000.00	(142,000.00)	0.00	(152.69%)
			0.00	0.00	93,000.00	0.00	93,000.00	235,000.00	(142,000.00)	0.00	(152.69%)

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Commissioners MEETING DATE REQUESTED (*Tentative*): March 12, 2024
Request Presenter(s): Greg Crohn/Angie Purdie Phone: 812-349-2550

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:*

De-Appropriation of Account Lines

Fund Name:

Other (*Specify*) Request the Creation of a New Location- 0106

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

1170-0106 PS LIT. Additional Appropriation Request: During the Budget session, mistakes were made (by me). 1170-0106 needs to be appropriated for the ongoing contract with Axon (attached). We are currently behind in our payments. 2023 was paid in January of this year, and 2024, will be due in October of this year. As such I am asking for \$287,538.02 (\$143,769.01 x 2).

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.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-326850-44405.646JK

Issued: 07/28/2021

Quote Expiration: 10/01/2021

Account Number: 106397

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-301 N College Ave 301 N College Ave Bloomington, IN 47404-3843 USA	Monroe County Sheriff's Office - IN 301 N College Ave Bloomington, IN 47404-3843 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: Email: jkoestner@axon.com Fax:	Eric Evans Phone: (812) 349-2522 Email: eevans@co.monroe.in.us Fax: (812) 349-2828

Program Length	60 Months
TOTAL COST	\$718,845.05
ESTIMATED TOTAL W/ TAX	\$718,845.05

Average Savings Per Year	\$31,893.79
TOTAL SAVINGS	\$159,468.95

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2021	\$143,769.01
Year 2	Oct, 2022	\$143,769.01
Year 3	Oct, 2023	\$143,769.01
Year 4	Oct, 2024	\$143,769.01
Year 5	Oct, 2025	\$143,769.01

Quote Details

Bundle: BWC Unlimited with TAP Quantity: 96 Start: 11/1/2021 End: 10/31/2026 Total: 487007.99 USD			
Category	Item	Description	Requested Ship Date
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/01/2021
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10/01/2021
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	04/01/2024
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	04/01/2024
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10/01/2026
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	10/01/2026
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/01/2021

Bundle: AB3 Camera Bundle Quantity: 96 Start: 11/1/2021 End: 10/31/2026 Total: 63748.8 USD			
Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	10/01/2021
Spare Camera	73202	AXON BODY 3 - NA10	10/01/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/01/2021
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/01/2021
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/01/2021
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/01/2021

Bundle: AB3 Camera Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 664.05 USD			
Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	10/01/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/01/2021
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/01/2021

Bundle: Body Worn Camera TAP Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 1596.01 USD			
Category	Item	Description	Requested Ship Date
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/01/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	04/01/2024
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	10/01/2026

Individual Items USD

Category	Item	Description	Requested Ship Date
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
Other	73478	REDACTION ASSISTANT USER LICENSE	
Other	73682	AUTO TAGGING LICENSE	
Other	73449	RESPOND DEVICE LICENSE	
Other	85144	AXON STARTER	
Other	85144	AXON STARTER	

Bundle: Pro License Bundle Quantity: 4 Start: 11/1/2021 End: 10/31/2026 Total: 8892 USD

Category	Item	Description	Requested Ship Date
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 15139.2 USD

Category	Item	Description	Requested Ship Date
Other	75015	SIGNAL SIDEARM KIT	10/01/2021

Item	Description	QTY	Delivery/ Start	End Date	List Price	Discount	Tax	Net Price	Total(USD)
BWCUwTAP	BWC Unlimited with TAP	96	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
AB3C	AB3 Camera Bundle	96	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
80464	EXT WARRANTY, CAMERA (TAP)	96	10/01/2021	10/31/2026	\$462.70	23.13%		\$439.56	\$42,198.13
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	96	11/01/2021	10/31/2026	\$1,893.42	23.13%		\$1,798.75	\$172,680.05
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	12	10/01/2021	10/31/2026	\$832.62	23.13%		\$790.99	\$9,491.87
73689	MULTI-BAY BWC DOCK 1ST REFRESH	12	04/01/2024	10/31/2026	\$1,302.74	23.13%		\$1,237.60	\$14,851.22
73309	AXON CAMERA REFRESH ONE	99	04/01/2024	10/31/2026	\$610.91	23.13%		\$580.37	\$57,456.24
73688	MULTI-BAY BWC DOCK 2ND REFRESH	12	10/01/2026	10/31/2026	\$1,363.43	23.13%		\$1,295.25	\$15,543.05
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	96	11/01/2021	10/31/2026	\$1,165.18	23.13%		\$1,106.92	\$106,264.65

73310	AXON CAMERA REFRESH TWO	99	10/01/2026	10/31/2026	\$639.23	23.13%		\$607.27	\$60,119.78
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	384	11/01/2021	10/31/2026	\$19.42	23.13%		\$18.45	\$7,084.31
80464	EXT WARRANTY, CAMERA (TAP)	3	10/01/2021	10/31/2026	\$462.70	23.13%		\$439.56	\$1,318.69
73202	AXON BODY 3 - NA10	96	10/01/2021	10/31/2026	\$699.00	5.00%		\$664.05	\$63,748.80
73202	AXON BODY 3 - NA10	3	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	96	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	3	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
AB3C	AB3 Camera Bundle	1	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
BWCamTAP	Body Worn Camera TAP Bundle	1	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
73202	AXON BODY 3 - NA10	1	10/01/2021	10/31/2026	\$699.00	5.00%		\$664.05	\$664.05
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	1	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
80464	EXT WARRANTY, CAMERA (TAP)	1	10/01/2021	10/31/2026	\$453.83	24.60%		\$431.14	\$431.14
73309	AXON CAMERA REFRESH ONE	1	04/01/2024	10/31/2026	\$599.20	24.60%		\$569.24	\$569.24
73310	AXON CAMERA REFRESH TWO	1	10/01/2026	10/31/2026	\$626.98	24.60%		\$595.63	\$595.63
ProLicense	Pro License Bundle	4	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	4	11/01/2021	10/31/2026	\$1,440.00	5.00%		\$1,368.00	\$5,472.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	11/01/2021	10/31/2026	\$2,270.15	7.84%		\$2,156.64	\$8,626.57
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	11/01/2021	10/31/2026	\$23.28	7.84%		\$22.12	\$265.43
73478	REDACTION ASSISTANT USER LICENSE	100	11/01/2021	10/31/2026	\$540.00	5.00%		\$513.00	\$51,300.00
73682	AUTO TAGGING LICENSE	100	11/01/2021	10/31/2026	\$540.00	5.00%		\$513.00	\$51,300.00
73449	RESPOND DEVICE LICENSE	100	11/01/2021	10/31/2026	\$300.00	5.00%		\$285.00	\$28,500.00

