

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, June 11, 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

7. CONSENT AGENDA ITEMS

A. APPROVAL OF SUMMARY MINUTES AS PRESENTED

-April 9, 2024, Council Meeting -April 23, 2024, Council Meeting 7 18

This item was tabled from the May 28, 2024, Council Meeting.

В. **HIGHWAY DEPARTMENT**

Request Approval of a Category Transfer

Cumulative Bridge, 1135-0000

FROM:

39342 That Road Bridge #79 \$50,000

TO:

23960 Backfill/ Pavement Repair \$50,000

The Department has requested a transfer of funds for the backfill line. As of 05-15-24, the Bridge Crew has replaced 66 pipelines and installed 10 new pipes along county roads in preparation for paving. This has caused the backfill line, which is mainly used for concrete, to become extremely low. Additionally, the price of concrete has increased from \$83 per square yard to \$112.50 per square yard.

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C. **HEALTH DEPARTMENT**

Request Approval of a Category Transfer

Public Health Emergency Preparedness, 8104-9624

FROM:

17801 Part-Time \$3.100 18101 FICA \$181 30006 Contractual \$3,681 30028 Training and Travel \$515 38110 Services and Charges \$2,560

TOTAL \$10,037

TO:

22630 Supplies \$10,037

The Department has requested a category transfer in the Public Health Emergency Preparedness Fund 8104 to move funds from payroll and service account lines to cover costs for supply purchases. The Indiana Department of Health has approved an amended budget on 05-20-24 that will allow the category transfer.

8. **LEGAL DEPARTMENT, Molly Turner-King**

Exempt Employee Salary Changes

9. SHERIFF'S OFFICE, Phil Parker and Jamie Jahnke

Request to Amend the 2024 Salary Ordinance

General Fund-Sheriff, 1000-0005

FROM:

15110 Civil Process Server 35 Hours Civ POLE B Non-Exempt 15120 Civil Process Server 35 Hours Civ POLE B Non-Exempt

TO:

15110 Civil Process Server 40 Hours Civ POLE B Non-Exempt 15120 Civil Process Server 40 Hours Civ POLE B Non-Exempt

This item was tabled from the May 28, 2024, Council Meeting.

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The Department has requested that the Civil Process Server positions move from 35 to 40 hours per week. If item A is approved, the positions will be the only in the department that are 35 hours. In addition, there is a current opening for this position which has not received many applications. The Department believes this is due to the number of work hours advertised. The Sheriff is requesting to move these positions from a 35-hour work week to 40. Additional appropriations are not needed at this time.

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B. Request the Creation of a New Account Line and to Simultaneously Amend the 2024 Salary Ordinance

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General Fund-Sheriff, 1000-0005

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FROM:
15161 Administrative Coordinator 35 hours COMOT C Non-Exempt
15162 Administrative Coordinator 35 hours COMOT C Non-Exempt
15163 Administrative Coordinator 35 hours COMOT C Non-Exempt
15166 Administrative Coordinator 35 hours COMOT C Non-Exempt
15167 Administrative Coordinator 35 hours COMOT C Non-Exempt
15181 Administrative Coordinator 35 hours COMOT C Non-Exempt
TO:
15161 Administrative Coordinator 40 hours COMOT C Non-Exempt
15162 Administrative Coordinator 40 hours COMOT C Non-Exempt
15163 Administrative Coordinator 40 hours COMOT C Non-Exempt
15166 Administrative Coordinator 40 hours COMOT C Non-Exempt
15167 Administrative Coordinator 40 hours COMOT C Non-Exempt
15181 Administrative Coordinator 40 hours COMOT C Non-Exempt
ADD:
15159 Administrative Coordinator 40 hours COMOT C Non-Exempt (New Account Line)
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This item was tabled from the May 28, 2024, Council Meeting.

The Department currently has 11 Administrative Coordinator positions. Five are 40-hour positions, and six are 35-hour positions. The 35-hour positions are consistently working over 35 hours per week. In addition, there are two (2) part-time positions that the Department would like to combine into one full-time, 40-hour position. The Sheriff is requesting, to improve efficiency, move these positions within the department to 40-hour positions. Additional appropriations are not needed at this time. Time sheets are available upon request.

10. AUDITOR'S OFFICE, Brianne Gregory

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Request the Creation of a New Account Line and to Simultaneously Amend the 2024 Salary Ordinance

General Fund-Auditor, 1000-0002

FROM:

10044 Internal Auditor 35 Hours PAT B Exempt

TO:

10044 Internal Auditor 40 Hours PAT B Exempt

Effective: 8/11/2024

ADD:

16800 Transitional Temporary Training Position

This item was tabled from the May 28, 2024, Council Meeting.

The Internal Auditor position is currently a 35-hour position. Due to the extensive amount of work required for this position, the Auditor would like for this position to be moved to 40 hours weekly effective 8/11/52024. Aside from the Chief Deputy, all other Auditor positions are currently at the 40-hour rate. The individual currently holding this position has notified the Auditor they will be attending law school in the fall. Therefore, the Auditor will need to hire an individual to the position starting 8/11/2024. The Auditor is requesting the creation of a training line or up to four weeks prior to the exit of the current Internal Auditor (7/14 - 8/10/2024). Both employees will be paid at the 35-hour rate for the training period. The Auditor does not foresee the need for additional appropriations for this item and intends to utilize funding that has already been appropriated to cover the additional expenses. Estimated hourly increase cost = \$2,600; training = \$4,044

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11. HIGHWAY DEPARTMENT, Lisa Ridge Request Approval of an Additional Appropriation

Cumulative Bridge, 1135-0000

41004 Vehicle Purchase \$75,000

The Department purchased a new Skid Steer in 2023. Unfortunately, the old Skid Steer was involved in an accident on the project and was totaled through the insurance company. The insurance reimbursement has been received and the funds need to be appropriated back into the account line.

12. PROSECUTOR'S OFFICE, Beth Hamlin

Request the Creation of a New Account Line and Simultaneously Approve Additional Appropriations
Adult Protective Services, 9112-9624

	TOTAL	\$2	75,866.79	
33049	Emergency Housing & Services	\$1	13,492.69	
30800	Postage	\$	350.00	
30058	Outreach	\$	1.00	
30042	Technical Hardware/Services	\$	200.00	
30028	Travel/Training	\$	500.00	
30025	Maintenance	\$	100.00	New Account Line
30021	Phones/Pagers	\$	750.00	
30007	Official Bond	\$	300.00	
30003	Printing and Subscriptions	\$	300.00	
20100	Fuel	\$	1,000.00	
20011	Supplies	\$	200.00	
18201	PERF	\$2	29,758.00	
18101	FICA	\$1	16,013.00	
18001	FT Health/Dental/Life	\$	1.00	
17801	PT Temp	\$	3,341.10	
15115	APS Director	\$5	59,870.00	
13031	APS Case Monitor	\$5	50,168.00	
13017	APS Investigator	\$4	17,278.00	
13016	APS Investigator	\$5	52,244.00	
Auuit F	TOLECTIVE SETVICES, SIIZ-3024			

The Department has requested to appropriate to the Adult Protective Services program the contractual funding from the fiscal year grant awarded by the State of Indiana Family Social Services Administration, Division on Aging. This is a two-year contract term, 07-01-23 to 06-30-25, in the amount of \$551,733.58. This request, however, is to appropriate only the second year of funding for dates 07-01-24 to 06-30-25.

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13. PARKS AND RECREATION, Molly Turner-King and Kelli Witmer Request Approval of Resolution 2024-23 and Simultaneously Approve an Additional Appropriation General Fund-Parks, 1000-0803

30006 Contractual \$100,000

The Department is continually working on developing the Flatwoods Park. In 2022, the Flatwoods Restroom Project was approved. The project included the installation of a prefabricated ADA complaint restroom, the demolition of existing restrooms, the installation of utilities to service the restroom and the maintenance garage. A second Flatwoods Park Project includes the renovation of basketball courts to pickleball courts. The funds in County General for the court renovation are expected to be \$100,000 short of the original estimated budget. There are two possible actions to address the shortage of funds: 1. Council appropriates an additional \$100,000 now in order for the projects to go to bid in late summer which will allow for work on the projects to begin in 2024. The fund from which the \$100,000 is appropriated will be reimbursed with funding from the 2024 bond. This option will require Council to adopt a Resolution documenting intent to reimburse the fund with bond proceeds. 2. Council does not appropriate now, and the project is included in the 2024 bond project list. This option may result in an increase in the estimated cost for the project, as well as a delay in further work on the project.

14. EMERGENCY MANAGEMENT, Justin Baker

Request Approval of Appropriation Carry-Over from 2023

Building Resilient Inf. Grant, 8119-0000

30006 Building resilient Inf. Grant Multi-Year Grant \$12,932.50

The Emergency Management Department is requesting a carry-over of appropriation from 2023 for Fund 8119. There was some confusion at the end of the year that caused the department to not submit the carry-over request. This is a multi-year reimbursement grant. This grant is funding the County Multi-Hazard Mitigation Plan that is being finalized. This plan is a requirement of the Federal Government in order for the county to receive federal assistance after a disaster.

MEETING RECESS - 6:30 pm

15. LEGAL DEPARTMENT, Molly Turner-King Discussion Regarding Paid Leave Policy

A.

16. AMERICAN RESCUE PLAN ACT (ARPA) BOARD OF COMMISSIONERS/ AUDITOR'S OFFICE

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

This item was tabled from the May 28, 2024, Council meeting.

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

17. COUNCIL COMMENTS

18. ADJOURNMENT



MONROE COUNTY COUNCIL

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COUNCIL MEETING SUMMARY MINUTES Tuesday, April 9, 2024 at 5:00 pm Nat U. Hill Meeting Room and Teams Connection

Members

Present - In Person - Trent Deckard, President

Present – In Person – Jennifer Crossley, President Pro Tempore

Present – In Person – Marty Hawk

Present - In Person - Peter Iversen

Present - Virtual - Geoff McKim

Present - In Person - Cheryl Munson

Present - In Person - Kate Wiltz

Staff

Present – In Person – Kim Shell, Council Administrator

Present - In Person - Molly Turner-King, Legal Counsel

Present - In Person - Brianne Gregory, Auditor

1. CALL TO ORDER - 5:06 pm

Deckard called the meeting of the Monroe County Council to order for Tuesday, April 9th. He noted for the record that Councilors Crossley, Hawk, Iversen, Munson, and Wiltz were present in person in the Nat U. Hill Room. Councilor McKim attended virtually.

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA – 5:07 pm

Deckard tabled Items 14A and 14B, ARPA to the April 23rd Council Meeting – no ARPA items currently.

Molly Turner-King, Legal Counsel, requested to table Item 11C, JAG Grant-Sheriff, indefinitely.

Deckard made a motion to adopt the agenda with the above changes. Crossley seconded.

Deckard asked for a roll call vote.

Shell called the Roll.

Iversen Yes
McKim Yes
Hawk Yes
Munson Yes

Wiltz Yes Crossley Yes Deckard Yes

Motion passed; 7-0; Unanimous.

4. PUBLIC COMMENT – 5:09 pm

No public comment.

5. DEPARTMENT UPDATES – 5:10 pm

Martha Miller, Soil and Water Manager, gave an update regarding the annual meeting and available opportunities. Brief Council discussion.

5:18 pm: Kyle Gibbons, Jail Commander, gave a Jail Staffing update - fully staffed and update regarding inmate breakdown and bookings. Inspection received high marks from state inspection. Council discussion ensued with regards to repairs, with the roof leaking and the elevator down. Numbers regarding maximum security classification of inmates.

5:26 pm: Phil Parker, Chief Deputy Sheriff, gave an update regarding the Solar Eclipse event - it was uneventful day. Had 37 deputies on duty beginning at 1 pm until the eclipse's end and following the event down to 7 deputies. There are two vacancies with the hope to have them filled by June.

5:32 pm: Christine McAfee, Juvenile Detention Alternatives Initiative (JDAI) Coordinator, gave a report regarding People & Animal Learning Services (PALS) and presented the Parent Project Flyers.

6. COUNCIL LIAISON UPDATES - 5:41 pm

Iversen noted that the Commission on Climate Resiliency met and will speak with the Commissioners on April 22nd, Earth Day, on Indiana's first Climate Resilience Plan.

Iversen provided a packet on opioid settlement funding, outlining how community organizations can apply to receive funds. Brianne Gregory, Auditor, gave an update regarding the process. Council discussion regarding the process.

7. CONSENT AGENDA ITEMS – 5:57 pm

No items.

8. AVIATION DEPARTMENT – 5:57 pm

A. Request Approval of an Additional Appropriation

Aviation Building, 4802-0000

30112 Hangar Repair and Maintenance \$70,000

The Department has requested an additional appropriation in support of a comprehensive refurbishment of the maintenance and operations facility. The project includes repairs to the masonry and roof, new energy efficient windows, HVAC, insulation, a restroom to accommodate the growing multi-gender workforce, and the establishment of a secondary egress point of safety. The space will also be fitted with new office and training areas for staff.

Crossley moved to approve the Aviation Department's request for an additional appropriation in Fund 4802-0000, Aviation Building, in the amount of \$70,000 in the Services Category. Iversen seconded.

Carlos Laverty, Airport Director, presented. He gave an update on the solar eclipse day at the airport. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 7-0; Unanimous.

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B. Request the Creation of New Account Lines and Simultaneously Approve Additional Appropriations – 6:05 pm

Airport Infrastructure Grant, 8187-0000

30006	Contractual (Federal)	\$513,693	New Account Line
30082	Contractual – State Match	\$ 28,538	New Account Line
30081	Contractual – County Match	\$ 28,539	New Account Line

TOTAL \$570,770

The Department received a Federal Aviation Administration grant for the Airport Master Plan Study. The total grant amount is \$570,770 with the ratio as follows: 90% Federal, 5% State, and 5% Local. The Department has requested the creation of a fund and three (3) appropriation lines for each portion. This is a performance period-based grant. Therefore, pay requests are submitted based on percentage of work completed.

Crossley moved to approve the Aviation Department's request for the creation of new account lines in Fund 8187-0000, Airport Infrastructure Grant, as set out on the agenda and to simultaneously approve additional appropriations of \$570,770 in the Services Category. Iversen seconded.

Laverty presented. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

Munson Yes
McKim Yes
Iversen Yes
Deckard Yes
Crossley Yes

Hawk Yes Wiltz Yes

Motion passed; 7-0; Unanimous.

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C. Request the Approval of a Fund-to-Fund Transfer- 6:12 pm

FROM:

Cumulative Capital Development, 1138-0000

60100 Transfer Out Fund-to-Fund \$28,539

TO:

Airport Infrastructure Grant, 8187-0000

00992 Transfer Funds into Fund \$28,539

The Department has requested a fund-to-fund transfer from Fund 1138 to Fund 8187. The cash transfer will cover the local match portion of the grant in Item B. The transfer was approved by the Board of Commissioners on 03/27/24.

Crossley moved to approve the Aviation Department's request for a fund-to-fund transfer of cash from Fund 1138-0000, Cumulative Capital Development to Fund 8187-0000, Airport Infrastructure Grant in the amount of \$28,539. Iversen seconded.

Laverty presented. No Council discussion. No public comment.

Hawk left the meeting at 6:13 pm.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 6-0; Unanimous.

9. HIGHWAY DEPARTMENT – 6:14 pm

Request Approval of the Creation of New Account Lines and Simultaneously Approve an Additional Appropriation

Cumulative Bridge, 1135-0000

39390 Baby Creek Road, Bridge #629 New Account Line
39403 Rockport Road, Bridge #308 New Account Line
39405 Dillman Road, Bridge #83 New Account Line
39406 Eagleson Avenue, Bridge #922 New Account Line

39404 Small Structure Inventory \$25,000

The Department has requested the creation of account lines in the Cumulative Bridge Fund. In the event that an item is not covered under the grant, it can be paid out of the project line in Cumulative Bridge. This will enable the Department to track the overall cost of the project during future audits. The Department anticipates future

invoices for the small structure inventory for the existing contract. The Department missed adding this amount to the 2025 Budget.

Crossley moved to approve the Highway Department's request for the creation of new account lines in Fund 1135-0000, Cumulative Bridge, as set out on the agenda and to simultaneously approve an additional appropriation of \$25,000 in the Services Category. Iversen seconded.

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

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 6-0; Unanimous.

10. JAIL/CORRECTIONAL CENTER - 6:16 pm

Request Approval of the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

Correctional LIT-Jail, 1233-0000								
10644	Correctional Officer	\$ 55,	,063.00	New Account Line				
10645	Correctional Officer	\$ 55,	,063.00	New Account Line				
10646	Correctional Officer	\$ 55,	,063.00	New Account Line				
10647	Correctional Officer	\$ 55,	,063.00	New Account Line				
10648	Correctional Officer	\$ 55,	,063.00	New Account Line				
10649	Correctional Officer	\$ 55,	,063.00	New Account Line				
17101	Overtime	\$	1.00					
17203	Shift Pay	\$	1.00					
17208	Uniforms	\$	1.00					
17310	Training Bonus	\$	1.00					
18101	FICA	\$ 25,	,274.00					
18201	PERF	\$ 46 _,	,914.00					
	TOTAL	\$402,	570.00					

The Department has requested an additional appropriation due to the addition of six (6) Correctional Officers for the Transition Team. These positions were approved on 3/26/24 and added to the 2024 Salary Ordinance.

Crossley moved to approve the Jail's request for new account lines in Fund 1233-0000, Correctional LIT, as set out on the agenda and to simultaneously approve additional appropriations of \$402,570 in the Personnel Category. Iversen seconded.

Ruben Marté, Sheriff, presented. No Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

Crossley Yes McKim Yes

Munson Yes
Wiltz Yes
Deckard Yes
Iversen Yes

Motion passed; 6-0; Unanimous.

11. SHERIFF'S OFFICE - 6:18 pm

A. Request Approval of a De-Appropriation

<u>General Fund-Sheriff, 1000-0005</u> 17101 Overtime \$1,445.32

Narrative for Items A and B: The Department is requesting to correct CHIRP expenses into the CHIRP grant.

Crossley moved to approve the Sheriff's request to de-appropriation account line 17101, Overtime, in Fund 1000-0005, General Fund-Sheriff, in the amount of \$1,445.32 in the Personnel Category. Iversen seconded.

Jordan Miller, Financial Director – Correctional Center, and Jamie Jahnke, Sheriff's Office Administrator, presented. No Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 6-0; Unanimous.