74028	WING CLIP MOUNT, AXON RAPIDLOCK	105	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	1	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
DynamicBundle	Dynamic Bundle	1	10/01/2021	10/31/2026	\$0.00	0.00%		\$0.00	\$0.00
75015	SIGNAL SIDEARM KIT	64	10/01/2021	10/31/2026	\$249.00	5.00%		\$236.55	\$15,139.20
85144	AXON STARTER	1	11/01/2021	10/31/2026	\$2,750.00	5.00%		\$2,612.50	\$2,612.50
85144	AXON STARTER	1	11/01/2021	10/31/2026	\$2,750.00	5.00%		\$2,612.50	\$2,612.50
								Total	\$718,845.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature page for Axon Enterprises
New Body Worn Cameras



Signature

August 4, 2021

Date Signed

7/28/2021

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
[-] Fund : 1170											
[-] Fund Desc : Public Safety LIT											
[-] Loc : 0106											
[-] Loc Desc : Technical Services											
1170	30072	Telephone Maintenance	0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%
			0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%
			0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%
			0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%
			0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%
			0.00	80,000.00	0.00	0.00	80,000.00	79,872.09	127.91	0.00	0.16%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Commissioners MEETING DATE REQUESTED (Tentative): March 12, 2024
Request Presenter(s): Angie Purdie Phone: 812-349-2553

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: Election 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.).

1215-0068 Election Fund. Requesting new account lines for the Election Operations Building (NAPA) budget be added. As this will be a major election and we want to be prepared for any repairs and/or equipment needs for this building. No additional appropriations are being requested at this time.

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.

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Sheriff MEETING DATE REQUESTED (Tentative): 3/12/2024
Request Presenter(s): Sheriff Ruben Marte, Chief Deputy Phil Parker, Commander Kyle Gibbons, & Cory Grass 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:

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) Jail Transition Team

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

The purpose of this request is to discuss funding and what personnel transactions are needed to activate the Jail Transition Team.

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.

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
<input type="checkbox"/> Fund : 8950											
<input type="checkbox"/> Fund Desc : American Rescue Plan Act Fund											
<input type="checkbox"/> Loc : 0000											
<input type="checkbox"/> Loc Desc : No Department											
8950	18101	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8950	19900	ARPA Retention Bonus	1,282,650.00	0.00	0.00	(98,222.22)	1,184,427.78	1,184,427.78	0.00	0.00	0.00%
8950	29000	ARPA Sharps Disposal Boxes	0.00	0.00	55,000.00	(55,000.00)	0.00	0.00	0.00	0.00	0.00%
8950	36704	ARPA Sojourn House Renov Proj	164,000.00	0.00	0.00	(164,000.00)	0.00	0.00	0.00	0.00	0.00%
8950	36705	ARPA COVID Vaccine Incentive	466,552.00	0.00	0.00	(466,552.00)	0.00	0.00	0.00	0.00	0.00%
8950	36708	ARPA Childcare	300,000.00	0.00	725,000.00	(725,000.00)	300,000.00	300,000.00	0.00	0.00	0.00%
8950	36711	ARPA Fairground Wireless (LR)	0.00	0.00	48,677.00	0.00	48,677.00	48,677.00	0.00	0.00	0.00%
8950	37486	ARPA Pantry 279 (Food)	0.00	0.00	65,000.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00%
8950	37487	ARPA HHFB (Food)	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	0.00%
8950	37489	ARPA People's Market (Food)	0.00	0.00	48,000.00	0.00	48,000.00	48,000.00	0.00	0.00	0.00%
8950	48000	ARPA Brine System	260,531.97	0.00	0.00	(45,471.14)	215,060.83	215,060.83	0.00	0.00	0.00%
8950	48001	ARPA Rural Transit (Buses)	540,000.00	0.00	0.00	0.00	540,000.00	540,000.00	0.00	0.00	0.00%
8950	48002	ARPA HHFB (Trailer)	30,000.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00%
8950	37418	ARPA Bicentennial Pathway (LR)	0.00	0.00	755,900.00	(688,700.00)	67,200.00	50,620.10	16,579.90	0.00	24.67%

Fund	Acct	Acct Desc	Carry	Original					Unexpend	Encumbrance	Unexpend
			Forward	Approp	Add'l	Approp	Adj	Total	Approp		Balance
8950	29001	ARPA Gun Safes	0.00	0.00	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00	100.00%
8950	36715	ARPA IU Disability Survey (LR)	0.00	0.00	83,000.00	0.00	83,000.00	29,446.70	53,553.30	0.00	64.52%
8950	36714	ARPA Program Support	0.00	0.00	116,450.00	0.00	116,450.00	42,245.03	74,204.97	0.00	63.72%
8950	36716	ARPA Karst Wireless (LR)	0.00	0.00	75,000.00	0.00	75,000.00	0.00	75,000.00	0.00	100.00%
8950	36707	ARPA Wastewater Monitoring	91,000.00	0.00	0.00	0.00	91,000.00	3,500.00	87,500.00	0.00	96.15%
8950	36721	ARPA Rural Transit Bus Service	0.00	0.00	88,000.00	0.00	88,000.00	0.00	88,000.00	0.00	100.00%
8950	48008	ARPA Housing Infrastructure	0.00	0.00	135,000.00	0.00	135,000.00	0.00	135,000.00	0.00	100.00%
8950	37419	ARPA Bicen. Non-Match (LR)	0.00	0.00	0.00	688,700.00	688,700.00	539,367.92	149,332.08	0.00	21.68%
8950	37491	ARPA Smart Start (CF)	0.00	0.00	200,000.00	0.00	200,000.00	0.00	200,000.00	0.00	100.00%
8950	36719	ARPA Jail Transitional Directo	0.00	0.00	330,000.00	0.00	330,000.00	9,167.66	320,832.34	0.00	97.22%
8950	36709	ARPA Rural Housing Repair	0.00	0.00	400,000.00	0.00	400,000.00	12,982.00	387,018.00	0.00	96.75%
8950	37488	ARPA Community Kitchen (Food)	0.00	0.00	400,000.00	0.00	400,000.00	0.00	400,000.00	0.00	100.00%
8950	36710	ARPA Septic Assistance	0.00	0.00	420,000.00	0.00	420,000.00	0.00	420,000.00	0.00	100.00%
8950	48006	ARPA Paving/Drainage Projects	0.00	0.00	1,271,136.00	0.00	1,271,136.00	778,062.21	493,073.79	0.00	38.79%

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
8950	36713	ARPA Perm Sup Housing Ininitiv	0.00	0.00	500,000.00	0.00	500,000.00	0.00	500,000.00	0.00	100.00%
8950	48007	ARPA Summit Hill Child Care	0.00	0.00	700,000.00	0.00	700,000.00	0.00	700,000.00	0.00	100.00%
8950	48010	ARPA Airport Stormwater/Dra ina	0.00	0.00	720,000.00	0.00	720,000.00	0.00	720,000.00	0.00	100.00%
8950	48003	ARPA MFPD (Ambulances & Equip)	1,217,970.00	0.00	0.00	0.00	1,217,970.00	371,805.92	846,164.08	0.00	69.47%
8950	48005	ARPA Solar Projects (LR)	0.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	1,011,571.00	0.00	100.00%
8950	48004	ARPA Conv Center Improve (LR)	0.00	0.00	1,059,000.00	0.00	1,059,000.00	17,126.55	1,041,873.45	0.00	98.38%
8950	36712	ARPA Community Asst-Foundatio n	0.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	1,200,000.00	0.00	100.00%
8950	36706	ARPA Osage Place	1,773,076.00	0.00	0.00	0.00	1,773,076.00	0.00	1,773,076.00	0.00	100.00%
8950	48009	ARPA Karst Park Fields Project	0.00	0.00	3,750,000.00	0.00	3,750,000.00	0.00	3,750,000.00	0.00	100.00%
			6,125,779.97	0.00	14,296,734.00	(1,554,245.36)	18,868,268.61	4,385,489.70	14,482,778.91	0.00	76.76%
			6,125,779.97	0.00	14,296,734.00	(1,554,245.36)	18,868,268.61	4,385,489.70	14,482,778.91	0.00	76.76%
			6,125,779.97	0.00	14,296,734.00	(1,554,245.36)	18,868,268.61	4,385,489.70	14,482,778.91	0.00	76.76%
			6,125,779.97	0.00	14,296,734.00	(1,554,245.36)	18,868,268.61	4,385,489.70	14,482,778.91	0.00	76.76%
			6,125,779.97	0.00	14,296,734.00	(1,554,245.36)	18,868,268.61	4,385,489.70	14,482,778.91	0.00	76.76%

RESOLUTION 2024-13

A Resolution to Update a Sophia Travis Community Service Grant to Beacon Inc.

WHEREAS, in 2022 the Monroe County Council ("Council") passed a Resolution which, in part, granted funds to the Beacon Inc., as part of the Sophia Travis Community Service Grant program; and

WHEREAS, the Grant funds were awarded to Beacon Inc. by the "Agreement for the 2022 Sophia Travis Community Services Grant," which shall be referred to as "Exhibit A" on September 28, 2022 and were to be used for Lifesaving services for persons experiencing homelessness; and,

WHEREAS, the Grant Funds were to be used by Beacon Inc. no later than the end of the calendar year 2023; and,

WHEREAS, Beacon Inc. has requested an extension of time to use remaining funds that were not used by the end of the calendar year of 2024; and,

WHEREAS, Beacon Inc. has requested to use remaining funds toward CPR/ First Aid training as well as the purchase of project related supplies.

WHEREAS, the Council deems it appropriate for Beacon Inc. to amend the purpose of grant funds as well as to receive an extension of time to use remaining funds, as shown in the attached Amendment to Agreement for the 2022 Sophia Travis Community Services Grant, which shall be referred to as "Exhibit B", and shall be forwarded to the Monroe County Board of Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED, that:

Beacon Inc. wishes to receive an extension of time to use grant funds awarded by Agreement, "Exhibit A." The Council approves the extension of time, consistent with attached Amendment, "Exhibit B," and agrees to forward the Amendment to Agreement for the 2022 Sophia Travis Community Services Grant, to the Monroe County Board of Commissioners for approval.

Presented to and adopted this 12th day of March, 2024, by the Monroe County Council, Monroe County, Indiana.

The remainder of the page has been 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

**AMENDMENT TO
AGREEMENT FOR THE 2022
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Amendment, consisting of two (2) pages, is entered into by the Monroe County Board of Commissioners ("County") and "**Beacon, Inc.**" ("Grantee"), effective as of the last date executed by both parties, as shown below.