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B. Request Approval of an Additional Appropriation – 6:20 pm

<u>Operation Pullover, 8103-0000</u> 17101 Overtime \$1,445.32

Crossley moved to approve the Sheriff's request for an additional appropriation in Fund 8103-0000, Operation Pullover Grant, in the amount of \$1,445.32 in the Personnel Category. Iversen seconded.

Miller presented. No Council discussion. No public comment.

Hawk returned to the meeting at 6:20.

Deckard asked for a roll call vote.

Shell called the Roll.

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

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C. Request Approval of an Additional Appropriation

JAG Grant-Sheriff, 8143-0000 23901 Deputy Equipment \$7,355

The Department is requesting an additional appropriation for federal funding that should be receipted into the Jail commissary account from the JAG grant.

This item was tabled indefinitely.

12. ASSESSOR'S OFFICE, Judy Sharp – 6:21 pm

A. Request Approval to Amend Position Descriptions

- -Administrator to the PTABOA Level 2 (formerly Administrative Assistant to PTABOA)
- -Administrator to the PTABOA Level 3 (formerly Administrative Assistant to PTABOA)
- -GIS Assessment Administrator (New Position)
- -GIS Assessment Specialist
- -Sales Disclosure Specialist
- -Market Data Analysis Administrator (formerly titled Sales Disclosure Supervisor)
- -Property Director (formerly titled Reassessment Property Specialist Supervisor)
- -Assistant Property Director (New Position)
- -Real Estate Reassessment Specialist
- -Personal Property Specialist Supervisor
- -Personal Property Assessment Specialist
- -Floating Assessor Specialist (New Position)

The Department requested a review of all their job descriptions. During the review process, the Assessor requested the creation of three (3) job descriptions: GIS Assessment Administrator, Assistant Property Director, and Floating Assessor Specialist. The three (3) new job descriptions reflect duties being performed by current employees. The Waggoner, Irwin, and Scheele (WIS) Recommendation was reviewed by the Personnel Administration Committee (PAC) on 04/02/24. PAC Members approved amending five (5) position classification levels and forwarding all positions on to Council with a positive recommendation for approval. PAC Members also approved forwarding a positive recommendation of moving all positions from a 35- to a 40-hour work week.

Crossley moved to combine items 12A, B, and C into one motion to approve the Assessor's request to approve the Department's amended job descriptions and to simultaneously amend the 2024 Salary Ordinance in Fund 1000-0008, General Fund-Assessor and Fund 1131-0000, Sales Disclosure by updating the job description titles, classifications, and hours from 35 to 40 hours weekly as outlined on the agenda with an effective date of April 7, 2024. Iversen seconded.

Judy Sharp, Assessor, and Lisa Surface, Chief Deputy Assessor, presented. Discussion ensued. PAC Chair, Iversen gave a summary of the PAC's decision. PAC chose to change some of the classifications to match the positions to comparable jobs in the Auditor's Office. Agreed with the move from 35 to 40 Hours. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll. Wiltz Yes Iversen Yes Hawk Yes **Deckard** Yes Munson Yes Crossley Yes

McKim

Yes Motion passed; 7-0; Unanimous.

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В. Request to Amend the 2024 Salary Ordinance

General Fund-Assessor, 1000-0008

FROM:				
10025	Real Estate Reassessment Specialist	35 Hours	COMOT B	Non-Exempt
10026	Reassessment Property Specialist Supervisor	35 Hours	COMOT C	Non-Exempt
10027	Real Estate Reassessment Specialist	35 Hours	COMOT B	Non-Exempt
10029	Personal Property Specialist Supervisor	35 Hours	COMOT C	Non-Exempt
10030	Personal Property Assessment Specialist	35 Hours	COMOT B	Non-Exempt
10092	GIS Assessment Specialist	35 Hours	COMOT C	Non-Exempt
10093	Administrative Assistant to the PTABOA-Lvl 3	35 Hours	COMOT C	Non-Exempt
10094	Administrative Assistant to the PTABOA-Lvl 2	35 Hours	COMOT C	Non-Exempt
10095	Personal Property Assessment Specialist	35 Hours	COMOT B	Non-Exempt
10096	Sales Disclosure Specialist	35 Hours	COMOT B	Non-Exempt
10097	Sales Disclosure Supervisor	35 Hours	COMOT C	Non-Exempt
TO:				
10025	Floating Assessor Specialist	40 Hours	COMOT C	Non-Exempt
10026	Property Director	40 Hours	PAT D	Non-Exempt
10027	Assistant Property Director	40 Hours	COMOTD	Non-Exempt
10029	Personal Property Specialist Supervisor	40 Hours	COMOTD	Non-Exempt
10030	Personal Property Assessment Specialist	40 Hours	COMOT C	Non-Exempt
10092	GIS Assessment Administrator	40 Hours	PAT B	Non-Exempt
10093	Administrator to PTABOA-Level 3	40 Hours	PAT B	Non-Exempt
10094	Administrator to PTABOA-Level 2	40 Hours	PAT B	Non-Exempt
10095	Real Estate Assessment Specialist	40 Hours	COMOT C	Non-Exempt
10096	GIS Assessment Specialist	40 Hours	COMOT C	Non-Exempt
10097	Market Data Analysis Administrator	40 Hours	PAT A	Non-Exempt
Effectiv	e Date: April 7, 2024			

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C. Request to Amend the 2024 Salary Ordinance

Sales Disclosure, 1131-0000

FROM:

10028 Sales Disclosure Specialist 35 Hours COMOT B Non-Exempt

TO:

10028 Sales Disclosure Specialist 40 Hours COMOT C Non-Exempt

Effective Date: April 7, 2024

13. LEGAL DEPARTMENT – 6:34 pm

A. Request Approval of Resolution 2023-02 Regarding Knowledge, Skills, and Abilities Procedures

Legal Counsel prepared an amendment to Resolution 2023-02 Establishing a Policy to Recognize Knowledge, Skills, and Abilities for Non-Monroe County Government Applicants, Current Permanent Part-time Employees Applying for Full-time employment, and Eligible Transferring Monroe County Employees. The amendment clarifies current Monroe County part-time employment history for full-time KSA consideration. The amendment also addresses a situation which an applicant has both Monroe County Government and other prior law enforcement history.

Crossley moved to approve the request to amend Resolution 2023-02 regarding the Knowledge, Skills, and Abilities (KSA) Procedures. Iversen seconded.

McKim left the meeting at 6:35 pm.

Turner-King presented. Parker offered examples from the Sheriff's Office, reflecting on how approval would improve recruiting process. Council discussion ensued.

This item was tabled to the April 23, 2024, Council meeting.

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B. Request Approval of Resolution 2024-15 Establishing Procedures for Payment of Accumulated Compensatory Time – 7:05 pm

Legal Counsel amended and prepared a Resolution outlining the payment procedures for accumulated compensatory time when Monroe County employees leave employment with Monroe County or transfer between Monroe County Departments.

Crossley moved to approve the request to approve Resolution 2024-15 establishing procedures for payment of accumulated compensatory time. Iversen seconded.

Turner-King, Legal Counsel, presented. Council discussion ensued.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 6-0; Unanimous.

14. 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.

This item was tabled from the March 26, 2024, Council Meeting.

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

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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

This item was tabled from the March 26, 2024, Council Meeting.

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

15. COUNCIL COMMENTS - 7:13 pm

Iversen encouraged everyone to vote.

Crossley spoke regarding the losses in her family. Updated the joint constituent meeting with City Councilor Asari. General consensus during constituent meeting was the want to see more collaboration between the City and the County. April 27th is the next meeting.

Hawk spoke regarding the Correctional LIT that was approved. Auditor Gregory gave a brief update regarding the process of additional appropriations and not having all the revenue at once. Lengthy discussion.

Munson spoke about expanding the canopy in Monroe County.

Deckard shared that Monroe County Community Health is doing a needs assessment and encouraged residents to weigh in on those community conversations.

Turner-King had an ARPA request. She asked about purchasing signs for businesses that showed that these businesses had gun safes and locks available for consumers.

Hawk requested an update regarding the Stinesville property cleanup.

16. ADJOURNMENT – 7:33 pm

The County Council Meeting Summary Minutes for **April 9, 2024** were presented and approved on **May 28, 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:				
	Gregory,			Date



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306 100 W Kirkwood Avenue Bloomington, Indiana 47404 Office: 812-349-7312 CouncilOffice@co.monroe.in.us Trent Deckard, President Jennifer Crossley, President Pro Tempore Marty Hawk Peter Iversen Geoff McKim Cheryl Munson Kate Wiltz

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

Members

Present - In Person - Trent Deckard, President

Present – In Person – Jennifer Crossley, President Pro Tempore

Present – In Person – Marty Hawk

Present - In Person - Peter Iversen

Present - In Person - Geoff McKim

Present - In Person - Cheryl Munson

Present - In Person - Kate Wiltz

Staff

Present - In Person - Kim Shell, Council Administrator

Present - In Person - Molly Turner-King, Legal Counsel

Present - In Person - Brianne Gregory, Auditor

1. CALL TO ORDER - 5:06 pm

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

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA – 5:07 pm

Deckard asked to table Item 8A, JAG Grant Additional Appropriation indefinitely and to table Item 14C, Resolution 2023-02, Knowledge, Skills and Abilities (KSA) Procedures, to May 14th. No Objections

4. PUBLIC COMMENT – 5:09 pm

No public comment.

5. DEPARTMENT UPDATES – 5:10 pm

Cory Grass, Jail Transition Director, spoke on recent jail visits.

Linda Brady, Chief Probation Officer, introduced Anthony Williams as the new Chief Deputy Probation Officer.

Deckard stated the Auditor asked the following creation of new lines be read into the record as it pertains to items from prior Council Meetings this year where the additional appropriations were approved by Council, but the statement regarding the creation of new account lines was not reflected in the motion. He noted that the Auditor's Office did move forward with creating and appropriating the account lines as Council intended. No action was needed at the time.

For March 26th Meeting

8178-30006-0000 (National Priority Grant, Contractual for Emergency Mgt)

9130-20011-9624 (Syringe Services Program, Other Supplies for Health Department)

For April 9th Meeting

4802-30112-0000 (Aviation Building, Hangar Repair and Maintenance for Aviation)

8103-17101-0000 (Operation Pullover Grant, Overtime for Sheriff)

1233-17101-0000 (Correctional LIT- Overtime)

1233-17203-0000 (Correctional LIT- Shift Pay)

1233-17208-0000 (Correctional LIT- Uniforms)

1233-17310-0000 (Correctional LIT- Training Bonus)

1233-18101-0000 (Correctional LIT- FICA)

1233-18201-0000 (Correctional LIT- PERF)

6. COUNCIL LIAISON UPDATES – 5:28 pm

Iversen stated the Opioid Application is live and on the Auditor's website.

Iversen revealed that Victoria Seest, the McKinney Climate Fellow from Indiana University, will provide information on the Monroe County Climate Resilience Plan at tomorrow's Commissioner meeting.

Munson stated that the Food and Beverage Tax Advisory Committee will meet on Friday to prepare the annual report that will be presented to the Council.

Deckard noted that there is a Long-Term Finance committee meeting on Friday.

7. CONSENT AGENDA ITEMS – 5:32 pm

A. APPROVAL OF SUMMARY MINUTES AS PRESENTED

-March 12, 2024: Council Meeting

-March 26, 2024: Council Meeting

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B. JAIL/CORRECTIONAL CENTER

Request the Creation of a New Account Line

Correctional LIT, 1233-0000

18001 FT Self Insurance New Account Line

The Department has requested the FT Self Insurance account line be added to the Correctional LIT fund for the six (6) Correctional Center Transition Team Member positions.



C. HEALTH DEPARTMENT

Request the Creation of an Account Line

Health Fund, 1159-0000

32410 Personal Health Care New Account Line

The Department has requested the creation of an account line to pay for interpreter services for the Futures Family Planning Clinic. If approved, in-house transfers will be completed to cover costs as needed.

Crossley moved to approve the following consent agenda items for April 23rd:

- A) the March 12th and 26th Council Summary Minutes as presented;
- B) the Jail's request for the creation of account line 18001, Full-Time Self Insurance, in Fund 1233-0000 Correctional LIT; and
- C) the Health Department's request for the creation of account line 32410, Personal Health Care, in Fund 1159-0000, Health Fund. McKim seconded.

No Council discussion. No public comment.

Deckard asked for a Voice Vote. Motion passed; 7-0; Unanimous.

8. SHERIFF'S OFFICE

A. Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

JAG Grant-Sheriff, 8143-0000

23901 Deputy Equipment \$7,355 New Account Line

This item was tabled from the April 9th, 2024, Council meeting.

The Department has requested an additional appropriation for federal funding that should be receipted into the Jail commissary account from the JAG grant.

This item is tabled indefinitely.

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B. Request Approval of an Additional Appropriation – 5:34 pm

<u>General Fund-Jail, 1000-0380</u> 34100 Medical \$110,000

The Department has requested an additional appropriation to fund the three (3) additional Advanced Correctional Health contract positions.

Crossley moved to approve the Jail's request for an additional appropriation in Fund 1000-0380, General Fund-Jail, in the amount of \$110,000 in the Services Category. McKim seconded.

Phil Parker, Sheriff's Chief Deputy, and Sheriff Marté presented.

Kim Shell, Council Administrator, gave an update with regards to the appropriation amount needed at this time. Parker provided an update with regards to the contract and medical issues within the jail currently. This

additional is designed for May 1st through the end of the year. Additional will contribute to help pay for 3 positions within the contract: Mental Health, Substance Abuse, and Re-entry coordinator.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 7-0; Unanimous.

9. BOARD OF COMMISSIONERS – 5:47 pm

A. Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

Opioid Restricted, 1237-0000

30083 Opioid Amethyst House \$93,000 New Account Line

In November 2023, Council approved an appropriation of \$93,000 for Amethyst House. However, the funds were unable to be distributed prior to the year end. Additionally, there is a request for the creation of an account line specific to the funding for future tracking.

Crossley moved to approve the Commissioners' request for the creation of a new account line, 30083, Opioid Amethyst House, and simultaneously approve an additional appropriation in Fund 1237-0000, Opioid Restricted, in the amount of \$93,000 in the Services Category. McKim seconded.

Angie Purdie, Commissioners' Administrator, presented. Brief Council discussion. MOU did not get signed at the end of the year due to time constraints. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll. Crossley Yes

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

Motion passed; 7-0; Unanimous.

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B. Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation – 5:50 pm

Food & Beverage Tax-County, 4932-0000

28242 Harrodsburg Fireworks Show \$6,000 New Account Line

The Board of Commissioners has requested an appropriation to support the Harrodsburg's "Heritage Days" event. The request received a positive recommendation from the Food and Beverage Tax Advisory Commission at their March 28th meeting.

Crossley moved to approve the Commissioners' request for the creation of a new account line, 28242, Harrodsburg Fireworks Show, and simultaneously approve an additional appropriation in Fund 4932-0000, Food & Beverage Tax-County Portion, in the amount of \$6,000 in the Supplies Category. McKim seconded.

Purdie and Paul Strain, Harrodsburg's Heritage Days Chair, presented. Lengthy Council discussion ensued regarding the appropriateness of this expenditure for this project from these funds. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

Deckard Yes
Crossley Yes
Iversen Yes
Wiltz Yes
Hawk Yes
Munson Yes
McKim No

Motion passed; 6-1 [McKim]; Majority.

10. PROBATION OFFICE - 6:10 pm

Request to Amend the 2024 Salary Ordinance

General Fund-Probation, 1000-0226

FROM:

17801 Part-Time Range: \$14.00- \$42.46 hourly

TO:

17801 Part-Time Range: \$14.00- \$44.59 hourly

Requested Effective Date: April 21, 2024

The Deputy Chief Probation Officer has resigned with an effective date at the end of April 2024. An internal candidate has been chosen to fill the vacancy. The former Deputy Chief has agreed to continue working for the Department part-time to assist in training the promoted employee. The Department has requested that the Part-Time hourly range be amended to allow for the former Deputy Chief to be paid at the position's current hourly rate. The Department will return to Council to request additional appropriations to support this transition.

Crossley moved to approve the Probation Department's request to amend the 2024 Salary Ordinance in Fund 1000-0226, General Fund-Probation, account line 17801, Part-Time, amending the maximum range amount from \$42.46 to \$44.59 hourly with an effective date of April 21, 2024. McKim seconded.

Brady presented. Brief Council discussion ensued. The former Chief Deputy plans to be available to train the new Chief Deputy at least through budget submissions. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

Munson Yes

McKim Yes

Wiltz Yes

IversenYesHawkYesDeckardYesCrossleyYes

Motion passed; 7-0; Unanimous.

11. HEALTH DEPARTMENT – 6:16 pm

A. Request Approval of Additional Appropriations

Futures	S Clinic, 8126-9624		
10071	Nurse Practitioner/Adv Pr Nurs		\$17,291.30
10187	Clinic Manager		\$ 7,769.10
10188	Licensed Practical Nurse		\$ 8,455.80
17801	Part-Time		\$ 3,104.19
18001	FT Self Insurance		\$ 6,158.01
18101	FICA		\$ 2.363.69
18201	PERF		\$ 4,857.91
21050	Medical Supplies		\$ 933.70
21112	LARC		\$ 3,806.62
25190	Medications		\$ 900.00
38110	Services & Charges		\$ 200.00
		TOTAL	\$55,840.32

Personnel Lines: The Department has requested an additional appropriation on an amendment of the 2023-2024 Title X grant funding in the amount of \$50,000. The agreement term is 04-01-23 to 03-31-24. This funding helps support salary expenses, supplies, and services for the Futures Family Planning Clinic. Supplies and Services Lines: The Department has requested an additional appropriation of earned income in Fund 8126, Futures Clinic. A total of \$5,840.32 of earned income from January and February insurance claims needs to be appropriated to the account lines listed.

Crossley moved to approve the Health Department's request for additional appropriations in Fund 8126-9624, Futures Clinic, in the amount of \$50,000 in the Personnel Category, \$5,640.32 in the Supplies Category, and \$200 in the Services Category for a total appropriation of \$55,840.32. McKim seconded.

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

Deckard asked for a Roll Call vote.

Shell called the Roll.
Wiltz Yes
Munson Yes
Deckard Yes
Crossley Yes
McKim Yes
Hawk Yes
Iversen Yes

Motion passed; 7-0; Unanimous.