On September 28, 2022, the County and the Grantee entered an Agreement ("Agreement") covering the Sophia Travis Community Services Grant ("Grant") awarded to Grantee by the Monroe County Council for **2022**. The total amount awarded through the Sophia Travis Community Service Grant to Grantee is \$7,320.00. The Agreement is attached herein as "Exhibit A." This Amendment hereby amends the Agreement as follows:

1. Paragraph 2 "Purpose" in Agreement provides: "Grantee shall use the Grant for Lifesaving Tools Persons Experiencing Homelessness. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission for other use of the funds."
2. Grantee now requests the approval to use remaining grant funds toward providing Beacon, Inc staff with CPR/First Aid training. A portion of grant funds allowed for Beacon, Inc. staff to complete instructor training and now said staff is available and qualified to provide additional Beacon Inc Staff with CPR/First Aid training. Grantee would also be seeking permission to use grant funds for the purchase of project related supplies. Grantee now seeks approval to extend use grant funds for this purpose. By extending the use to include CPR/First Aid staff certifications, Grantee will be able to fully utilize the funding received from County within the eligible spending period.
3. Paragraph 3 "Completion" in the Agreement provides: "The Grant must be used by Grantee no later than the end of the calendar year **2023**. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant."
4. Grantee was unable to use the full amount awarded by the Grant by the end of the calendar year of 2023. Grant funds were used to allow for staff members to complete instructor training. Grantee has remaining grant funds for which it is requesting an extension of use and simultaneously an extension of time to provide the opportunity to use funds for the extended purpose.
5. The Grantee has requested an extension of time as provided for in Paragraph 3 to use the Grant.
6. The County and the Grantee hereby agree to extend the date of completion by which funds must be used no later than December 31, 2024.
7. Except as specifically changed or altered by this Amendment, the Agreement remains in full force and effect and without other revisions. This Amendment shall be attached to the Agreement and fully incorporated therein.

In Witness Whereof, County and Grantee have executed this Agreement as dated below.

County:
Monroe County Board of Commissioners

Grantee:
Beacon, Inc.

By: _____
Julie Thomas, President

By:  _____
Authorized Representative

Date: _____

Date: 3/5/24

Attest:

Brianna Gregory, Auditor
Monroe County, Indiana

Date: _____, 2024.

2022 SOPHIA TRAVIS COMMUNITY SERVICE GRANTS

COMMITTEE RECOMMENDATION

Beacon Inc. was awarded \$7,320 to use for lifesaving tools for persons experiencing homelessness. Per the terms of the Agreement, the organization was to use the funds no later than the end of the calendar year 2023. Beacon Inc. was not able to expend the allocated funds within the prescribed time limit. Beacon Inc. has requested the agreement be amended to allow for funds to be used for CPR/ First Aid training and be extended in order to spend the remaining balance of the grant award.

The Sophia Travis Grants Committee met on Monday, March 4, 2024, in order to consider the extension request of Beacon Inc.

The Committee recommends by a vote of 4 to 0 to:

- NOT grant an extension.
- Grant an extension with a term date of December 31, 2024.

This recommendation will be forwarded to the Monroe County Council for approval.

So recommended this 4th day of March, 2024.

Cheryl Ann Munson
Cheryl Munson, Chair

Jennifer R. Crossley
Jennifer Crossley, Member

Peter Iversen
Peter Iversen, Member

Hattie L Johnson
Hattie L Johnson (Mar 6, 2024 14:59 EST)
Hattie Johnson, Member

VACANT

ORDINANCE # 2024-14
ORDINANCE AMENDING 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, the Monroe County Council wishes to readopt the Food and Beverage Tax in Monroe County, as previously established by Ordinance 2017-51, and incorporates the 2023 legislative changes.

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

SECTION 1. ESTABLISHMENT OF TAX; APPLICATION OF TAX

- a) Pursuant to the authority granted to the Monroe County Council by the General Assembly of the State, under IC 6-9-41 et seq., and expressly referencing IC 6-9-41-5(a), there is hereby established a county food and beverage tax to be imposed upon any transaction in which food or beverage is furnished, prepared, or served:
 - 1. for consumption at a location, or on equipment provided by a retail merchant;
 - 2. within Monroe County; and
 - 3. by a retail merchant for consideration.

- b) The transactions described in subsection A of this section include transactions in which food or beverage is:
 - 1. served by a retail merchant off the merchant’s premises;
 - 2. food sold in a heated state or heated by a retail merchant;
 - 3. two (2) or more food ingredients mixed or combined by a retail merchant for sale as a single item (other than food that is only cut, repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the federal Food and Drug Administration in chapter 3, subpart 3-401.11 of its Food Code so as to prevent food borne illnesses); or food sold with eating utensils provided by a
 - 4. retail merchant, including plates, knives, forks, spoons, glasses, cups, napkins, or straws (for purposes of this subdivision, a plate does not include a container or packaging used to transport the food).

- c) The county food and beverage tax does not apply to the furnishing, preparing, or serving of any food or beverage in a transaction that is exempt, or to the extent exempt, from the state gross retail tax imposed by IC 6-2.5.

- d) **APPLICATION OF TAX.** The tax imposed by this ordinance applies to transactions that occur after the last day of the month that succeeds the month in which the ordinance codified in this chapter is adopted.

SECTION 2. RATE OF TAX

The county food and beverage tax imposed on a food or beverage transaction described in Section 1 above equals one percent (1%) of the gross retail income received by the merchant from the transaction. For the purposes of this ordinance the gross retail income received by the retail merchant from the transaction does not include the amount of tax imposed on the transaction under IC 6-2.

SECTION 3. COLLECTION OF TAX; DISTRIBUTION BY THE STATE

- a) Pursuant to IC 6-9-41-8, the tax imposed by this ordinance shall be imposed, paid, and collected in the same manner that the state gross retail tax is imposed, paid, and collected under IC 6-2.5. However, the return to be filed for the payment of the tax under this chapter may be made separately or may be combined with the return filed for the payment of the state gross retail tax, as prescribed by the department of state revenue.
- b) Pursuant to IC 6-9-41-10, the amounts received from the county food and beverage tax imposed under this ordinance shall be paid monthly by the Treasurer of the State to the County Treasurer upon warrants issued by the Auditor of the State.

SECTION 4. ESTABLISHMENT OF NON-REVERTING FUND TO HOLD FOOD AND BEVERAGE TAX RECEIPTS

- a) Monroe County Fund
 1. The County Treasurer shall establish a Food and Beverage Tax Receipts Fund, which shall be a non-reverting fund (the "Tax Receipts Fund").
 2. The County Treasurer shall deposit in the Tax Receipts Fund the revenues allocated to the county pursuant to Section 5(a)(1) below.
 3. Any money earned from the investment of money in the Tax Receipts Fund becomes part of the Tax Receipts Fund.
 4. Money in the Fund at the end of the county fiscal year does not revert to the county general fund.
 5. Following establishment of the Tax Receipts Fund, the Monroe County Auditor shall inform the Controller of the City of Bloomington that the Tax Receipts Fund has been established, and request to be informed at such time as the City of Bloomington performs its duty under IC 6-9-41-12 to establish a similar fund for the City of Bloomington.
- b) City of Bloomington Food and Beverage Fund (Pursuant to IC 6-9-41-12). Following the establishment of the Monroe County Food and Beverage Tax Receipts Fund, the County Auditor shall inform the City Controller that said action has been completed, and request that the City Controller provide notice to the County Auditor when the City of Bloomington Food and Beverage Fund has been established, pursuant to IC 6-9-41-12.
- c) Monroe County Food and Beverage Fund, following the establishment of the Tax Receipts Fund, the County Auditor shall establish the Monroe County Food and Beverage Fund, a non-reverting fund for revenue deriving from tax receipts collected in part of the county that is outside the city.

SECTION 5. ALLOCATION OF FOOD AND BEVERAGE TAXES BETWEEN MONROE COUNTY AND CITY OF BLOOMINGTON

- a) Each month, the County Auditor shall distribute the county food and beverage tax revenue received by the County Treasurer between the City of Bloomington and the County according to the location where the county food and beverage tax was collected. If the Food and Beverage tax was collected in the City of Bloomington, the City must receive the revenue. If the Food and Beverage tax was collected in the part of

the county that is outside the city, the County must receive the revenue.

- b) Distribution of the food and beverage tax revenue to the City of Bloomington must be on warrants issued by the County Auditor.

SECTION 6: COUNTY FOOD AND BEVERAGE TAX RECEIPTS FUND; USE OF FUND

- a) 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.
- b) The County must develop a written plan before December 1st of each year that includes the:
 - 1. Proposed use of the funds for the upcoming year;
 - 2. Detailed use of funds in the current and prior calendar years; and
 - 3. Fund balance as of January 1 of the current calendar year.
- c) 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.
- d) 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.
- e) 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.
- f) 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:
 - 1. The county treasurer shall certify to the county auditor the balance in the county food and beverage tax receipts fund; and
 - 2. The city fiscal officer shall certify to the county auditor the balance in the city food and beverage tax receipts fund.
- g) 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.

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

- a) 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.
- b) 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.

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.

SECTION 9: ADVISORY COMMISSION REPORTS

- a) The Advisory Commission shall receive a copy of the annual report filed with the State Board of Accounts by the Auditor no later than March 31st of each year.
- b) The Advisory Commission shall prepare a summary of the previous year’s annual report for presentation to Council at its first meeting in May. This summary is recommended to include illustrative graphics summarizing the data contained within the annual report as well as any historical data the Commission elects to include to provide a better understanding of the use of the funds for the public and for transparency.
- c) The Advisory Commission shall make an annual recommendations report outlining the Commission’s recommendations to both the County and the City no later than October 31 of each year. The annual recommendations 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.
- d) 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’s Office for consideration by the City.

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 local unit that imposes the Monroe County Food and Beverage Tax, 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 the Auditor's Office the necessary information by February 1st of each year.** The annual food and beverage tax report shall include:
- b) Every expenditure of funds by the local unit:
1. Each local government entity, or instrumentality of a local governmental entity that received a distribution; and
 2. Every expenditure of funds by each local government entity described above;
 3. from amounts received from the food and beverage tax imposed by the local unit during the previous year.
 4. The report must include for each check, expenditure, distribution, or payment
 - i. The date and amount of the check, expenditure, distribution, or payment
 - ii. The payee or recipient
 - iii. The specific purpose, including whether the check, expenditure, distribution, or payment was for an employee salary or a capital project and
 - iv. If applicable a description of the project for which the check, expenditure, distribution, or payment was made.
- c) **A copy of the annual report provided to the State Board of Accounts shall also be provided to the Advisory Committee by the Auditor no later than March 31st of each year.**

Presented to the Monroe County Council of Indiana, read in full and adopted this **12th** day of **March, 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

Resolution 2024-12

A Resolution establishing Pay rates for Absentee Board Members

WHEREAS, Indiana Code 3-11-10-38 provides that voters appointed to the absentee voter boards under Indiana Code 3-11.5-4-22 are entitled to compensation in the form of a per diem at a rate set by the Monroe County Council (“Council”). For members who travel to voters, they are entitled to mileage in addition to the per diem; and

WHEREAS, the Council recognizes that individuals who serve as Absentee Board Members perform an invaluable community service creating a link between the Election offices and the voters that are served in our community and assisting in ensuring that Monroe County elections are efficient and successful; and

WHEREAS, the Council finds that authorizing the compensation for Absentee Board Members pursuant to the foregoing statute would increase the efficiency of election administration in Monroe County, Indiana and should be done accordingly;

NOW THEREFORE, be it ordained by the Council, as the fiscal body of Monroe, County Indiana as follows:

1. Voters appointed to the absentee voter boards pursuant to Indiana Code 3-11.5-4-33 shall be entitled to payment in the following amounts for the performance of all the duties of office imposed on the person by Indiana Code during the timeframes prior to the Primary and General elections of each year:

Absentee Worker Category	Rate
Absentee Worker A	\$17.00/hour
Absentee Worker B	\$17.50/hour
Absentee Worker C	\$18.00/hour

2. The Monroe County Election Board shall determine which category of Absentee Workers each individual election position will be placed within, and the individuals shall be paid the rate for that category. Except for 2024, this determination by the Monroe County Election Board shall be made prior to commencement of work by the Absentee Board Members and a copy of the Resolution establishing what positions are within what categories will be supplied to the Council. Once an Absentee Worker job position is classified in one of the aforementioned categories, the position will remain in that category if and until the Election Board approves otherwise. An Absentee Board member job position should not be moved from one category classification to another in the midst of an election primary or general cycle.