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B. Request for the Creation of New Account Lines and Simultaneously Amend the 2024 Salary Ordinance – 6:21 pm

Health Fund, 1159-0000

ADD:

10071Nurse PractitionerSOExemptNew Account Line10187Clinic ManagerCOMOT CNon-exemptNew Account Line10188Licensed Practical NursePAT ANon-exemptNew Account Line

The Department has requested a salary ordinance amendment to create lines for employees of the Futures Family Planning Clinic. The Fund 8126 grant award is ending, and there would normally be a transition of these positions to Fund 8150 for the next six months, but there is a potential gap. All positions are 35 hours weekly.

Crossley moved to approve the Health Department's request to create new account lines and simultaneously amend the 2024 Salary Ordinance and add account lines 10071, Nurse Practitioner, 10187, Clinic Manager, and 10188, Licensed Practical Nurse in Fund 1159-0000, Health Fund. McKim seconded.

Kelley presented. Brief Council discussion. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 7-0; Unanimous.

12. AUDITOR'S OFFICE – 6:23 pm

A. Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation

GAL/CASA, 1213-0000

38350 Grant Distribution \$83,738 New Account Line

The Department has requested an appropriation of the 2024 Matching Grant (\$58,608) and the 2024 Capacity Grant (\$25,129). Fund 1213 has been carrying a cash balance of \$1.00 since 2020. The Department would like to appropriate a total of \$83,738 to Fund 1213 for the 2024 grants and the \$1.00 carryover.

Crossley moved to approve the Auditor's request for the creation of a new account line, 38350, Grant Distribution, and to simultaneously approve an additional appropriation in Fund 1213-0000, GAL/CASA, in the amount of \$83,738 in the Services Category. McKim seconded.

Brianne Gregory, Auditor, presented. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.
Hawk Yes
Iversen Yes
Wiltz Yes

Munson Yes
McKim Yes
Crossley Yes
Deckard Yes

Motion passed; 7-0; Unanimous.

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B. Request the Creation of a New Account Line and Simultaneously Approve an Additional Appropriation – 6:25 pm

Rural Transit, 8106-0000

38350 Grant Distribution \$310,216 New Account Line

The Department has requested an appropriation of the Rural Transit Pass Through Grant. In past years, funds were passed without Council action. Going forward, the Department would like to appropriate the grant funds for transparency.

Crossley moved to approve the Auditor's request for the creation of a new account line, 38350, Grant Distribution, and to simultaneously approve an additional appropriation in Fund 8106-0000, Rural Transit, in the amount of \$310,216 in the Services Category. McKim seconded.

Gregory presented. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.

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

Motion passed; 7-0; Unanimous.

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C. Request Approval of a Fund-to-Fund Transfer – 6:28 pm FROM:

2013 Redevelopment Bond, 4513-0000

60100 Transfer Out Fund-to-Fund \$ 61,642.66

Westside TIF Debt Res 2013 Bond, 4923-0000

60100 Transfer Out Fund-to Fund \$190,700.00 TOTAL \$252,342.66

TO:

Westside Econ Dev/Rich Twp TIF, 4920-0000

00992 Transfer Funds into Fund \$252,342.66

The 2013 Redevelopment Bond has been closed. The Department was instructed by FSG to move all funds in Fund 4513 (2013 Redevelopment Bond) and Fund 4923 (Westside TIF Debt Res 2013 Bond) to Fund 4920 (Westside Econ Dev/Rich Twp TIF).

Crossley moved to approve the Auditor's request of a Fund-to-Fund Transfer of Cash from Fund 4513-0000, 2013 Redevelopment Bond in the amount of \$61,642.66 and from Fund 4923-0000, Westside TIF Debt 2013 Bond, in the amount of \$190,700 for a total cash transfer of \$252,342.66 into Fund 4920-0000, Westside Econ Development/Richland Township TIF. McKim seconded.

Gregory presented. Brief Council discussion ensued. No public comment.

Deckard asked for a roll call vote.

Shell called the Roll.
Hawk Yes
Iversen Yes
Crossley Yes
Wiltz Yes
Deckard Yes
Munson Yes
McKim Yes

Motion passed; 7-0; Unanimous.

13. COUNCIL OFFICE – 6:32 pm Quarterly Levy Funds Summary

Council requested Staff to prepare a quarterly summary including appropriations, revenues, expenditures, and the cash balance for all levy funds.

14. LEGAL DEPARTMENT – 6:36 pm

A. Request the Creation of a New Account Line and Simultaneously Amend the 2024 Salary Ordinance

Election Fund-Election Board, 1215-0062

FROM:		
17501	Inspectors	\$165.00 – paid per person-per Election Day
17502	Judges (Election)	\$135.00 – paid per person-per Election Day
17503	Precinct Sheriff (Election)	\$115.00 – paid per person-per Election Day
17504	Clerks (Election)	\$135.00 – paid per person-per Election Day
17507	Travel Boards	Range: \$17.00-\$20.00 hourly, plus mileage
17508	Absentee Boards-Counters	\$135.00 – paid per person-per Election Day

TO:		
17501	Inspectors	not to exceed \$200.00 paid per person on Election Day
17502	Judges (Election)	not to exceed \$175.00 paid per person on Election Day
17503	Precinct Sheriff (Election)	not to exceed \$125.00 paid per person on Election Day
17504	Clerks/Student Workers (Elections)	not to exceed \$150.00- paid per person on Election Day
17507	Election Worker Training	Range: \$30.00-\$52.00 per day for training
17508	Absentee Board-Counters	not to exceed \$175.00 paid per person on Election Day
17512	Absentee Board-Couriers	not to exceed \$150.00 paid per person on Election Day,

plus mileage (New Account Line)

Pursuant to Indiana Code § 3-11.5-7-2 and § 3-11-10-39, the Commissioners are responsible for setting the per diems for precinct election workers, absentee counters, and couriers. To fulfill this statutory responsibility, the Commissioners adopted amendments to Monroe County Code Chapter 287. This Monroe County code section

provides limitations for the per diems for election workers and directs the Election Board to set an amount within the provided range. The Salary Ordinance needs to be amended to reflect the recent amendments to Chapter 287.

Crossley moved to approve the request to create a new account line, 17512 Absentee Board-Couriers, and to amend the 2024 Salary Ordinance in Fund 1215-0062, Election Fund-Election Board as follows:

Account line 17501 Inspectors – not to exceed \$200 per person on Election Day

Account line 17502 Judges (Election) - not to exceed \$175 per person on Election Day

Account line 17503 Precinct Sheriff (Election) – not to exceed \$125 per person on Election Day

Account line 17504 Clerks/Student Workers (Elections) - not to exceed \$150 per person on Election Day

Account line 17507 Election Worker Training – Range: \$30.00-\$52.00 per day for training

Account line 17508 Absentee Board-Counters – not to exceed \$175 per person on Election Day

Account line 17512 Absentee Board-Couriers – not to exceed \$150.00 paid per person on Election Day, plus mileage. Iversen seconded.

McKim left the meeting at 6:36 pm.

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

Deckard asked for a Roll Call vote.

Shell called the Roll.

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

Motion passed; 6-0; Unanimous.

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Request to Approve Resolution 2024-03 Approving the Interlocal Cooperation Agreement –
 6:40 pm

The Board of Commissioners, on 02/07/24, approved an Interlocal Cooperation Agreement with the City of Bloomington in regard to the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG). For 2023, as the City shall receipt in all of the \$54,337 associated with the 2023 GAG and disburse \$3,804 to the Monroe County Sheriff's Department, the remaining \$50,533 for use by the Bloomington Police Department.

McKim returned to meeting at 6:40.

Crossley moved to approved Resolution 2024-03, the Interlocal Cooperation Agreement. McKim seconded.

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

Deckard asked for a roll call vote.

Shell called the Roll.

Munson Yes
Deckard Yes
Crossley Yes
Iversen Yes

Wiltz Yes Hawk Yes McKim Yes

Motion passed; 7-0; Unanimous.



C. Request Approval of Resolution 2023-02 Regarding Knowledge, Skills, and Abilities Procedures

This item was tabled from the April 9th, 2024, Council meeting.

Legal Counsel has prepared an amendment to Resolution 2023-02 Establishing a Policy to Recognize Knowledge, Skills, and Abilities for Non-Monroe County Government Applicants, Current Permanent Part-time Employees Applying for Full-time employment, and Eligible Transferring Monroe County Employees. The amendment clarifies current Monroe County part-time employment history for full-time KSA consideration. The amendment also addresses a situation during which an applicant has both Monroe County Government and other prior law enforcement history.

This item is tabled to the May 14, 2024, Council meeting.

15. COUNCIL COMMENTS – 6:42 pm

Iversen stated \$30 million dollars of funding has been allocated to Regional Opportunity Inc for the Indiana Uplands projects that address key performance indicators.

Crossley noted that on Saturday, April 27 she is having a joint City-County constituent meeting with City Council Member Asari from 10:30 to 11:30. She also discussed aspects related to the justice facility project.

Hawk spoke about the needing a discussion regarding the jail location.

Deckard opened for discussion and approval of Resolution 2024-18: Resolution of Support for the City of Bloomington Utilities-Booster Pump Station Project.

Turner-King gave the hours for early voting.

16. ADJOURNMENT – 6:51 pm

The County Council Meeting Summary Minutes for June 7, 2024 were presented and approved on July 5, 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:				
	Gregory,			Date



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Highway	Presenter: Lisa Ridge
REQUESTED Meeting	Date: 6/11/2024
PURPOSE: (Mark all applicable boxes, then complete the corre	esponding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):	
Was the Council Liaison notified prior to submitting the ag	genda request? No
Per Resolution 2024-14, do you approve the request being	g placed in the Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed summary explanation fo	r the request.)

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request? No

Department: Highw	vay			
Fund Name: Cumu	ılative Bridge			
Fund Numbe	er: 1135	Location Number: 0000		
TRANSFER FROM:				
Account Number:	Account Description:			Amount Requested:
39342	That Road Bridge #79		-	\$ 50,000.00
			-	
			- -	
GRA	AND TOTALS MUST MATCH	l. GRAND	TOTAL:	\$ 50,000.00
TRANSFER TO:				
Account Number:	Account Description:			Amount Requested:
23960	Backfill/Pavement Repair		- - - -	\$ 50,000.00
GR/	AND TOTALS MUST MATCH	. GRAND	TOTAL:	\$ 50,000.00



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: HEALTH	Presenter: LORI KELLEY
REQUESTED Meeting D	Date:6/25/2024
PURPOSE: (Mark all applicable boxes, then complete the corres	sponding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):	
Was the Council Liaison notified prior to submitting the age	enda request? No
Per Resolution 2024-14, do you approve the request being	placed in the Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed summary explanation for	the request.)
Emergency Preparedness Fund 8104 to move fun cover costs for supply purchases. The Indiana Debudget on 5/20/2024 that will allow the category tr 7/1/2023-6/30/2024 has been included with reque	epartment of Health has approved an amended ransfer. Amended budget for grant cycle

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request? No

Department: HEAL	TH			
Fund Name: PUBL	IC HEALTH EMERGENC	Y PREPAREDNESS		
Fund Numbe	er: 8104	Location Number: 9624		
TRANSFER FROM:				
Account Number:	Account Description:			Amount Requested:
17801	Part-Time			\$ 3,100.00
18101	FICA			\$ 181.00
30006	Contractual			\$ 3,681.00
30028	Training/Travel			\$ 515.00
38110	Services & Charges			\$ 2,560.00
GR/	AND TOTALS MUST MAT	CH. GRAND	TOTAL:	\$ 10,037.00
TRANSFER TO:				
Account Number:	Account Description:			Amount Requested:
22630	Supplies			\$ 10,037.00
GR/	AND TOTALS MILET MAT	CH GRAND	τοται ·	\$ 10,037.00

Base Budget for Local Health Departments

Instructions: Enter your budget information according to instructions provided by IDOH. For assistance contact your Regional Supervisor.

	Sub-recipient Information							
	Monroe County Health Department							
Remit to address:	119 W 7th St.							
City:	Bloomington							
State:	IN							
Zip:	47404							
Purchase Order #:								
Vendor Number:								
Fund:								
Budget Period (dates):	7/1/2023-6/30/2024							
Fiscal Year:								
Assistance Listings (CFDA) Number:								
Base Allotment:	\$25,000							

Administrative

Administrative costs may be invoiced up-front (in advance) if sub-awardee chooses to do so. Administrative costs include the following sub-categories: Staff Costs and staff related costs

Base Staff Costs

This category includes full time or part time staff and may include employee staff costs or contracted staff costs. Costs within this category may include allocation of employee salary, health insurance, life insurance, and/or FICA for time worked on grant specific services and activities. Please list positions, title/role, PHEP hours of work per week and cost. Allocation of cost between multiple funds requires appropriate documentation of hours worked to support why a percentage of time was charged against the Preparedness grant. Weekly time sheets/documentation supporting hours claimed and identifying the separation of duties if paid by multiple program(s)/grant(s) must be maintained on file with sub-awardee for audit purposes.

Staff Name	Title/Role	PHEP hours per week	Sta	ff Cost		Capability	Justification
Emily Kinnarney	PHEP Assist. (\$19/hr + fringe)	100%	\$	2,868.77	Emily's last day 1/16/24	Program Administration	Assist PHEP program 7-9 hours/wk
TBD	PHEP Assist. (\$17/hr + fringe)	100%	\$	1,500.04		Program Administration	Assist PHEP program 14-15 hours/wk
			\$	-			
			\$	-			
	Total Salaı	y & Fringe Budgeted:	\$	4,368.81			

Base Supplies											
	This category typically includes any supply or equipment item costing under \$5,000.										
Description	Number of Units	Amount per Unit	Total Amount	Capability	Justification						
Office / POD / Response Supplies	12	\$ 633.33	\$ 7,599.96	3 Emergency Operations C	oordin Program Administration						
Remarkable Devices	2	\$ 793.02	\$ 1,586.04	Program Administration	Program Administration						
Phones for call center	6	\$ 225.00	\$ 1,350.00	6 Information Sharing	Call center supply						
Cooling towels - extreme heat	1,500	\$ 0.44	\$ 660.00	11 Nonpharmaceutical Inte	rventio Weather related personal protection						
Stop the Bleed kits and materials	20	\$ 113.55	\$ 2,271.00	5 Fatality Management	Program marketing						
PH Emerg Prep books & handbook	4	\$ 55.00	\$ 220.00	3 Emergency Operations C	pordin Planning considerations						
Grab & Go bins - All HD COOP planning	14	\$ 130.00	\$ 1,820.00	3 Emergency Operations C	oordin COOP planning						
Childrens prep activity booklets, multi-age	500	\$ 2.59	\$ 1,295.00	1 Community Preparednes	Preparedness education						
Emergency solar blankets - exteme cold	200	\$ 1.20	\$ 240.00	11 Nonpharmaceutical Inte	rventic Cold response						
	To	tal Supplies Budgeted:	\$ 17,042.00								
	Т	otal Supplies Unspent:									

Base Other

This category typically includes expenditures for operational expenses or services that do not require a formal contract such as cellular phone service, postage and freight charges, printing services, and short term space or equipment rentals. The monthly statement and/or invoice including dates of services must be maintained by sub-awardee for audit purposes.

Description	Number of Units	Amount per Unit	Total Amount	Capability	Justification
Cell phone / Hot Spot	12	\$ 35.00	\$ 420.00	3 Emergency Operations Coordin	Communications
Printing (as needed)	1	\$ 500.00	\$ 500.00	6 Information Sharing	Communications
		\$ -	\$ -		
		\$ -	\$ -		
\$ -		\$ -			
		\$ -	\$ -		
Total Other Budgeted:			\$ 920.00		

Base Travel

All travel costs will be reimbursed in accordance with State (http://www.in.gov/idoa/2459.htm) travel policies and procedures as are in place at the execution of the contract unless the sub-grantee's travel rules are more stringent or reimbursement rates are lower. As part of the request, provide an itemization of all travel expenses to include purpose for travel, # of nights, lodging, per diem and mileage. Prior approval for out-of-state travel is required. Documentation supporting the travel must be maintained by sub-awardee for audit purposes; i.e. conference agenda, lodging receipts, parking tickets/receipts, etc. NOTE - per diem is only paid for overnight stay(s)

Purpose of Travel		Mileage nbursement Total	Н	otel Reimbursement Total	Pe	Per Diem Reimbursement Total*		Other (flight, taxi, etc.)Total		Total Amount	Capability	Justification
General mileage for meetings /events /etc	\$	809.19	\$	-	\$	-	\$	-	\$	809.19	Program Administration	Program Administration
IEHA Fall Conference (Sept 24 - 27, 2023)	\$	109.00	\$	325.00	\$	175.00	\$	-	\$	609.00	1 Community Preparedness	Workforce Development
2024 EPPC Conference 4/3-4/4 - French Lick	\$	50.00	\$	-	\$	75.00	\$	-	\$	125.00	1 Community Preparedness	Workforce Development
FAC training - PHEP Coord & MRC Coord	\$	150.00	\$	466.00	\$	200.00	\$	\$ -		816.00	3 Emergency Operations Coordin	Workforce Development
FEMA PER410 training in Plainfield - 3/14-15	\$	50.00	\$	185.00	\$	75.00	\$	\$ -		310.00	1 Community Preparedness	Workforce Development
												Workforce Development
	\$	-	\$	-	\$	-	\$	-	\$	-		_
* NOTE - per diem is only paid for overnight stay(s) Total Travel Budgeted							l Budgeted:	\$	2,669.19			

Base Equipment

This category includes any material purchase with a monetary value of \$5,000 or greater per unit. Provide a unit cost and quantity. Three (3) Quotes and Method of Selection, sole source justification or compatibility statement, are required for any single item exceeding \$4,999. All documentation including quotes and method of selection must be submitted for review and approval prior to expenditure of fund by sub-awardee. Please submit to the respective IDOH-PHEP Regional Supervisor via email for review & approval. Documentation supporting the expenditure must be maintained on file with sub-awardee for audit purposes; invoice, receipt, etc.

Description	Number of Units	Amount per Unit	Total Amount	Capability	Justification
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
Total Equipment Budgeted:			\$ -		
Total Equipment Unspent:			#REF!		