Voters appointed as couriers or absentee ballot counters shall not be included in the positions that are categorized in the aforementioned Absentee Worker categories. The exclusion of these absentee positions is based on Indiana Code §3-11.5-7-2 which provides for the compensation for couriers and absentee counters. Pursuant to that statute, the compensation for couriers and absentee counters is set by the County executive.

3. The Council's expectation is that the individuals who fulfill supervisory and management responsibilities should be placed within the aforementioned category with the highest compensation. Each category of Absentee Board Members should be utilized and placement of individual job positions within a category should be reflective of just compensation for that position based on the expertise and difficulty of work required for that position.
4. In addition to the foregoing compensation, voters who serve in the capacity of Absentee Voter Board-Travel Board members shall be compensated for mileage at the effective IRS approved rate for the individual's travel expenses related to the execution of their assigned duties.
5. In addition to the foregoing compensation, voters who serve in the capacity of Absentee Voter Board members shall be compensated for training in accordance with Indiana Code §3-11-10-39. Pursuant to this statute, the per diem for attending a training session is to be set by the County executive.
6. Federal and State laws require the County to keep an accurate record of time worked in order to calculate employee pay. "Time worked" is all time actually spent on the job, performing assigned duties. To comply with these federal and state requirements, it is required that timekeeping records shall be maintained and submitted to the Monroe County Employee Services office for all individuals appointed as Absentee Board members. Said timesheets shall contain the information set forth by the Monroe County Personnel Policy, specifically Section 5.6. All employees are responsible for accurately recording any and all time he/she has worked.
7. To effectuate the aforementioned compensation schedule, the 2024 Monroe County Salary Ordinance shall be amended to reflect a change of title in account lines:
 - a. Account line 17505 titled "Janitors" shall be retired as it was identified that this position is no longer needed. Thus, this account line will not be used for payment after the effective date of this Resolution,
 - b. Account line 17506 currently titled "Absentee Boards- Early Voting" shall be retitled to "Absentee Workers A." The rate reflected for this account line shall be remain as "\$17.00 hourly."
 - c. Account line 17509 currently titled "Absentee Board-Leads" shall be retitled to "Absentee Workers B." The rate reflected for this account line shall be changed from "paid per person per election Day - \$140" to "\$17.50 hourly."
 - d. Account line 17510 shall be created and titled to "Absentee Workers C." The rate reflected for this account line shall be established as "\$18.00 per hour."

(Remainder of page intentionally left blank.)

Presented to the Monroe County Council of Indiana, read in full and adopted this **12th** day of **March, 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 Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Auditor/Highway MEETING DATE REQUESTED (Tentative): 3/12/2024
Request Presenter(s): Brianne Gregory Phone: 812-349-5024

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: [Redacted]

Transfer of Funds

Category

Fund Name: [Redacted]

Fund to Fund

Fund Name A: [Redacted]

Fund Name B: [Redacted]

Salary Ordinance Amendment Effective Date of Amendment: [Redacted]

De-Appropriation of Account Lines

Fund Name: [Redacted]

Other (Specify) [Redacted]

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

The Auditor's Office is requesting that the anticipated expenses in fund 8171 be appropriated as a housekeeping item given the multiple corrections in the fund in 2022.

The Bicentennial project was originally expended out of fund 1138. Eventually, fund 8171 was created and appropriated. Multiple expenditure corrections were completed to move claims from 1138 to 8171 and vice versa so that the expenditures and receipts were in the same fund. The negative appropriations in the fund-to-fund transfer account line utilized the appropriations previously allotted for anticipated expenses. The Highway Department expects to pay \$82,095.88 out of fund 8171. All of these expenditures are expected to be reimbursed by the grant. If they are not reimbursed, the claims will be corrected to the ARPA 8950-37419 non-match account.

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.

Courtney Moser

From: Carley Woodruff
Sent: Wednesday, January 24, 2024 3:55 PM
To: Lisa Ridge; Ginger Young; Suzanne DeMoss
Cc: Brianne Gregory
Subject: FW: Highway Bicentennial Pathway Appropriations
Attachments: 8171-37417-0000

Hello, all!

Can you please review the email chain below and confirm that you agree with the recommendation? Please also confirm whether you would like Bri to present this at the next available Council meeting.

Best regards,

Carley Woodru
General Ledger and Grants Manager
Monroe County Auditor's Office
100 W Kirkwood Avenue
Bloomington IN 47404
812-349-2519

From: Brianne Gregory <bgregory@co.monroe.in.us>
Sent: Wednesday, January 24, 2024 3:45 PM
To: Carley Woodruff <cwoodruff@co.monroe.in.us>
Subject: Re: Highway Bicentennial Pathway Appropriations

Thanks for the explanation, Carley. I agree with your recommendation. I am absolutely willing to present this to council unless Lisa would prefer to do so.

Please let me know how we are going to move forward and if I need to draft the agenda request.