Base Contracts - Vendors & Other

This category includes all payments made for services rendered under a contractual agreement or temporary staffing agreement including labor, materials, travel or other costs paid to a 3rd party to complete services on behalf of the sub-awardee including professional and consulting services. Contracts must be listed separately. Three (3) Quotes and Method of Selection, sole source justification or compatibility statement, are required for any single item exceeding \$4,999. All documentation including quotes and method of selection must be submitted for review and approval prior to expenditure of fund by sub-awardee. Please submit to the respective IDOH-PHEP Regional Supervisor via email for review & approval. Documentation supporting the expenditure must be maintained on file with sub-awardee for audit purposes; invoice, receipt, etc.

Description of Services	Vendor	Cost	Capability	Justification
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		_
	\$ -			

Total Costs:	\$ 25,000.00
Total BASE Allotment:	\$ 25,000.00
Remaining to be Budgeted:	\$ -



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Sheriff		P	Presente	er:	Jamie Jahnke/Phil Parker
	REQUESTE	Meeting Dat	te:	5/2	8/2024
PURPOSE: (Mark all applicable boxe	es, then comp	lete the correspo	onding req	lues	t page.)
Creation of New Account L	ine(s) (pg. 2)			Ad	ditional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)				Fur	nd to Fund Transfer (pg.4)
De-Appropriation of Accou	nt Line(s) (pg	g.5)	\checkmark	Sal	ary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):					
Was the Council Liaison notified p	rior to subm	itting the agend	da reques	st?	Yes
Per Resolution 2024-14, do you ap	prove the re	quest being pla	aced in th	ne C	Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed s	ummary exp	lanation for the	e request	t.)	
Server positions move from positions within the Departm	35 hours to ent if the A cations, which so 40 l Salary Ord 0005 35 hours 35 hours	c 40 hours. To deministrative hich we believe hours will held dinance Civil Pole B Civil Pole B Civil Pole B	hose po e Coordi ve is pa lp impro Nor Nor	ositina irtia ove n-E	requesting that the Civil Process ions would be the only 35 hour tor are approved. The open position ally due to the number of work hours our candidate list as well. xempt xempt xempt xempt



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

ponding request page.)
onding request page.)
Additional Appropriation(s) (pg.2)
Fund to Fund Transfer (pg.4)
Salary Ordinance Amendment(s) (pg.6 and/or 7)
nda request? Yes
laced in the Consent Agenda Section? Yes
ne request.)
stently working 35 hours a week. In addition, sting to combine into a one full-time 40-hour with efficiency, we would like to move all the General Fund would need to be amended. It is time. Time-sheets are available if need be. neral Fund- Sheriff, 1000-0005 MOT C Non-Exempt
Tesswitter Alanah

REQUEST FOR A SALARY ORDINANCE AMENDMENT – AMEND EXISTING POSITION(S)

Please contact the Council office to:

- -Confirm if there is need for your request to be considered by the Personnel Administration Committee first
- -Obtain a fiscal impact report
- -Ensure accuracy of your Department's Organizational Chart

Department: Sheriff Requested Effective Date: 5/19/2024		
Position 1:		
Current Position Information:		
Will this position's salary be split between two funds?	No	
Fund Name: General		Account Line: 17801
Fund Number: 1000	Location Numl	ber: 0005
Job Title: Office Administrator Part-Time		Hours per week: 28
Classification: Part-Time	_{Level:} Part-Time	Step increase level: Minimum
Requested Amendments: (Complete all that apply.)		
Job Title: Office Administrator		Hours per week: 40
Classification: COMOT	Level: C	Step increase level: 1-Year
Position 2:		
Current Position Information:		
Will this position's salary be split between two funds?	No	
Fund Name: General		Account Line: 15181
Fund Number: 1000	Location Numb	_{oer:} 0005
Job Title: Office Administrator		Hours per week: 35
Classification: COMOT	Level: C	Step increase level: Minimum
Requested Amendments: (Complete all that apply.)		
Job Title: Office Administrator		Hours per week: 40
Classification: COMOT	_{Level:} C	Step increase level: 8-Year

If you are requesting amendments to additional positions, please attach a document including all information requested above.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Auditor	Presenter: Brianne Gregory
REQUESTED Meeting D	Date:5/28/2024
PURPOSE: (Mark all applicable boxes, then complete the corres	sponding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):	
Was the Council Liaison notified prior to submitting the age	enda request? Yes
Per Resolution 2024-14, do you approve the request being	placed in the Consent Agenda Section? No
NARRATIVE: (Provide a detailed summary explanation for	the request.)
The Internal Auditor position is currently a 35-hou required of this position, the Auditor's Office would hours weekly effective 8/11/2024. Aside from the currently at the 40-hour rate. The individual currently holding this position has rattending law school in the fall. Therefore, the Audither position starting 8/11/2024. The Auditor's Officing up to four weeks prior to the exit of the current Interpolates will be paid at the 35-hour rate for the The Auditor's Office does not foresee the need for intends to utilize funding that has already been ap Below is a calculation of the base salary fiscal improalculated at the mid-point hire rate. Increase from 35 to 40 hours: 5 hours x 18 weeks Training line: 35 hours x 4 weeks x \$28.88/hours.	chief Deputy, all other Auditor positions are notified the Auditor's Office that they will be ditor's Office will need to hire an individual to fill be is requesting the creation of a training line for training period. The additional appropriations for this item and appropriated to cover the additional expenses. Seact for the remainder of 2024. These are the eks x \$28.88/hour = \$2,599.20

REQUEST THE CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

Department: Auditound Name: Count			
Fund Number		Location Number: 0002	
Account Number:	Account Description:		Amount Requested:
16800	Transitional Temp	Training Pos	\$ 0.00
			

REQUEST FOR A SALARY ORDINANCE AMENDMENT – AMEND EXISTING POSITION(S)

Please contact the Council office to:

- -Confirm if there is need for your request to be considered by the Personnel Administration Committee first
- -Obtain a fiscal impact report
- -Ensure accuracy of your Department's Organizational Chart

Department: Auditor	Requested Effective Date: 8/11/2024			
Position 1:				
Current Position Information:				
Will this position's salary be split between two funds?	No			
Fund Name: County General		Account Line: 10044		
Fund Number: 1000	Location Numb	oer: 0002		
Job Title: Internal Auditor		Hours per week: 35		
Classification: PAT	Level: B	Step increase level: 1-Year		
Requested Amendments: (Complete all that apply.)				
Job Title: Internal Auditor		Hours per week: 40		
Classification: PAT	_{Level:} B	Step increase level: 1-Year		
Position 2:				
Current Position Information:				
Will this position's salary be split between two funds?	Yes			
Fund Name:		Account Line:		
Fund Number:	Location Numb	per:		
Job Title:		Hours per week:		
Classification: Part-Time	_{Level:} Part-Time	Step increase level: 1-Year		
Requested Amendments: (Complete all that apply.)				
Job Title:		Hours per week:		
Classification: PAT	_{Level:} B	Step increase level: Part-Time		

If you are requesting amendments to additional positions, please attach a document including all information requested above.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Highway	Presenter: Lisa Ridge
REQUESTED Meeting	Date:6/11/2024
PURPOSE: (Mark all applicable boxes, then complete the corr	responding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):	
Was the Council Liaison notified prior to submitting the a	genda request? No
Per Resolution 2024-14, do you approve the request being	g placed in the Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed summary explanation fo	or the request.)
an accident on the project that ended up having insurance company. We have received the insu appropriate the funds back into the account line. account line to our equipment line to be able to pathe lot in May. The vehicle line should be utilized.	rance reimbursement payment and need to We had transferred funds from our vehicle burchase the new skid steer that was available on

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST THE CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

Department: Highw Fund Name: Cumu			
Fund Numbe		Location Number: 0000	
Account Number: 41104	Account Description: Vehicle Purchase		Amount Requested: \$ 75,000.00



Product Quotation

Quotation Number: MB522517 Quote Sent Date: May 09, 2024

Expiration Date: Jun 08, 2024

Your Bobcat Contact Mason Brekke

Phone:

Email: mason.brekke@doosan.com

Your Customer Contact

Deliver to

MONROE CO HIGHWAY 5900 W FOSTER CURRY DR BLOOMINGTON, IN, 47403-8886 **Bobcat Dealer**

Dallas Rhett

Bobcat of Bloomington, Bloomington, IL 2391333 13955 CAROLE DRIVE BLOOMINGTON, IL, 61701

Bill to

NEW GOVERNMENT CUSTOMER

250 E Beaton Dr

West Fargo, ND, 58078-2656

Item Name	Item Number	Quantity	Price Ea	nch Total
T770 T4 Bobcat Compact Track Loader	M0285	1	62,308	.08 62,308.08
Standard Equipment: 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn		Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, and Warning Lights Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab Includes: Adjustable Suspension Seat, Top & Rear Wind Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 3471 Falling Object Protective Structure (FOPS) meets SAE-J ISO 3449, Level I; (Level II is available through Bobcat Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 5 Rollers Tracks: Rubber, 17.7" wide		
Deluxe Package Included: Deluxe Package:, Enclosed HVAC Cab, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Keyless Ignition, Deluxe Display, Standard Lights, Attachment Control, Single Direction Bucket Positioning, Two-Speed Travel, Telematics - Machine IQ, 3yr Standard Telematics Subscription, Ride Control, Reversing Fan	M0285-P11-C12	Warranty: 2 years, or 20	7,571	
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	680.	40 680.40
High Flow Hydraulics	M0285-R03-C03	1	1,940.	40 1,940.40
	Total for T770 T4 E	Bobcat Compact Track Load	ler	72,500.40
		Quote Total - USD		72,500.40
		Dealer P.D.I.		300.00
		Freight Charges		1,350.00

Comment:

Customer acceptance: Quotation Number:: MB522517	Purchase Order:
Authorized Signature:	
Print:	Sign:
Date: Email:	
Addresses	
Delivery Address	
Billing Address (if different from ship to):	
Tax Exempt: Y □ / N □	
Exempt in the State of:	
Tax Exempt ID:	
Federal:	
State:	
Expiration Date:	

CHUBB	Statement of Loss Summary Sheet	Writing Company		
Insured Name	Monroe County Board Of Commissioners	Federal Insurance Company		
Date of Loss	04/16/2024			
Location	Shelbourne Drive/Shelbourne Woods, Bloomington, IN 47404			
Policy Number	000036046349			
Claim Number	092024024884			
Date Created	05/06/2024			

Totals	\$ 80,198.00	\$ -	\$ 70,198.00	\$ (56,579.12)	\$ 13,618.88	
Coverage Line	Replacement Cost Value	Less Depreciation	Actual Cash Value	Paid Amount	Current Payment	Comments
Contractors Equipment	\$ 80,198.00	\$ -	\$ 80,198.00	\$ (56,579.12)	\$ 23,618.88	
DEDUCTIBLE			\$ (10,000,00)	FEMALES AND STREET	\$ (10,000,00)	

Contractors Equipment Details

\$	80,198.00	\$ 80,198.00	\$	(56,579.12)	\$ 23,618.88				
1000	Replacement Cost Value	Actual Cash Value		Paid	Due	Vendor	Date Received	Date Paid	Comments
\$	66,579.12	\$ 66,579.12	\$	56,579.12	\$ 10,000.00	Bobcat Repair Invoice			
\$	13,618.88	\$ 13,618.88			\$ 13,618.88	Bob Cat Total Loss			
			18					nuces est	



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Prosecutor	Presenter:	Beth Hamlin
REQUESTED Meeting I	Date:6/	11/2024
PURPOSE: (Mark all applicable boxes, then complete the corre	sponding reque	est page.)
Creation of New Account Line(s) (pg. 2)	Ac	dditional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fu	and to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Sa	alary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):		
Was the Council Liaison notified prior to submitting the ago	enda request?	Yes
Per Resolution 2024-14, do you approve the request being	placed in the	Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed summary explanation for	the request.)	
covering Monroe, Owen and Morgan counties by Protective Services investigates reports of endangincapacitated adults harmed or threatened with his battery or exploitation. Investigators may take appreciated or psychiatric resources in the community endangered adults. Such referrals for services may residential placement facilities, agencies serving it or other social service providers. The Adult Protective Services budget is funded by Indiana Family Social Services Administration, Dit the contractual funding from FSSA to the Adult Protective term 7/1/23 - 6/30/25 in the amount of \$50 only the second year of funding in the amount of \$50 only the second year of funding in the amount of \$50 only the second year of funding in the amount of \$50 only the second year of funding in the amount of \$50 only the second year of funding in the amount of \$50 only the year.	gered adults arm as a respressive as necessive as necessive ay include the individuals where a fiscal year increase on Agree 1551,733.58,	s and may take legal action to protect sult of neglect (including self-neglect), gal action, and/or refer individuals for ary to protect the health and safety of ne Area 10 Agency on Aging, with disabilities, mental health centers, ar grant awarded by the State of ging. This is a request to appropriate rvices program. This is a two year however this request is to appropriate

REQUEST THE CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

Have you completed all possible in-house and category transfers PRIOR to making this request? No

Department: Prosecutor

Fund Name: Adult Protective Services

Fund Number: 9112 Location Number: 9624

Account Number:	Account Description:	Amount Requested:
15115	APS Director	\$ 59,870.00
13016	APS Investigator	\$ 52,244.00
13017	APS Investigator	\$ 47,278.00
13031	APS Case Monitor	\$ 50,168.00
17801	PT Temp	\$ 3,341.10
18001	FT Health/Dental/Life	\$ 1.00
18101	FICA	\$ 16,013.00
18201	PERF	\$ 29,758.00
20011	Supplies	\$ 200.00
20100	Fuel	\$ 1,000.00
30025	Maintenance	\$ 100.00
30028	Travel/Training	\$ 500.00
30021	Phones/Pagers	\$ 750.00
30058	Outreach	\$ 1.00
30042	Technical Hardware/Services	\$ 200.00
30003	Printing and Subscriptions	\$ 300.00
30800	Postage	\$ 350.00
30007	Official Bond	\$ 300.00
33049	Emergency Housing and Services	\$ 13,492.69

TOTAL REQUEST AMOUNT:

\$ 275,866.79

Acct	Obj	Carry Forward Approp	Original Approp	Addt'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Unexpend Pct
☐ Fund : 911	-	Approp	Original Approp	Addet Approp	Adj Approp	тош дрргор	Expenditure	Onexpena balance	onexpend rec
□ Loc : 96	524								
13016	00000	30,204.70	0.00	0.00	(10,000.00)	20,204.70	0.00	20,204.70	100.00%
13017	00000	24,342.00	0.00	0.00	0.00	24,342.00	15,920.80	8,421.20	34.60%
13031	00000	23,386.50	0.00	0.00	0.00	23,386.50	15,282.40	8,104.10	34.65%
15115	00000	27,855.40	0.00	0.00	0.00	27,855.40	18,267.20	9,588.20	34.42%
17601	00000	200.00	0.00	0.00	0.00	200.00	0.00	200.00	100.00%
17801	00000	812.10	0.00	0.00	10,000.00	10,812.10	3,048.48	7,763.62	71.80%
18001	00000	11,408.00	0.00	0.00	0.00	11,408.00	0.00	11,408.00	100.00%
18101	00000	8,624.20	0.00	0.00	0.00	8,624.20	3,827.21	4,796.99	55.62%
18201	00000	15,305.81	0.00	0.00	0.00	15,305.81	7,024.72	8,281.09	54.10%
20011	00000	73.20	0.00	0.00	0.00	73.20	0.00	73.20	100.00%
20100	00000	534.74	0.00	0.00	0.00	534.74	293.36	241.38	45.14%
30003	00000	300.00	0.00	0.00	(100.00)	200.00	0.00	200.00	100.00%
30007	00000	100.00	0.00	0.00	0.00	100.00	100.00	0.00	0.00%
30021	00000	220.97	0.00	0.00	0.00	220.97	129.93	91.04	41.20%
30028	00000	307.53	0.00	0.00	(200.00)	107.53	0.00	107.53	100.00%
30042	00000	200.00	0.00	0.00	(100.00)	100.00	0.00	100.00	100.00%
30058	00000	200.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00%
30800	00000	160.00	0.00	0.00	495.00	655.00	406.13	248.87	38.00%
33049	00000	9,819.96	0.00	0.00	0.00	9,819.96	4,859.38	4,960.58	50.52%
		154,055.11	0.00	0.00	95.00	154,150.11	69,359.61	84,790.50	55.01%
		154,055.11	0.00	0.00	95.00	154,150.11	69,359.61	84,790.50	55.01%
		154,055.11	0.00	0.00	95.00	154,150.11	69,359.61	84,790.50	55.01%

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

CONTRACT#0000000000000000000073936

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

1. Duties of the Prosecuting Attorney.

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

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

2. Consideration.

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

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

3. Term.

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

4. Access to Records.

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

Assignment; Successors.

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

Audits.

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

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

7. Authority to Bind the Prosecuting Attorney.

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

8. Changes in Work.

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

9. Compliance with Laws.

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

in the previous three hundred sixty-five (365) days, even if IC art. 24-4.7 is preempted by federal law; and

- (B) the Prosecuting Attorney will not violate the terms of IC ch. 24-4.7 for the duration of the Contract, even if IC art. 24-4.7 is preempted by federal law.
- (2) The Prosecuting Attorney and any principals of the Prosecuting Attorney certify that an affiliate or principal of the Prosecuting Attorney and any agent acting on behalf of the Prosecuting Attorney or on behalf of an affiliate or principal of the Prosecuting Attorney, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC art. 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC art. 24-4.7 for the duration of the Contract, even if IC art.24-4.7 is preempted by federal law.

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

10. Condition of Payment.

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

11. Confidentiality of Information.

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

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

12. Continuity of Services.

Deleted.

13. Debarment and Suspension.

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

14. Default by State.

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

15. Disputes.

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

Deleted; not applicable.

17. Employment Eligibility Verification.

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

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

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

18. Employment Option.

Deleted.

19. Force Majeure.

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

20. Funding Cancellation.

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

21. Governing Law.

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

22. HIPAA Compliance.

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

23. Independent Contractor; Workers' Compensation Insurance.

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

24. Indiana Veteran Owned Small Business Enterprise Compliance.

Deleted.

25. Information Technology Enterprise Architecture Requirements.

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

26. Minority and Women's Business Enterprises Compliance.

Deleted.

Nondiscrimination.

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

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

28. Notice to Parties.

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

A. Notices to the State shall be sent to:

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

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

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

and

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

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

29. Payments.

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

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

30. Renewal Option.

Deleted.

31. Severability.

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

32. Taxes.

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

33. Termination for Convenience.

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

34. Termination for Default.

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

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

35. Travel.

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

Waiver of Rights.

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

Work Standards.

Deleted.