Bri

On Jan 24, 2024, at 3:23 PM, Carley Woodruff <cwoodruff@co.monroe.in.us> wrote:

Bri,

Ginger just called to discuss the Highway's Bicentennial project. My understanding is that this project was originally expended out of fund 1138. Eventually, fund 8171 was created and appropriated. (ARPA was also appropriated for this project but we aren't going to talk about that just yet.) After appropriating 8171, multiple expenditure corrections were completed to move claims from 1138 to 8171 and vice versa so that the expenditures and receipts were in the same fund. I'm not sure whether the original appropriation was less than it should have been or if the carry forwards from 2022 to 2023 did not account for the FTF corrections in 2022.

Now that the dust is starting to settle, we discovered that fund 8171 does not have appropriations to carry forward into 2024 given the negative appropriation balance in the transfer out fund-to-fund account line. Highway expects to pay \$82,095.88 out of fund 8171. All these expenditures are expected to be reimbursed by the grant. (If they are not reimbursed, the claims will be corrected to the ARPA 8950-37419 non-match account.)

Given the complex nature of this project and the multiple corrections that have occurred to date, I believe the best course of action would be to request that Council appropriate \$82,095.88 in 8171 as a housekeeping item. This will allow the Highway department to pay their claims for expected reimbursements out of the same fund that the reimbursements will be receipted to. Do you agree? If so, is this something that Highway should present or should our office present this at the Council meeting?

As a side note, we are slowly getting these funds worked out. I believe the corrections made at the end of 2023 and the expected receipts in 2024 should make everything look a little clearer in the coming months.

Best regards,

Carley Woodruff
General Ledger and Grants Manager
Monroe County Auditor's Office
100 W Kirkwood Avenue
Bloomington IN 47404
812-349-2519

Courtney Moser

From: Ginger Young
Sent: Wednesday, January 24, 2024 3:15 PM
To: Carley Woodruff; Lisa Ridge
Subject: 8171-37417-0000

Hi Carley,

Just to recap: We need the remaining PO balance of \$58,038.33 + the invoice already paid out of the account \$24,057.55 appropriated for a total of \$82,095.88.

Talk to you tomorrow! 😊

Have a great rest of the day!

Respectfully,

Ginger Young

Administrative Assistant | [Monroe County Highway Department](#)
5900 W Foster Curry Drive, Bloomington, IN 47403
Tel: (812) 349-2555 | www.co.monroe.in.us



Waggoner Irwin Scheele
& Associates INC

MEMO

DATE: February 20, 2024
TO: Kimberly Shell, Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: New Position Request – Highway

As requested, Waggoner, Irwin, Scheele and Associates (WIS) reviewed the new position request for the Highway Department.

Traffic Control Technician/Laborer

This is a new position request. According to information provided by the department, they are requesting to convert one open truck driver position and one open mechanic position into this new position. The Highway department originally had laborer positions years ago and they were eliminated. The department stated that adding the laborer position, will allow the department to retain employees that are not being hired in a truck driver position. A job description has been created and the position will be responsible for performing traffic control duties, operating vehicles, hauling materials, and performing related road construction and maintenance duties. The position will report directly to the Assistant Superintendent.

Job duties include: Performing traffic control duties; Operating various assigned trucks and related equipment; Loading, hauling, and dumping various construction materials and removing snow and ice; Performing pothole patching, digging ditches, scraping, grading, and maintaining berms and shoulders; and Monitoring and reporting missing or damaged road signs, potholes, accidents, or other road hazards.

Job requirements include: High school diploma or HSE; Must be at least 18 years of age; and Possession of a valid driver's license and safe driving record.

We have assessed this position respective of other positions in the LTC job category and factored the position using the Factor Evaluation System (FES) job classification point factor guide charts for LTC positions.

Recommendation: The Highway Laborer position is already established in the County's Highway Union LTC classification charts at LTC A. Therefore, if the position is approved, it is recommended that the position be classified at LTC A Non-exempt.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Traffic Control Technician/Laborer
DEPARTMENT: Highway
WORK SCHEDULE: 7:00 a.m. – 3:00 p.m., M-F (winter)
6:00 a.m. – 4:00 p.m., M-TH (summer)
JOB CATEGORY: LTC (Labor, Trades and Crafts)

DATE WRITTEN: February 2024
DATE REVISED:

STATUS: Full-time
FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. The County of Monroe provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless the accommodation would present an undue hardship.

Incumbent serves as Traffic Control Technician/Laborer for the Monroe County Highway Department, responsible for traffic control duties, operating vehicles, hauling materials, and performing related road construction and maintenance duties.

DUTIES:

Performs traffic control duties including setting up and maintaining temporary traffic control devices and maintaining work zone and work zone signage.

Operates various assigned trucks and related equipment including loaders, dump trucks, chippers, and bucket trucks for the maintenance and repair of roads and County owned property.

Loads, hauls, and dumps various construction materials and removes snow and ice from County roads using appropriate equipment.

Regularly checks trucks and equipment to ensure proper fluid levels and mechanical functions, including checking tires and lights, and changing oil.

Performs pothole patching, digs ditches, scrapes, grades, and maintains berms and shoulders including hauling and/or replacing culverts, bridge beams, and pipes as assigned.

Monitors and reports missing or damaged road signs, potholes, accidents, or other road hazards to appropriate persons.

Operates mower on roadside, cutting road brush, and picking up trash and expired animals as needed.

Periodically performs duties of heavy and light equipment operators, as situations require or as directed.

Operates 2-way radio, dispatching and receiving calls and assistance as needed.

Performs other duties of Department such as maintenance of facilities and county owned properties.

Serves on call for snow or ice emergencies as required.

Performs related duties as assigned.

I. SKILLS AND KNOWLEDGE:

High school diploma or HSE required.

Must be at least 18 years of age.

Working knowledge of and ability to operate trucks and related equipment with basic knowledge of mechanics of light and heavy equipment and ability to perform preventative maintenance and minor repair.

Working knowledge of safety procedures for working in or around vehicles and heavy equipment, and/or working around traffic.