38. State Boilerplate Affirmation Clause.

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

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

Monroe County

Prosecuting Attorney

By:\\S1\\
4B3BF619E5E249E...

Title: \tprosecuting Attorney

Date:\7/6/2023 | 10:20 EDT

Indiana Family & Social Services Administration

ED Jeslie Huckleberry - 00405

Title:\to\irector, Div Aging

Date:\73/28/2023 | 13:06 EDT

Monroe Commissioners

By:\S2\ 1E0F5FF84AC4468...

Title:\tpresident- Penny Githens

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

EXHIBIT A

Duties of the Prosecuting Attorney

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

A. Purpose.

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

B. Staffing.

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

EXHIBIT A

Duties of the Prosecuting Attorney

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

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

C. Duties.

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

EXHIBIT A

Duties of the Prosecuting Attorney

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

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

D. Emergency Services and Housing.

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

E. Information Technology and Communications.

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

F. Program Monitoring by the State.

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

EXHIBIT B

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

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

A. Purpose.

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

B. Duties.

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

EXHIBIT B

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

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

EXHIBIT C Budget

MONROE COUNTY PROSECUTOR

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

^{*} Maximum allowable total for SFY 24 Adult Protective Services

^{**} Maximum allowable total for SFY 25 Adult Protective Services

		APS l	JNIT'S CC	EXHIBIT D OUNTIES OF SERVIC	E FY 2024	ļ	
Unit 1	Lake		Unit 6	Madison		Unit 12	Dearborn
		-		Blackford			Fayette
Unit 1a	LaPorte			Delaw are			Franklin
	Jasper			Grant			Jefferson
	New ton			Henry			Ohio
	Porter			Jay			Ripley
	Pulaski			Randolph			Rush
	Starke				_		Sw itzerland
			Unit 7	Vigo			Wayne
Unit 2	St Joseph			Clay			Union
	Elkhart			Parke			
	Kosciusko			Putnam		Unit 13a	Daviess
	Marshall			Sullivan			Dubois
				Vermillion			Greene
Jnit 3	Allen						Knox
	Adams		Unit 8	Marion			Martin
	DeKalb	'	3 3	Boone			Pike
	Huntington			Hamilton			Tito
	LaGrange			Hendricks		Unit 13b	Vanderburgh
	Noble			Ticharicks		OTHE TOD	Gibson
	Steuben						Perry
	Wells		Unit 8b	Shelby			Posey
	Whitley	'	G 00	Hancock			Spencer
		i.		Johnson			Warrick
Jnit 4	Tippecanoe			CONTICON			varion
Jiii 4	Benton		Unit 10	Monroe		Unit 14	Clark
	Carroll		Orne 10	Morgan		Offic 1-4	Floyd
	Clinton			Ow en			Harrison
	Fountain						Scott
	Montgomery		Unit 11	Bartholomew			00011
	Warren		J 1 1	Brow n	7	Unit 15	Washington
	White			Decatur		J 10	Crawford
		ı		Jackson			Law rence
Jnit 5	Cass			Jennings			Orange
•	Fulton						90
	How ard						
	Miami						
	Tipton						
	Wabash						



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to: council.requests@co.monroe.in.us

Department: Monroe County Parks & Recreation Pro	esenter: Kelli Witmer
REQUESTED Meeting Date	:6/11/2024
PURPOSE: (Mark all applicable boxes, then complete the correspond	ding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify):	
Was the Council Liaison notified prior to submitting the agenda	request? Yes
Per Resolution 2024-14, do you approve the request being place	ed in the Consent Agenda Section? Yes
NARRATIVE: (Provide a detailed summary explanation for the r	request.)
2022 the Flatwoods Restroom Project was approved. Project includes the installation of a prefabricated AD existing restrooms, the installation of utilities to service A second Flatwoods Park Project includes the renoval The original budget was estimated in the spring of 20 Bond. In April of 2024, the project engineer, Bledsoe, project(s) to cost \$365,300. With the current funds account renovation) and various older bonds, the project To address the shortage of funds, there are two (2) point address the shortage of funds, there are two (2) point appropriates an additional \$100,000 now in summer to allow for work on the projects to begin in 2 appropriated will later be reimbursed with funding from Council to adopt the proposed resolution to documen 2) Council does not appropriate now and the project in option could result in an increase in the estimated cost delay further the commencement of work on the project. The requested and preferred option by the Parks Deptine 1.	A complaint restroom, the demolition of the the restroom and the maintenance garage. In a stion of basketball court to pickleball courts. 22 and the project was included in the 2022 Riggert, Cooper, James, estimated the vailable in County General (specifically for the tris estimated to be short \$100,000. 23 ossible actions: 24 n order for the projects to go to bid in late 2024. The fund from which the \$100,000 is in the 2024 Bond. This option requires to the intent to reimburse with bond proceeds. 25 included in the 2024 bond project list. This is for the project. Additionally, this option will ect.

REQUEST THE CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

Have you completed all possible in-house and category transfers PRIOR to making this request? Yes Department: Monroe County Parks & Recreation Fund Name: _County General Fund Number: 1000 Location Number: 0803 **Account Number: Account Description: Amount Requested:** 30006 Contractual \$ 100,000.00 \$ 100,000.00 **TOTAL REQUEST AMOUNT:**

REIMBURSEMENT RESOLUTION NO. 2024-23

A Reimbursement Resolution declaring Monroe County Council's official intent to reimburse expenditures for costs related to Flatwoods Park Project

WHEREAS, Monroe County, Indiana (the "County") acting pursuant to Indiana Code §36-2-6, as amended, and other applicable provisions of the Indiana Code, is authorized to issue bonds to procure money to be used in the exercise of the powers of the County and for the payment of County debt; and

WHEREAS, the Monroe County Council, as the fiscal body the for the County, approves the issuance of bonds and, if necessary, BANS, in accordance with all applicable federal and state law and adopts an ordinance to that effect; and

WHEREAS, in 2024 the County intends to provide, using its bonding capacity, for the construction and acquisition of certain public improvement projects in the County including construction improvements identified as part of the Flatwoods Park Project as outlined in "Exhibit A," and

WHEREAS, the County reasonably expects to issue debt not exceeding five million Dollars (\$5,000,000.00) in aggregate principal amount for purposes of paying and reimbursing certain costs of the Projects; and

WHEREAS, the County will use funds on hand of the County in an amount not to exceed one hundred thousand dollars (\$100,000) to pay for certain costs for the Flatwoods Park Project; and

WHEREAS, the County reasonably expects to reimburse the costs for the Flatwoods Park Project and replenish the funds on hand of the County with proceeds of long term debt to be issued by the County pursuant to the provisions of Indiana Code 36-2-6, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF MONROE COUNTY, INDIANA, THAT

- 1. The County declares its official intent pursuant to Treasury Regulations Section 1.150-2 and Indiana Code 5-1-14-6(c) to:
 - i. undertake and complete certain public improvement projects that specifically includes the Flatwoods Park Project;
 - ii. immediately fund the expenses related to the Flatwoods Park Project out of the County General Fund, fund number 1000, in an amount that does not exceed one hundred thousand dollars (\$100,000); and
 - iii. reimburse the County General Fund, fund number 1000, in the full amount expended for the expenses related to the Flatwood Park Project with proceeds of its long-term debt to be issued by the County in an amount not exceeding one hundred thousand dollars (\$100,000) in aggregate principal amount for purposes of paying and reimbursing the costs of said project.
- 2. The Council understands that the reimbursement allocation must be made not later than eighteen (18) months after the date of the original expenditure or the date the project is placed in service or abandoned in no event more than 3 years after the original expenditure is paid.

Presented to and adopted this Council of Monroe County, Bloo		, 2024, by the Monroe County				
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:						
Brianne Gregory, Auditor Monroe County, Indiana		Date				

SITE PACKAGE

100% CONSTRUCTION DOCUMENTS

ENGINEER'S PROJECT NO. 11349

DATE: 05-07-2024

SHEET INDEX

C100 TITLE SHEET

C101 EXISTING SITE CONDITION PLAN

C201 SITE PREPARATION AND DEMOLITION PLAN

C301 SITE IMPROVEMENT PLAN

C401 SITE GRADING PLAN

C501 SITE UTILITIES PLAN

C502 SITE UTILITIES PROFILES

C601 SITE DETAILS

C602 SITE DETAILS

C603 SITE DETAILS

E101 SITE ELECTRICAL PLAN

E102 PHOTOMETRY PLAN

E201 ELECTRICAL DETAILS

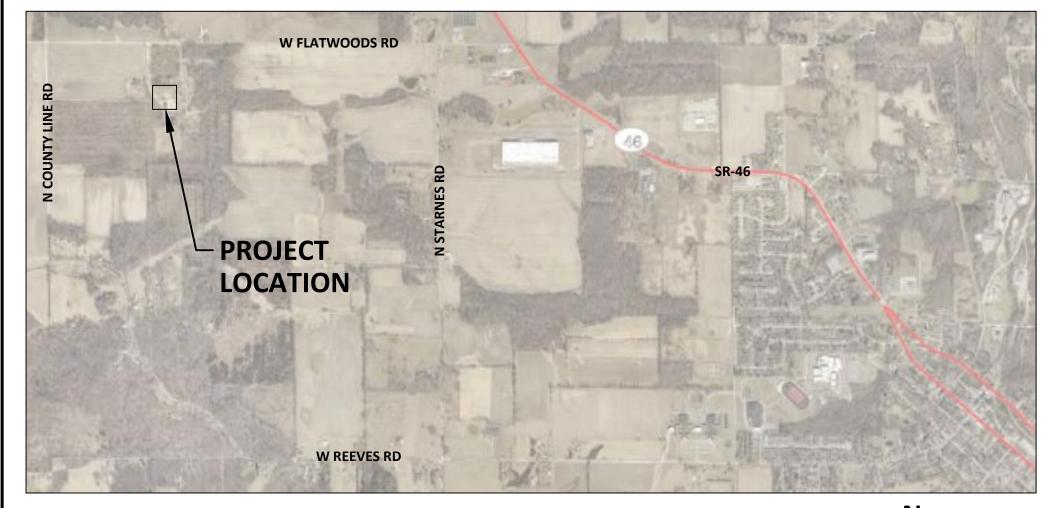
S100 FOUNDATION PLAN

GENERAL INFORMATION

- 1. SITE LOCATION: SECTION 6, T9N, R2W, RICHLAND TOWNSHIP
- 2. SITE USE: PARK AND RECREATIONAL SERVICES
- 3. INTENSITY: HIGH
- 4. ZONE: AG/RR

SPECIFICATIONS

REFER TO PROJECT MANUAL



PROJECT LOCATION MAP

NTS

FLATWOODS PARK RESTROOM FACILITY

OWNER'S ADDRESS:

MONROE COUNTY BOARD OF COMMISSIONERS 100 WEST KIRKWOOD AVENUE COURTHOUSE, 3RD FLOOR BLOOMINGTON, IN 47404 TELEPHONE: (812) 349-2550

PROJECT ADDRESS:

FLATWOODS PARK
9499 WEST FLATWOODS ROAD
GOSPORT, IN 47433
TELEPHONE: (812) 349-2800

STAMPS & APPROVALS:



STATEMENT OF COMPLIANCE

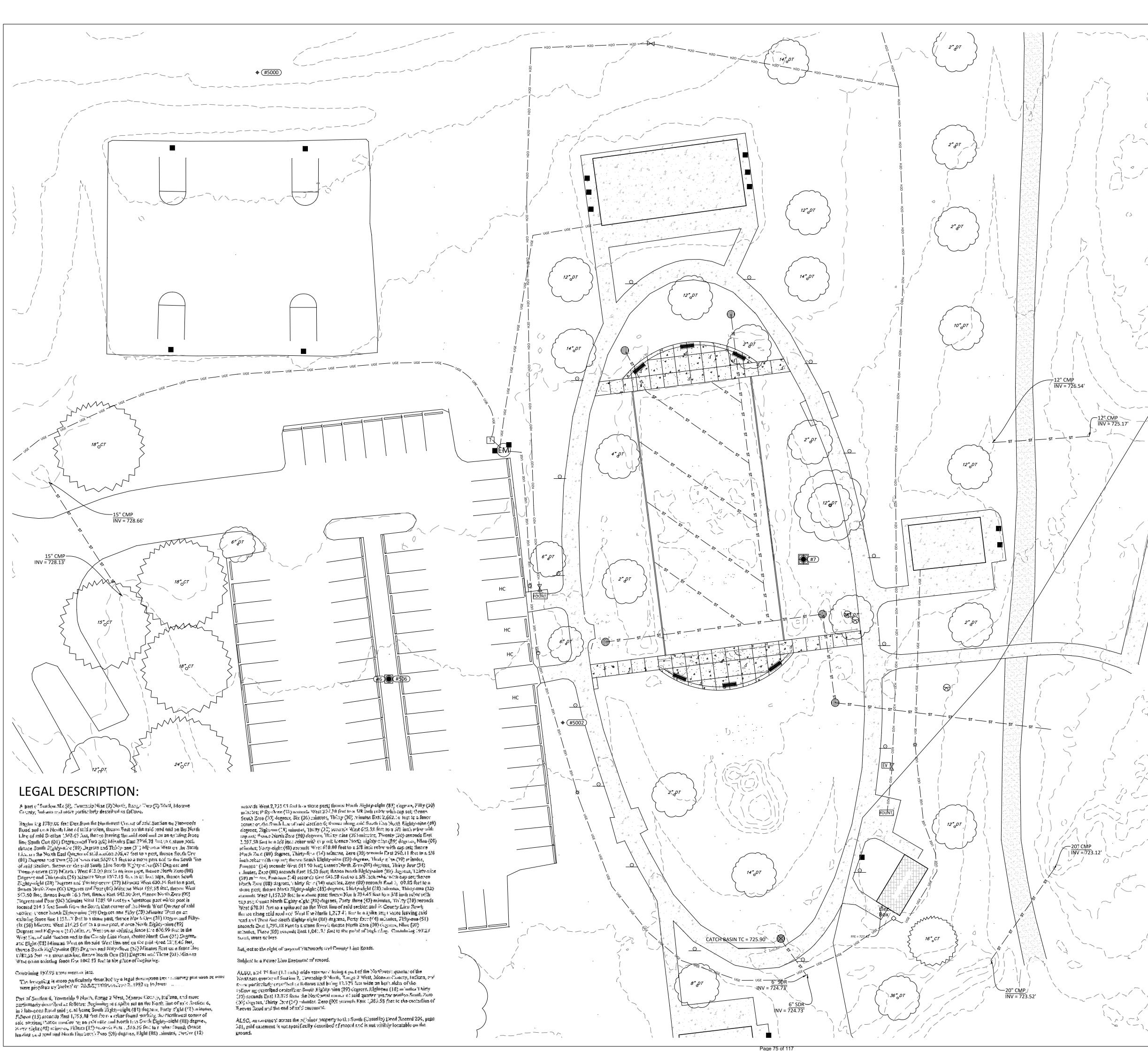
THESE PLANS, PREPARED BY BLEDSOE RIGGERT COOPER JAMES, COMPLY WITH MONROE COUNTY ZONING ORDINANCE CHAPTER 802-4 - PERFORMANCE STANDARDS FOR PERMITTED USES AND CHAPTER 802-5 - PERMITTED LAND USES.

NOTES:

- 1. THE USE OF THIS PROPERTY IS PARK AND RECREATIONAL SERVICES, HIGH INTENSITY, AND IT IS ZONED AG/RR.
- 2. THIS PROJECT IS CONDITIONALLY PERMITTED UNDER THE AG/RR ZONING BASED ON CONDITIONS 14 AND 20, BOTH OF WHICH ARE MET.
- 3. THIS PROJECT INVOLVES THE ADDITION OF A 4-STALL PREFABRICATED RESTROOM UNIT AND ASSOCIATED IMPROVEMENTS SUCH AS SEWAGE HOLDING TANKS, WATER LINES, ELECTRIC LINES, SIDEWALKS, TEMPORARY EROSION CONTROL, AND ALTERNATIVELY, MILLING AND RESURFACING EXISTING PAVEMENT LOCATED ON THE SITE.







1. FIELD WORK PERFORMED JANUARY 26 - FEBRUARY 23, JULY 5, 2022 AND JUNE 14, 2023.

3. UTILITIES SHOWN HEREON ARE PER OBSERVED ABOVE GROUND EVIDENCE AND FROM UTILITY MARKINGS PLACED ON THE GROUND BY UTILITIES DO NOT LOCATE PRIVATE LINES OR FACILITIES. MEMBER UTILITIES DO NOT LOCATE SERVICE LINES NOR ALL UTILITIES WHEN A SURVEY IS THE PURPOSE OF THE TICKET. OVERHEAD UTILITIES ARE IDENTIFIED AS OVERHEAD WITHOUT SPECIAL INVESTIGATION AS TO THE YPE OR NATURE. STORM AND SANITARY INVERT ELEVATIONS, PIPE INFORMATION AVAILABLE FROM THE SURFACE. NO STRUCTURES WERE AND MATERIAL. STRUCTURE GRATES AND COVERS SHOWN SHOULD NOT BE ASSUMED TO BE THE CENTER OF THE BELOW GROUND STRUCTURE. ALL UTILITIES INCLUDING LOCATIONS AND SIZES NEED TO BE VERIFIED PRIOR TO CONSTRUCTION EFFORTS.

PROJECT: 2305164480-00A

SOUTH CENTRAL INDIANA R.E.M.C. ELECTRIC

6. The utilities shown on this survey represent Quality Level B standard

Bledsoe Riggert Cooper James

Phone: 812-336-8277

1351 West Tapp Road Bloomington, Indiana 47403

Monroe County Parks & Recreation

11600092

STATE OF

FLATWOODS PARK

9499 West Flatwoods Road

BRCJ Project No: 11349

CONDITION PLAN

SCALE: 1" = 20'

05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. Description:

Issue Date

Gosport, IN 47433

EXISTING SITE

RESTROOM FACILTIY

important standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE

Quality Level D - Information derived from existing records or oral

above-ground utility features and by using professional judgment in correlating this information to Quality Level D.

Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of

http://www.pubs.asce.org/ or call 1-800-548-2723.

RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S.

		CONTROL POIL	V <i>TS</i>	
POINT #	NORTHING	EASTING	ELE VA TION	DESCRIPTION
1	1458666.58	3067822.86	722.50	MAG SPIKE
6	1457542.06	3068030.35	729.37	MAG NAIL IN STUMP
7	1457595.20	3068214.37	728.61	MAG SPIKE
500	1457748.52	3067826.38	732.79	5/8" REBAR W/ CAP
506	1457542.10	3068030.34	729.40	MAG NAIL (#6)
1749	1458691.89	3067539.67	724.49	MAG SPIKE
1750	1457660.99	3065760.88	722.98	5/8" REBAR W/ CAP
1751	1457660.88	3065785.89	722.74	5/8" REBAR W/ CAP
5000	1457811.25	3067971.98	733.61	4' PANEL
5001	1457912.32	3068272.09	731.45	4' PANEL
5002	1457522.70	3068107.54	728.57	4' PANEL
5003	1457373.41	3067977.20	729.04	4' PANEL
5004	1457381.62	3068423.79	726.95	4' PANEL

☆ LIGHT POLE (SP) SIGNAL POLE — UGE — UNDER ELEC. Ø UTILITY POLE ← GUY WIRE CATCH BASIN E ELECTRIC MH R/W POLE

CURB INLET (MH) MANHOLE (PH) PHONE MH (SA) SANITARY MH (SG) SIGNAL MH (STE) STEAM MH (ST) STORM MH (WM) WATER MH (EM) ELEC. METER (CO) CLEANOUT (GM) GAS METER (GV) GAS VALVE WATER VALVE (FH) FIRE HYDRANT

ട്ട SPRINKLER

ROLLARD BORE HOLE DOWNSPOUT **GATE POST** WOOD POST PARKING SPACES TRANSFORMER ELEC. VAULT PHONE VAULT STEAM VAULT VALVE VAULT AC UNIT PHONE BOOTH BIRD FEEDER MAILBOX PT PROP. TANK PARKING BLOCK

FD HARISON MON. SET HARISON MON SET HUB/TACK FD REBAR SET REBAR FD MAG NAIL SET MAG NAIL FD NAIL SET NAIL FD RR SPIKE SET RR SPIKE FD STONE RECORDED B&D · } DECID. TREE

SURVEY NOTES

2. CONTOURS REPRESENT 1-FOOT INTERVALS.

4. THE FOLLOWING IS THE INDIANA 811 TICKET NUMBER FOR THIS

5. THE FOLLOWING ARE THE MEMBER UTILITIES NOTIFIED BY INDIANA

SMITHVILLE TELEPHONE COMPANY, INC. TELEPHONE

The American Society of Civil Engineers (ASCE) has developed an

This standard guideline describes four quality levels of utility depiction:

Quality Level C - Information obtained by surveying and plotting visible

Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

subsurface utilities, usually at a specific point. To order a copy of ASCE Standard 38-02, please go to the ASCE Bookstore:

7. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A

8. FEMA lines shown approximately based on shape files downloaded from the on-line FEMA Flood Map Service Center.

CONTROL POINTS

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates West Zone, U.S. Survey Feet.

CONTROL POINTS				
POINT #	NORTHING	EASTING	ELE VA TION	DESCRIPTION
1	1458666.58	3067822.86	722.50	MAG SPIKE
6	1457542.06	3068030.35	729.37	MAG NAIL IN STUMP
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5003	1457373.41	3067977.20	729.04	4' PANEL
5004	1457381.62	3068423.79	726.95	4' PANEL

LEGEND

----- GUARDRAIL FD BRASS DISK — OHW— OVERHEAD WIRES FD COT GIN SPDLE FD CHISELED X — GAS LINE SET CHISELED X — SAN — SAN SEWER LINE SET DRILL HOLE — st — Storm sewer line — ut — UNDER TELEPHONE — H20 — EXISTING WATER LINE Ⅲ — CH.WAT. CHILLED WATER LINE R.O.W. MON. MONITORING WELL MTR PARKING METER

(SH) SPR. HOOKUP

(M) MEASURED B&D (C) CALCULATED B&D (PROP) PROPORTIONAL DIST A.G. ABOVE GROUND B.G. BELOW GROUND ·) CONIF. TREE

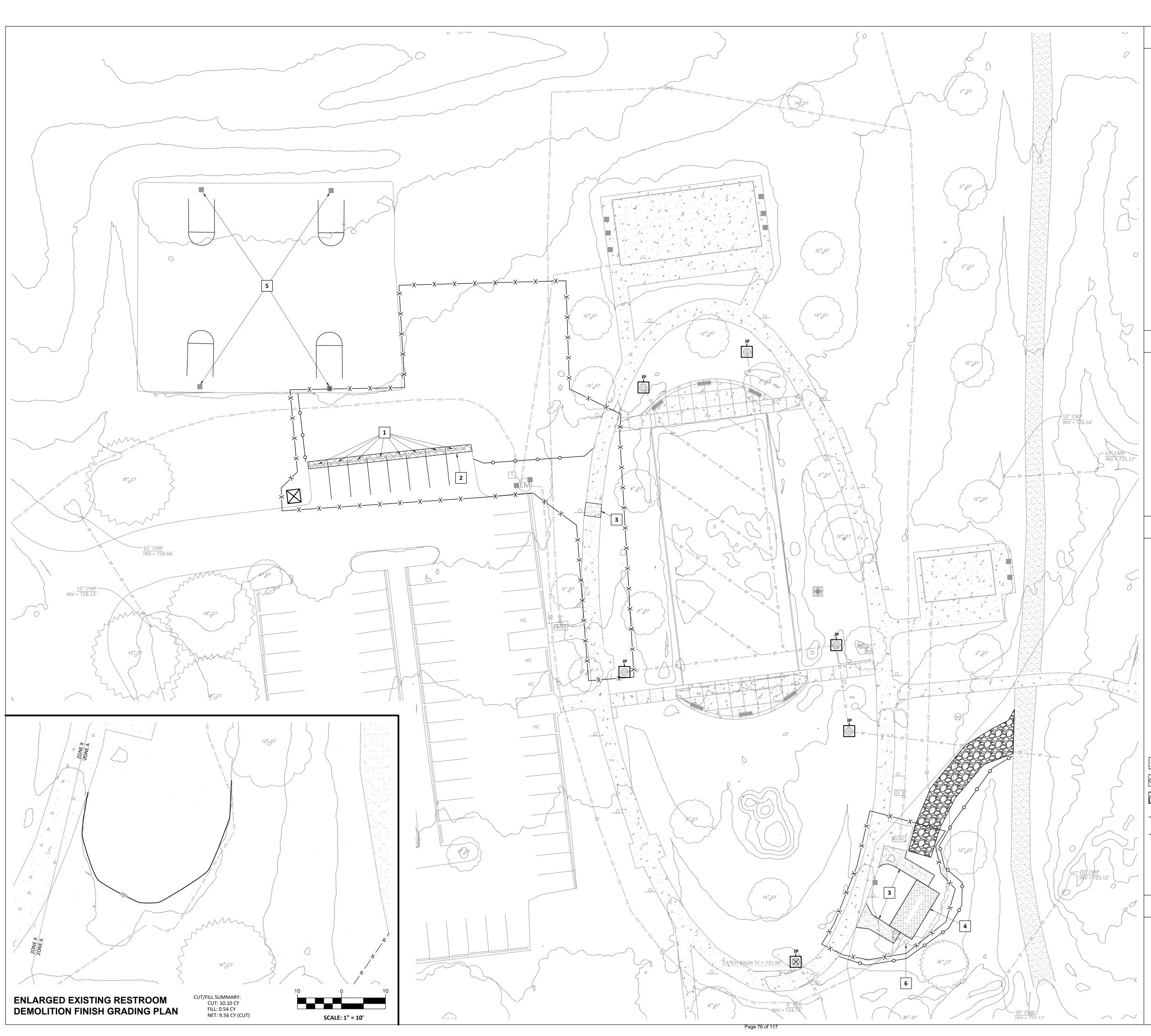
TV RISER-BOX

Box ♦ ELEC. RISER-BOX

Gas ♦ GAS RISER-BOX

SHRUB sr. ♦ PHONE RISER-BOX

Drawn By: KJP Designed By: KJP Checked By: AEK



- A. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF WORK.
- B. THE LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHA COORDINATE EXACT UTILITY LOCATIONS WITH THE LOCAL UTILITY COMPANIE PRIOR TO COMMENCING ANY WORK. CONTACT INDIANA 811 FOR PUBLIC UTILITY LOCATES AND COORDINATE WITH OWNER FOR PRIVATE UTILITY
- CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF STORMWATER POLLUTION PREVENTION MEASURES PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.
- D. THIS PLAN SHOWS THE OVERALL AREAS OF DEMOLITION TO ALLOW CONSTRUCTION OF IMPROVEMENTS. THE EXACT AREAS OF DEMOLITION SHALL BE ESTABLISHED AND RESTORED BY THE CONTRACTOR. CONTRACTOR SHALL REMOVE ALL DEMOLISHED MATERIAL FROM THE SITE UNLESS NOTED OTHERWISE.
- E. REMOVE EXISTING STRUCTURES, ASPHALT, CONCRETE, GRAVEL, SOIL, LANDSCAPING AND OTHER MATERIALS AS REQUIRED TO CONSTRUCT DESIGNED IMPROVEMENTS UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL SAW CUT ALONG PAVEMENTS AND OTHER ADJOINING SURFACES TO REMAIN. SIDEWALKS AND CURBS SHALL BE REMOVED TO THE NEXT CLOSEST JOINT BEYOND.
- G. AREAS DISTURBED DURING DEMOLITION, CONSTRUCTION, AND GRADING ACTIVITIES SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER, UNLESS NOTED OTHERWISE.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION WORK NECESSARY IN ORDER TO COMPLETE THE PROJECT AS DESIGNED.
- CONTRACTOR TO PROTECT ALL EXISTING VEGETATION NOT SCHEDULED FOR REMOVAL.
- ANY REQUIRED DRIVEWAY/ACCESS CLOSURES SHALL BE SCHEDULED WITH THE OWNER A MINIMUM OF 7 DAYS IN ADVANCE.
- K. CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN ROADWAYS. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL

Bledsoe Riggert Cooper James 1351 West Tapp Road Bloomington, Indiana 47403

Phone: 812-336-8277

Monroe County Parks & Recreation

11600092

STATE OF

FLATWOODS PARK

9499 West Flatwoods Road

SITE PREPARATION AND

BRCJ Project No: 11349

DEMOLITION PLAN

SCALE: 1" = 20'

05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. Description:

Gosport, IN 47433

RESTROOM FACILTIY



- 1. REMOVE WHEEL STOPS AND SAVE FOR REINSTALLATION.
- 2. REMOVE EXISTING ASPHALT PAVING. SAW CUT REMAINING PAVEMENT AT EDGE TO CREATE A CLEAN FLUSH EDGE TO INSTALL NEW ASPHALT PAVEMENT
- REMOVE EXISTING SIDEWALKS AND RAMPS.
- 4. REMOVE EXISTING RESTROOM STRUCUTRE. DISCONNECT ALL UTILITIES AND PUMP ALL CONTENTS FROM ALL TANKS. REMOVE ALL CONCRETE SLABS, WALLS, TANKS, AND REBAR TO 18" MINIMUM DEPTH BELOW GRADE. BACKFILL HOLES WITH DEBRIS FREE GRANULAR MATERIAL, CONCRETE, OR COMPACTED SOIL AND ESTABLISH VEGETATIVE COVER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH 410 IAC 6-10.1-98. CONTRACTOR SHALL NOTIFY THE MONROE COUNTY HEALTH DEPARTMENT ONCE ABANDONMENT OF THE EXISTING TANKS IS COMPLETE.
- REMOVE EXISTING BASKETBALL GOALS, INCLUDING THE POST, BACKBOARD, FOOTING, AND ALL ASSOCIATED COMPONENTS.
- REFER TO SHEET E101 FOR ELECTRICAL DEMOLITION PLANS AT THE EXISTING RESTROOM FACILITY.

LEGEND

Д	YARD LIGHT	-xx-	FENCE	③	FD AXEL
*	LIGHT POLE		GUARDRAIL	\Diamond	FD BRASS DISK
_	LIGITI FOLL	онw $$	OVERHEAD WIRES	0	FD COT GIN SPDLE
(SP)	SIGNAL POLE		UNDER ELEC.	X	FD CHISELED X
ø	UTILITY POLE	— GAS —	GAS LINE		SET CHISELED X
,	GUY WIRE		SAN SEWER LINE STORM SEWER LINE	Ø	SET DRILL HOLE FD HARISON MON.
	GUY WIKE	— ST —	UNDER TELEPHONE	₩	SET HARISON MON.
	CATCH BASIN	— H2O —	EXISTING WATER LINE		SET HUB/TACK
	CURB INLET	— CH.WAT.	CHILLED WATER LINE	Ö	FD REBAR
Œ	ELECTRIC MALL	5 4 0	SIGN		SET REBAR
(E)	ELECTRIC MH	R/W Mon.□	R.O.W. MON.		FD MAG NAIL
(MH)	MANHOLE	\otimes	MONITORING WELL		SET MAG NAIL
\sim	DUONE MALL	Bo	BOLLARD	∓	FD NAIL
(PH)	PHONE MH	BH	BORE HOLE	•	SET NAIL
(SA)	SANITARY MH	DS	DOWNSPOUT	Ō	FD PIPE
(SG)	SIGNAL MH	Go	GATE POST	×	FD RR SPIKE
\sim		۲,	POLE		SET RR SPIKE
(STE)	STEAM MH	o РМТR	PARKING METER	Δ	FD STONE
(ST)	STORM MH	S _o	SPIGOT	(R)	RECORDED B&D
\sim		To	T-POST	(M)	MEASURED B&D
(WM)	WATER MH	w _Q	WOOD POST	(C)	CALCULATED B&D
(EM)	ELEC. METER	(4)			PROPORTIONAL DIST
\sim			TRANSFORMER	A.G.	ABOVE GROUND
(CO)	CLEANOUT	EV	ELEC. VAULT	B.G.	BELOW GROUND
(GM)	GAS METER	(PV) (STV)	PHONE VAULT STEAM VAULT	(\cdot)	CONIF. TREE
(GV)	GAS VALVE	W	VALVE VAULT	7.5	DECID. TREE
_	\A/ATED\/AI\/E	AC	AC UNIT	\sim	
\boxtimes	WATER VALVE	PH	PHONE BOOTH	Tel.	SHRUB
(FH)	FIRE HYDRANT	[]BF	BIRD FEEDER	Rsr. TV	PHONE RISER-BOX
(SH)	SPR. HOOKUP	[]MB	MAILBOX	Rsr.	TV RISER-BOX
	CDDINIKLED		PROP. TANK	Elec.* Box	FLEC DICED DOY
ۍ	SPRINKLER		PARKING BLOCK		ELEC. RISER-BOX

Gas ♦ GAS RISER-BOX

CONSTRUCTION ACCESS DRIVE - REFER TO DETAIL 2/C602

LIMITS OF CONCRETE PAVEMENT REMOVAL

LIMITS OF ASPHALT PAVEMENT REMOVAL

X—X—X— TEMPORARY CONSTRUCTION LIMITS FENCING

CONCRETE WASHOUT - REFER TO DETAIL 11/C601

INLET PROTECTION - REFER TO DETAIL 1/C602

UTILITY CONTACTS

O SILT FENCE - REFER TO DETAIL 8/C601

Zach Deckard - (812) 955-9437 CENTERPOINT ENERGY

Timothy Langston - (812) 348-6703 COMCAST Steve McArtor - (812) 366-3090

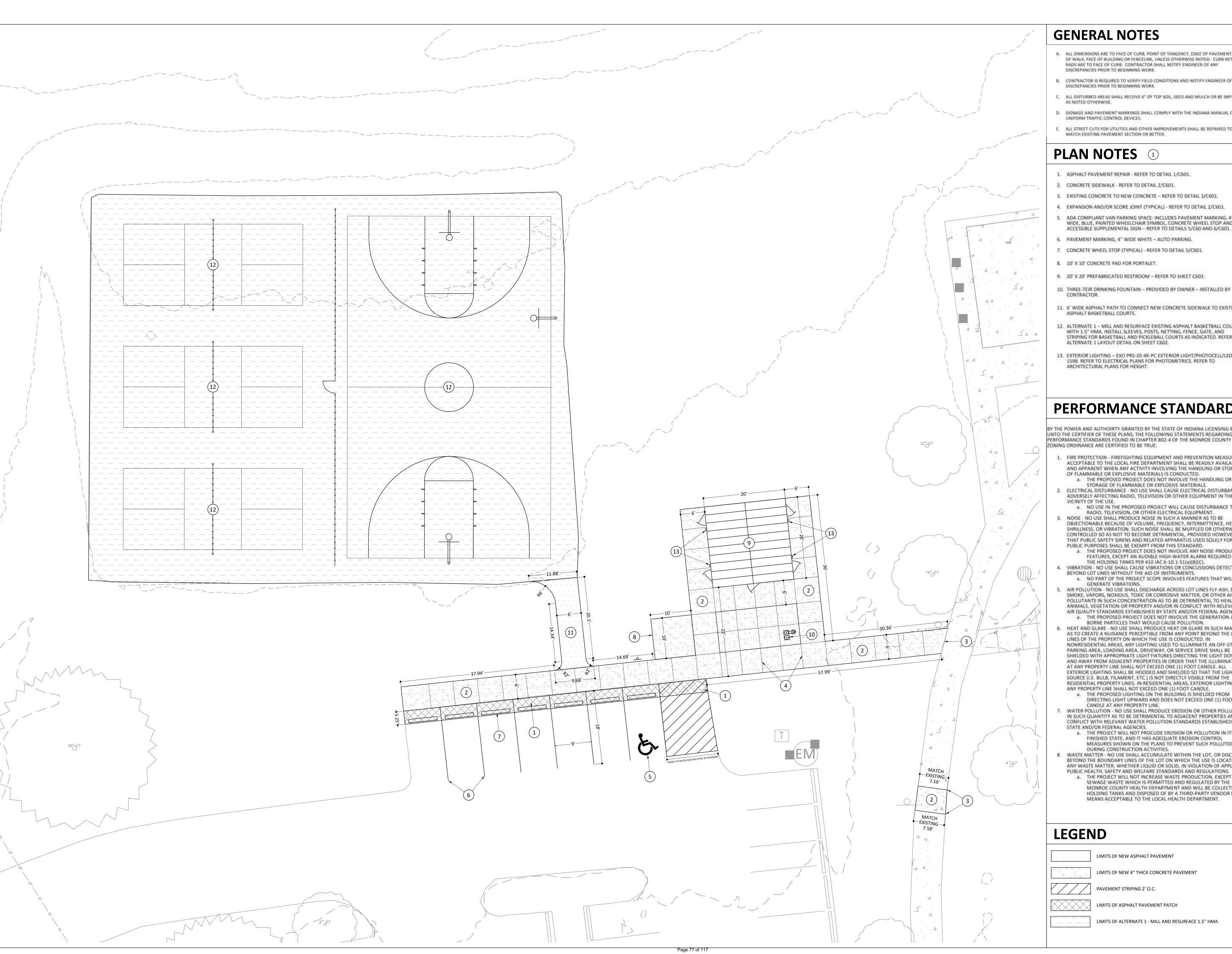
DUKE ENERGY Brandon Wilson - (812) 337-3023 TOWN OF ELLETTSVILLE UTILITIES Mike Farmer - (812) 876-2297



Drawn By: KJP

Rev. #

Designed By: KJP Checked By: AEK



- A. ALL DIMENSIONS ARE TO FACE OF CURB, POINT OF TANGENCY, EDGE OF PAVEMENT, EDGE OF WALK, FACE OF BUILDING OR FENCELINE, UNLESS OTHERWISE NOTED. CURB RETURN RADII ARE TO FACE OF CURB. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- 8. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF AN DISCREPANCIES PRIOR TO BEGINNING WORK.
- ALL DISTURBED AREAS SHALL RECEIVE 6" OF TOP SOIL, SEED AND MULCH OR BE IMPROVED AS NOTED OTHERWISE.
- D. SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL STREET CUTS FOR UTILITIES AND OTHER IMPROVEMENTS SHALL BE REPAIRED TO MATCH EXISTING PAVEMENT SECTION OR BETTER.