Ability to safely operate, protect, and maintain assigned equipment, tools, and vehicles including hammers, screw drivers, wrenches, chain saws, manual post hole digger, shovel, rake, mop, broom, pruner, dump truck, snowplow, chipper, and bucket truck.

Ability to physically perform duties, including sitting for long periods, lifting/carrying objects weighing over 50 pounds, depth/color perception, close/far vision, pushing/pulling objects, bending/crouching/kneeling, and handling/grasping/fingering objects, and hearing sounds/communication.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with co-workers, other County departments, and members of general public including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to occasionally work extended hours, evening, and weekends and travel out of town for safety classes, but not overnight.

Ability to serve on 24-hour call for a snow or ice emergency when all employees of the department are needed. Incumbent is not eligible for the rotation call-out list.

Possession of a valid driver's license and demonstrated safe driving record.

II. RESPONSIBILITY:

Incumbent is directly responsible for safe and effective operation of assigned vehicles and equipment under moderate supervision with work priorities determined by supervisor and service needs. Specialized instructions and clarifications are given by supervisors in regard to unusual or difficult assignments, and majority of work is reviewed in process and upon completion to ensure proper work sequences and adherence to instructions. Errors in work are primarily detected through procedural safeguards. Care and skill are required in the operation of trucks and to ensure safety of self and others and protect County property.

Incumbent reports directly to Assistant Superintendent.

III. PHYSICAL EFFORT:

Moderate physical effort is exerted by incumbent in the operation of department vehicles and equipment, including sitting for long periods, lifting/carrying objects weighing over 50 pounds, depth/color perception, close/far vision, pushing/pulling objects, bending/crouching/kneeling, and handling/grasping/fingering objects, and hearing communication.

IV. WORKING CONDITIONS:

Incumbent performs majority of duties outdoors and in a truck or heavy equipment and is frequently exposed to normal hazards associated with maintaining roads and right of ways, including machinery, traffic, noise, grease, dirt, dust, vehicle fumes, extreme temperatures, and inclement weather. Incumbent may occasionally work in confined areas such as ditches/culverts and in high places such as bucket truck and may be exposed to hostile/irate individuals. Safety precautions must be followed at all times to avoid injury to self and others, including wearing protective clothing such as hats, gloves, and ear protection.

Incumbent is required to occasionally work extended hours, evenings, and weekends and travel out of town for safety classes, but not overnight. Incumbent serves on 24-hour call for snow or ice emergencies as needed. Incumbent is not eligible for rotation on-call list.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

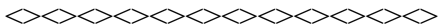
The job description for the position of Traffic Control Technician/Laborer for the Monroe County Highway Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee Signature

Date

Type or Print Name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor Signature

Date

Type or Print Name

ESTIMATED COMPENSATION FISCAL IMPACT

Calendar Year: 2024

ACCOUNT LINES

FT Insurance:	\$12,316	18001
FICA:	7.65%	18101
PERF:	14.20%	18201
Longevity:	Varies	17601

Department: Highway

Fund: 1176 - Motor Vehicle Highway

Position Title: From: Mechanic To: Traffic Control Technician/Laborer

FLSA Status: Non-Exempt

Current Weekly Hours:	40	40		Remaining Payroll Claims 20
Account Line:	15804	15861		
Hourly Base Rate:	\$23.43	\$20.80	ESTIMATED	EFFECTIVE DATE 3/10/2024
	Current	Requested		PROPOSED FISCAL IMPACT
Classification:	LTC Hwy D	LTC Hwy A	Total Annual	
Step Level:	Minimum	Minimum	Fiscal Impact	
Salary:	\$ 48,735.00	\$ 43,264.00	\$ (5,471.00)	\$ (4,209.00)
Insurance:	\$ 12,316.00	\$ 12,316.00	\$ -	
FICA:	\$ 3,729.00	\$ 3,310.00	\$ (419.00)	\$ (323.00)
PERF:	\$ 6,921.00	\$ 6,144.00	\$ (777.00)	\$ (598.00)
Longevity:			\$ -	\$ -
TOTALS	\$ 71,701.00	\$ 65,034.00	\$ (6,667.00)	\$ (5,130.00)

The above fiscal impact total is based on a full year of service. The final amount will be pro-rated pending **effective date** of change.

Fund: 1176 - Motor Vehicle Highway

Position Title: From: Truck Driver To: Traffic Control Technician/Laborer

FLSA Status: Non-Exempt

Current Weekly Hours:	40	40		Remaining Payroll Claims 20
Account Line:	15846	15862		
Hourly Base Rate:	\$22.48	\$20.80	ESTIMATED	EFFECTIVE DATE 3/10/2024
	Current	Requested		PROPOSED FISCAL IMPACT
Classification:	LTC Hwy B	LTC Hwy A	Total Annual	
Step Level:	Minimum	Minimum	Fiscal Impact	
Salary:	\$ 46,759.00	\$ 43,264.00	\$ (3,495.00)	\$ (2,689.00)
Insurance:	\$ 12,316.00	\$ 12,316.00	\$ -	
FICA:	\$ 3,729.00	\$ 3,310.00	\$ (419.00)	\$ (323.00)
PERF:	\$ 6,921.00	\$ 6,144.00	\$ (777.00)	\$ (598.00)
Longevity:			\$ -	\$ -
TOTALS	\$ 69,725.00	\$ 65,034.00	\$ (4,691.00)	\$ (3,610.00)

The above fiscal impact total is based on a full year of service. The final amount will be pro-rated pending **effective date** of change.

**MEMORANDUM OF FEBRUARY 27, 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 27, 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 4:31 pm.

Julie Thomas, Board of Commissioners President, called the Board of Commissioners meeting portion to order at 4:31 pm.

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

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

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 Cory Grass.

Scott Carnegie, DLZ representative, was in attendance.

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

The meeting adjourned at 5:00 pm

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The Memorandum of the February 27, 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 _____
Geo 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 27, 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:

Brianna Gregory, Auditor
Monroe County, Indiana

Date