PLAN NOTES ①

- ASPHALT PAVEMENT REPAIR REFER TO DETAIL 1/C601.
- 2. CONCRETE SIDEWALK REFER TO DETAIL 2/C601.
- 3. EXISTING CONCRETE TO NEW CONCRETE REFER TO DETAIL 3/C601.
- ADA COMPLIANT VAN PARKING SPACE: INCLUDES PAVEMENT MARKING, 4" WIDE, BLUE, PAINTED WHEELCHAIR SYMBOL, CONCRETE WHEEL STOP AND VAN
- PAVEMENT MARKING, 4" WIDE WHITE AUTO PARKING.
- 7. CONCRETE WHEEL STOP (TYPICAL) REFER TO DETAIL 5/C601.
- 9. 20' X 20' PREFABRICATED RESTROOM REFER TO SHEET C603.
- 10. THREE-TEIR DRINKING FOUNTAIN PROVIDED BY OWNER INSTALLED BY
- 11. 6' WIDE ASPHALT PATH TO CONNECT NEW CONCRETE SIDEWALK TO EXISTING ASPHALT BASKETBALL COURTS.
- 12. ALTERNATE 1 MILL AND RESURFACE EXISTING ASPHALT BASKETBALL COURTS WITH 1.5" HMA. INSTALL SLEEVES, POSTS, NETTING, FENCE, GATE, AND STRIPING FOR BASKETBALL AND PICKLEBALL COURTS AS INDICATED. REFER TO ALTERNATE 1 LAYOUT DETAIL ON SHEET C602.
- 13. EXTERIOR LIGHTING EXO PRS-20-4K-PC EXTERIOR LIGHT/PHOTOCELL/LED UL 1598. REFER TO ELECTRICAL PLANS FOR PHOTOMETRICS. REFER TO ARCHITECTURAL PLANS FOR HEIGHT.

PERFORMANCE STANDARDS

BY THE POWER AND AUTHOIRTY GRANTED BY THE STATE OF INDIANA LICENSING BOARD UNTO THE CERTIFIER OF THESE PLANS, THE FOLLOWING STATEMENTS REGARDING THE PERFORMANCE STANDARDS FOUND IN CHAPTER 802-4 OF THE MONROE COUNTY

- ACCEPTABLE TO THE LOCAL FIRE DEPARTMENT SHALL BE READILY AVAILABLE.
- a. THE PROPOSED PROJECT DOES NOT INVOLVE THE HANDLING OR STORAGE OF FLAMMABLE OR EXPLOSIVE MATERIALS. ELECTRICAL DISTURBANCE - NO USE SHALL CAUSE ELECTRICAL DISTURBANCE
- ADVERSELY AFFECTING RADIO, TELEVISION OR OTHER EQUIPMENT IN THE
- NO USE IN THE PROPOSED PROJECT WILL CAUSE DISTURBANCE TO RADIO, TELEVISION, OR OTHER ELECTRICAL EQUIPMENT. NOISE - NO USE SHALL PRODUCE NOISE IN SUCH A MANNER AS TO BE OBJECTIONABLE BECAUSE OF VOLUME, FREQUENCY, INTERMITTENCE, HEAT, SHRILLNESS, OR VIBRATION. SUCH NOISE SHALL BE MUFFLED OR OTHERWISE CONTROLLED SO AS NOT TO BECOME DETRIMENTAL, PROVIDED HOWEVER, THAT PUBLIC SAFETY SIRENS AND RELATED APPARATUS USED SOLELY FOR
- a. THE PROPOSED PROJECT DOES NOT INVOLVE ANY NOISE-PRODUCING FEATURES, EXCEPT AN AUDIBLE HIGH-WATER ALARM REQUIRED FOR
- THE HOLDING TANKS PER 410 IAC 6-10.1-51(a)(8)(C). VIBRATION - NO USE SHALL CAUSE VIBRATIONS OR CONCUSSIONS DETECTABLE BEYOND LOT LINES WITHOUT THE AID OF INSTRUMENTS.
- a. NO PART OF THE PROJECT SCOPE INVOLVES FEATURES THAT WILL GENERATE VIBRATIONS.
- AIR POLLUTION NO USE SHALL DISCHARGE ACROSS LOT LINES FLY-ASH, DUST, SMOKE, VAPORS, NOXIOUS, TOXIC OR CORROSIVE MATTER, OR OTHER AIR POLLUTANTS IN SUCH CONCENTRATION AS TO BE DETRIMENTAL TO HEALTH, ANIMALS, VEGETATION OR PROPERTY AND/OR IN CONFLICT WITH RELEVANT AIR QUALITY STANDARDS ESTABLISHED BY STATE AND/OR FEDERAL AGENCIES.
- a. THE PROPOSED PROJECT DOES NOT INVOLVE THE GENERATION AIR-BORNE PARTICLES THAT WOULD CAUSE POLLUTION. HEAT AND GLARE - NO USE SHALL PRODUCE HEAT OR GLARE IN SUCH MANNER AS TO CREATE A NUISANCE PERCEPTIBLE FROM ANY POINT BEYOND THE LOT
- LINES OF THE PROPERTY ON WHICH THE USE IS CONDUCTED. IN NONRESIDENTIAL AREAS, ANY LIGHTING USED TO ILLUMINATE AN OFF-STREET PARKING AREA, LOADING AREA, DRIVEWAY, OR SERVICE DRIVE SHALL BE SHIELDED WITH APPROPRIATE LIGHT FIXTURES DIRECTING THE LIGHT DOWN AND AWAY FROM ADJACENT PROPERTIES IN ORDER THAT THE ILLUMINATION AT ANY PROPERTY LINE SHALL NOT EXCEED ONE (1) FOOT CANDLE. ALL EXTERIOR LIGHTING SHALL BE HOODED AND SHIELDED SO THAT THE LIGHT SOURCE (I.E. BULB, FILAMENT, ETC.) IS NOT DIRECTLY VISIBLE FROM THE RESIDENTIAL PROPERTY LINES. IN RESIDENTIAL AREAS, EXTERIOR LIGHTING AT
- ANY PROPERTY LINE SHALL NOT EXCEED ONE (1) FOOT CANDLE. THE PROPOSED LIGHTING ON THE BUILDING IS SHIELDED FROM DIRECTING LIGHT UPWARD AND DOES NOT EXCEED ONE (1) FOOT CANDLE AT ANY PROPERTY LINE.
- WATER POLLUTION NO USE SHALL PRODUCE EROSION OR OTHER POLLUTANTS IN SUCH QUANTITY AS TO BE DETRIMENTAL TO ADJACENT PROPERTIES AND CONFLICT WITH RELEVANT WATER POLLUTION STANDARDS ESTABLISHED BY STATE AND/OR FEDERAL AGENCIES.
 - a. THE PROJECT WILL NOT PROCUDE EROSION OR POLLUTION IN ITS FINISHED STATE, AND IT HAS ADEQUATE EROSION CONTROL MEASURES SHOWN ON THE PLANS TO PREVENT SUCH POLLUTION
- DURING CONSTRUCTION ACTIVITIES. WASTE MATTER - NO USE SHALL ACCUMULATE WITHIN THE LOT, OR DISCHARGE BEYOND THE BOUNDARY LINES OF THE LOT ON WHICH THE USE IS LOCATED, ANY WASTE MATTER, WHETHER LIQUID OR SOLID, IN VIOLATION OF APPLICABLE
- PUBLIC HEALTH, SAFETY AND WELFARE STANDARDS AND REGULATIONS. a. THE PROJECT WILL NOT INCREASE WASTE PRODUCTION, EXCEPT THE SEWAGE WASTE WHICH IS PERMITTED AND REGULATED BY THE MONROE COUNTY HEALTH DEPARTMENT AND WILL BE COLLECTED IN HOLDING TANKS AND DISPOSED OF BY A THIRD-PARTY VENDOR BY MEANS ACCEPTABLE TO THE LOCAL HEALTH DEPARTMENT.

LEGEND

LIMITS OF NEW ASPHALT PAVEMENT

LIMITS OF NEW 4" THICK CONCRETE PAVEMENT

PAVEMENT STRIPING 2' O.C.

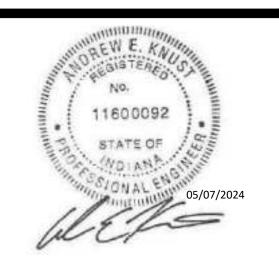
LIMITS OF ASPHALT PAVEMENT PATCH

LIMITS OF ALTERNATE 1 - MILL AND RESURFACE 1.5" HMA



Phone: 812-336-8277



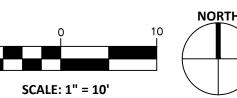


FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433

BRCJ Project No: 11349

SITE IMPROVEMENT PLAN



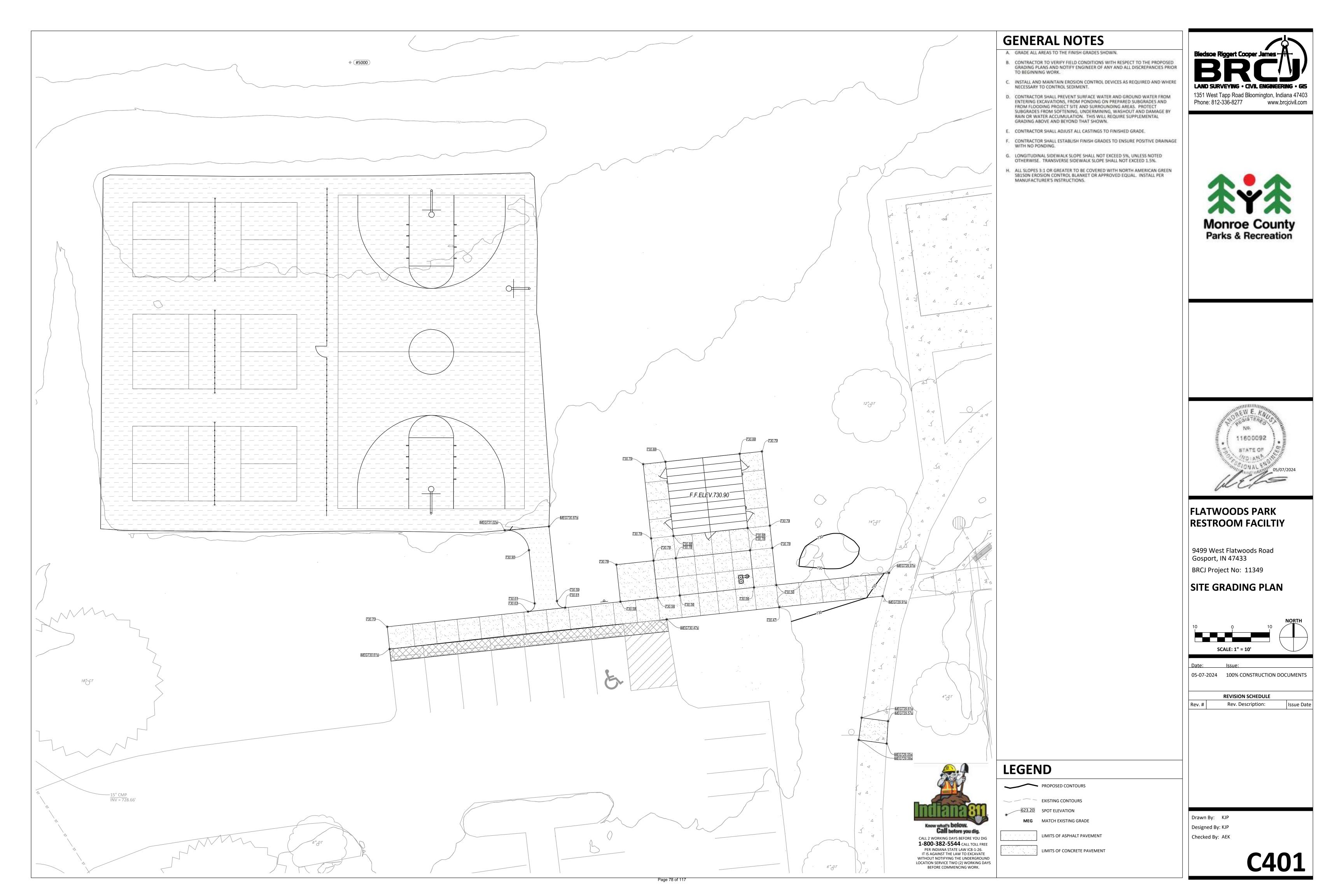
Issue Date

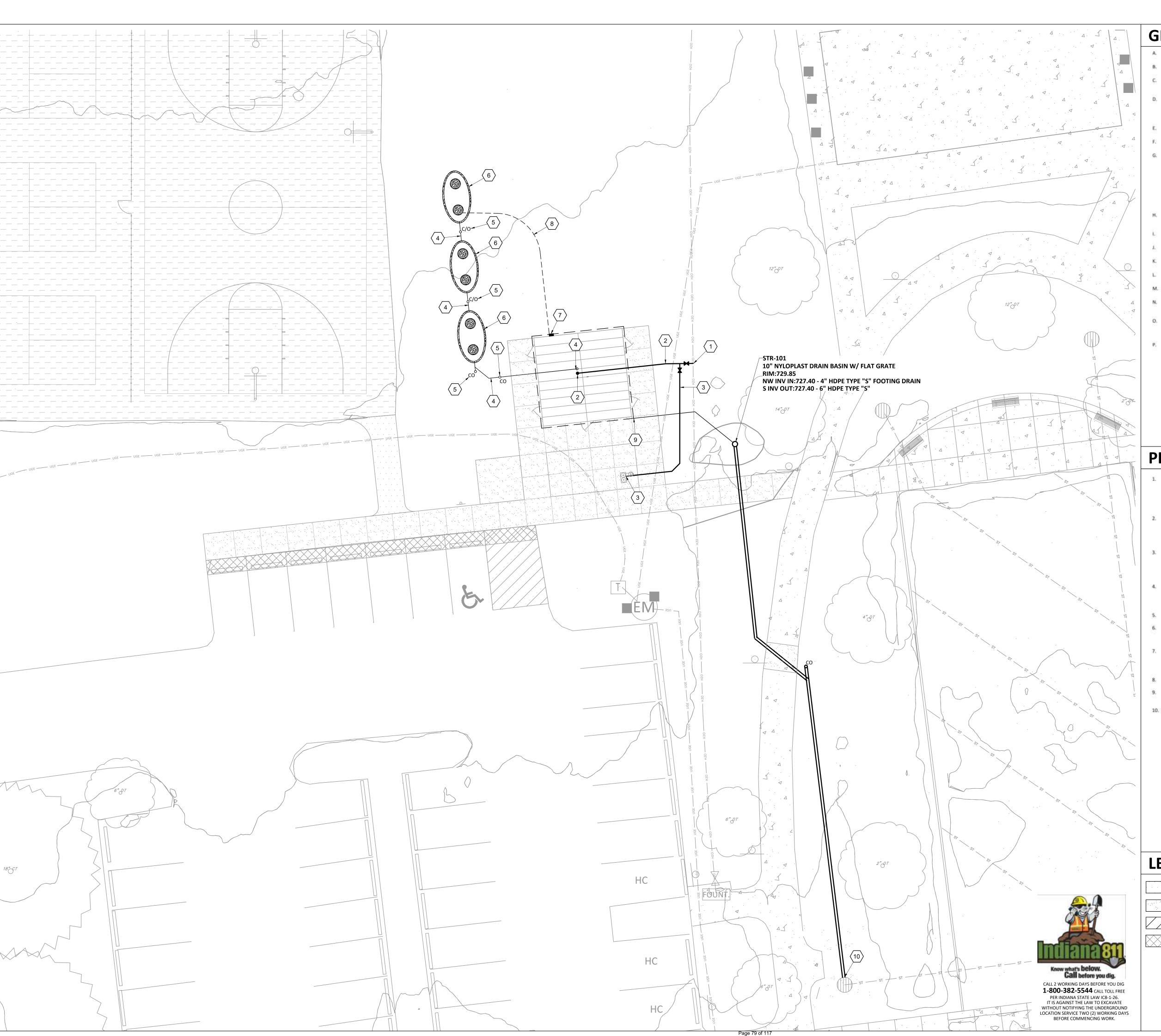
05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE Rev. Description:

Drawn By: KJP Designed By: KJP

Checked By: AEK





- REFER TO DEMOLITION PLANS FOR SEQUENCE OF UTILITY REPLACEMENT TO ENSURE CONTINUOUS SERVICE OF ALL UTILITIES UNLESS NOTED OTHEWISE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING AS REQUIRED TO COMPLETELY INSTALL THE WORK INDICATED.
- CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE OWNER AND LOCA UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK, CONTACT INDIANA 811 AND OTHER UTILITIES PRIOR TO ANY EXCAVATION ON THE SITE.
- ALL WORK ASSOCIATED WITH WATER AND SEWER SYSTEMS SHALL COMPLY WITH THE STANDARDS & REQUIREMENTS OF THE INDIANA DEPT. OF ENVIRONMENTAL MANAGEMEN (IDEM), THE INDIANA DEPARTMENT OF HEALTH (IDOH), THE AMERICAN WATER WORKS ASSOCIATION (AWWA), THE GREAT LAKES-UPPER MISSISSIPPI BOARD OF STATE PUBLIC HEALTH AND ENVIRONMENTAL MANAGERS (GLUMRB), AND THE INDIANA PLUMBING CODE
- CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL SET ALL EXISTING AND PROPOSED CASTINGS AND CLEANOUT COVERS TO FINAL FINISHED GRADE.
- A MINIMUM OF 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER. SEWERS CROSSING WATER MAINS SHALL BE LAID TO MAINTAIN A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND OUTSIDE OF THE SEWER MAIN. THIS SHALL BE THE CASE WHETHER THE WATER MAIN IS ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE JOINTS IN THE SEWER MAIN WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE JOINTS IN THE WATER MAIN. THE CROSSING MUST BE AT A MINIMUM ANGLE OF 45" MEASURED FROM THE CENTERLINE OF THE SEWER AND WATER MAINS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE.
- A MINIMUM OF 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER.
- ALL SANITARY STRUCTURES SHALL HAVE A MINIMUM SEPARATION OF 8' FROM WATER
- J. ALL SANITARY LATERALS SHALL HAVE A MINIMUM COVER OF 30"- UNLESS NOTED
- K. ALL SANITARY LATERALS SHALL HAVE A MINIMUM SLOPE OF 1/8" PER FOOT UNLESS NOTED ALL WATER LINES SHALL HAVE A MINIMUM COVER OF 48°. INSTALL LINES WITH NO
- ISOLATED HIGH POINTS. WHERE DISSIMILAR PIPING MATERIALS ARE JOINED TOGETHER ALONG GRAVITY SANITARY LATERALS, THE CONTRACTOR SHALL USE A NON-SHEAR COUPLING EQUAL TO FERNCO.
- N. CONTRACTOR SHALL REFER TO PREFABRICATED RESTROOM BUILDING PLANS FOR ADDITIONAL UTILITY MODIFICATIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF CONSTRUCTION.
- ALL COMMERCIAL SANITARY SEWER WORK MUST BE PERFORMED IN ACCORDANCE WITH RULE 410 IAC 6-10.1 COMMERCIAL ON-SITE SEWAGE SYSTEMS, THE INDIANA DEPERTMENT OF HEALTH HOLDING TANK REQUIREMENTS, AND ALL STATE AND LOCAL RULES AND REGULATIONS APPLICABLE TO THE PROJECT.
- CONTRACTOR SHALL PROVIDE AND INSTALL A 12 AWG HIGH STRENGTH COPPER CLAD STEEL HS-CCS) LOCATE WIRE ON ALL WATER LINES AND SANITARY SEWER LATERALS.

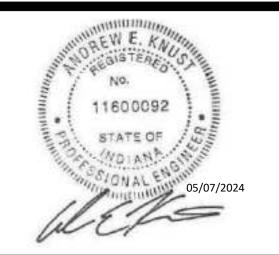


Phone: 812-336-8277



PLAN NOTES ①

- WATER SERVICE CONNECTION. CONTRACTOR TO COORDINATE WITH OWNER TO ENSURE WATER SERVICE IS DISCONNECTED BEFORE COMMENCING CONSTRUCTION OF NEW WATER LINE. CONTRACTOR TO EXPOSE WATER LINE, CONFRIM EXISTING PIPE SIZE, MATERIAL, AND CONDITION, CUT EXISTING SERVICE, INSTALL TEE, AND RECONNECT EXISTING SERVICE LINE. CONTRACTOR TO PLACE VALVE BOX, BACKFILL, AND REPAIR EXISTING CONDITIONS.
- 1" WATER SERVICE CONNECTION TO PREFABRICATED RESTROOM BUILDING. STUB PIPE UP AT LOCATION INDICATED AND CAP TO ENSURE PIPE REMAINS FREE OF DEBRIS DURING THE INSTALLATION OF THE BUILDING. PIPING SHALL BE AWWA C904 CROSSLINKED POLYETHYLENE (PEX) PRESSURE TUBING INSTALLED AT A MINIMUM DEPTH OF 48" WITH NO ISOLATED HIGH POINTS.
- 3. 1" WATER SERVICE CONNECTION TO NEW DRINKING FOUNTAIN. TEE OFF OF NEW SERVICE LINE TO BUILDING AND INSTALL VALVE AND VALVE BOX. PIPE SHALL BE AWWA C904 CROSSLINKED POLYETHYLENE (PEX) PRESSURE TUBING, STUB UP IN CONCRETE FOR CONNECTION TO DRINKING FOUNTAIN, DRINKING FOUNTAIN PROVIDED BY OWNER, INSTALLED BY CONTRACTOR.
- 4" SANITARY SEWER LATERAL ASTM D 3034 SDR 35 PVC PIPE AND FITTINGS. MAINTAIN A MINIMUM SLOPE OF 1/8" PER FOOT AND MINIMUM 30" COVER. STUB PIPE UP AT LOCATION SHOWN AND CAP TO ENSURE THE PIPE REMAINS FREE OF DEBRIS DURING INSTALLATION OF THE RESTROOM BUILDING.
- YARD CLEANOUT REFER TO DETAIL 9/C601.
- 1,500 GALLON HOLDING TANK SEXTON-WILBERT CORPORATION OR APPROVED EQUAL FROM THE INDIANA LIST OF PRE-APPROVED MANUFACTURED SEPTIC TANKS.REFER TO SANITARY PROFILE SAN-01 ON SHEET C502 FOR TANK ELEVATIONS.
- AUDIO-VISUAL ALARM SIE RHOMBUS TANK ALERT 4X ALARM PANEL WITH 75' PRIMEX MUNI-FLOAT SENSOR CORD OR APPROVED EQUAL. MOUNT ON NORTH SIDE OF PREFABRICATED RESTROOM BUILDING. COORDINATE WITH ELECTRICAL FOR POWER SUPPLY AND CONDUIT TO HOLDING TANK.
- 75' PRIMEX MUNI-FLOAT SENSOR CORD OR APPROVED EQUAL.
- 4" PERFORATED HDPE TYPE "S" FOOTING DRAIN INV = 727.40, TRANSITION TO NON-PERFORATED PIPE AND CONNECT TO STR-101.
- 10. CONNECT 6" HDPE TYPE "S" PIPE TO EXISTING STRUCTURE INV = 727.00. SEAL ANNULAR SPACE WATER-TIGHT WITH WATER-PROOF SEALANT.

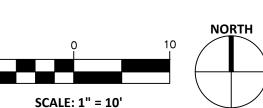


FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433

BRCJ Project No: 11349

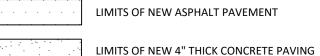
SITE UTILITIES PLAN



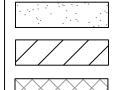
05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE Rev. Description: Issue Date

LEGEND



LIMITS OF NEW ASPHALT PAVEMENT



PAVEMENT STRIPING 2' O.C.

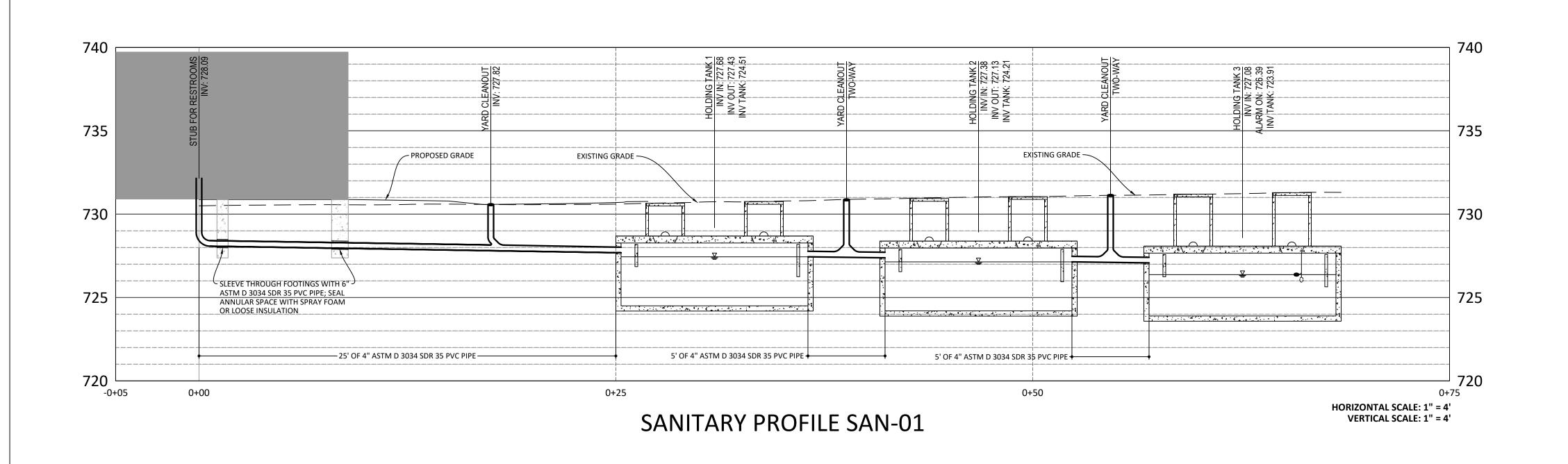
LIMITS OF ASPHALT PAVEMENT PATCH

PROPOSED GATE VALVE - REFER TO DETAIL 7/C601 ONE-WAY YARD CLEANOUT

TWO-WAY YARD CLEANOUT

Drawn By: KJP Designed By: KJP

Checked By: AEK



HOLDING TANK CALCULATIONS:

ACTIVITY TYPE: PICNIC AREA (5 GPD/VISITOR)

OCCUPANTS: 250 VISITORS/DAY

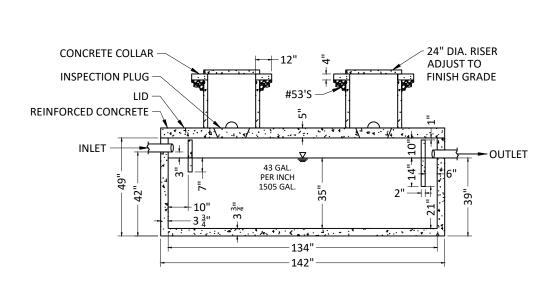
DESIGN DAILY FLOW: 1,250 GPD X 3 DAYS = 3,750 GAL

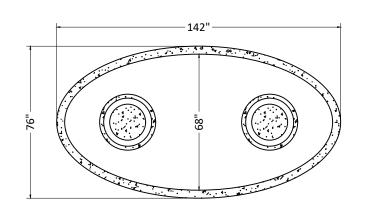
TANK SIZE: 1500-GAL (43 GAL/IN, 1505 GAL ACTUAL) NUMBER OF TANKS: 3

STORAGE @ 95%: 4,515 X 0.95 = 4,289.25 GAL TANK 3 VOLUME: 4,289.25 - 1505 - 1505 = 1,279.25 GAL DEPTH TANK 3: 1,279.25 GAL / 43 GAL/IN = 29.75 INCHES

4,289.25 GAL > 3,750 GAL ≡ SUFFICIENT STORAGE

TOTAL STORAGE: 1505 GAL X 3 = 4,515 GAL

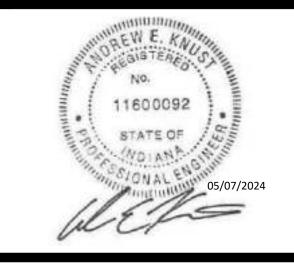












FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433 BRCJ Project No: 11349

SITE UTILITIES PROFILES

Date: Issue:
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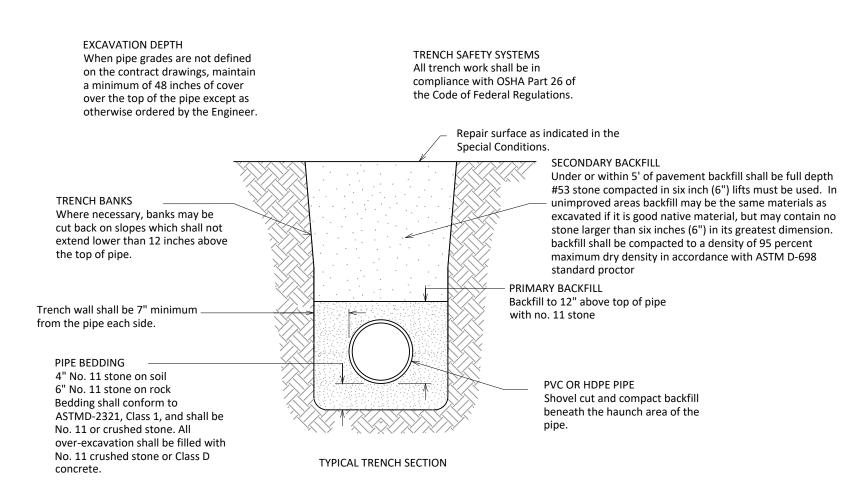
REVISION SCHEDULE
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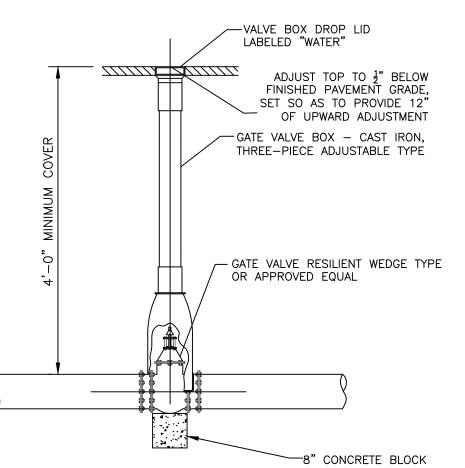
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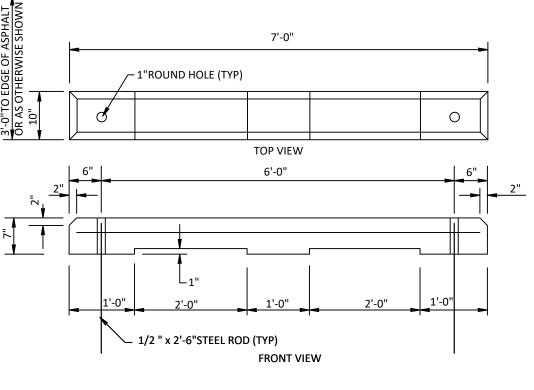
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Checked By: AEK

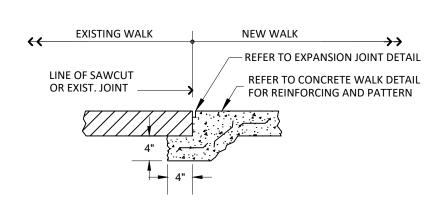
C502



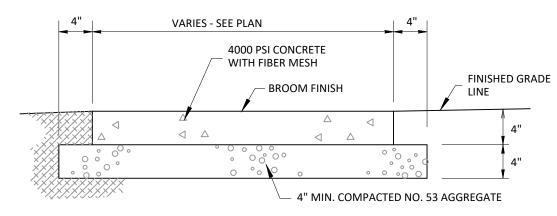




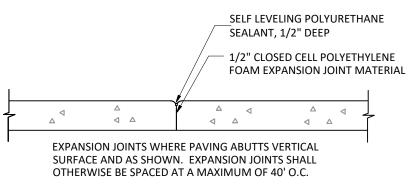




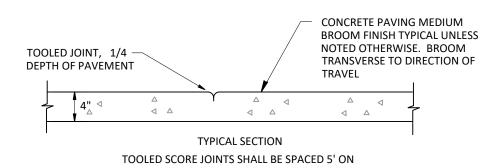
EXISTING TO NEW CONCRETE



CONCRETE PAVEMENT N.T.S.

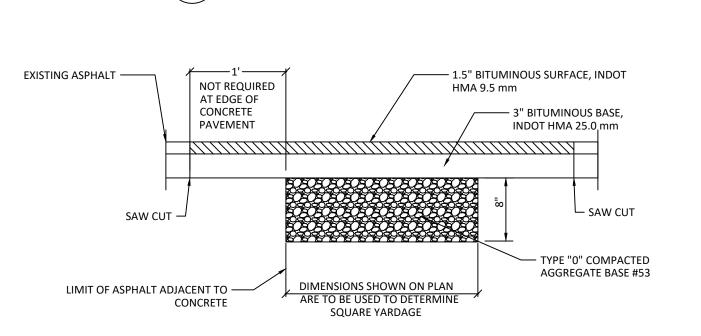


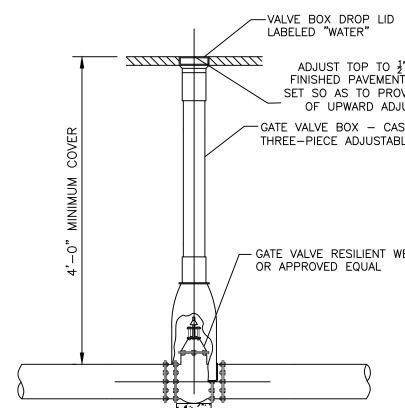
TYPICAL EXPANSION JOINT



CENTER UNLESS OTHERWISE NOTED OR SHOWN. SIDEWALK LONGITUDINAL **SECTION AND JOINT DETAIL**

CONCRETE PAVEMENT: STANDARD DUTY





GATE VALVE AND BOX DETAIL

36"x 36"

— ALUMINUM SINGLE PANEL SIGN WITH FRAME.

LETTERING AND GRAPHICS

GALVANIZED 'U' CHANNEL POST CHANNEL POST PRIMED AND PAINTED BLACK

ONE SIDE ONLY (UNLESS

OTHERWISE NOTED).

FINISHED GRADE

– GALV. STEEL FINIAL W/

PARKING

ONLY

NO

PARKING

CCESSIBL

AISLE ANY

POWDERCOAT FINISH (COLOR:

IU SIGNAGE - EXISTING TO BE

REUSED AND NEW TO MATCH

2" Ø GALV. STEEL POST

(COLOR: BLACK)

- FINISH GRADE

NOTE: ALL SIGNAGE SHALL MEET THE REQUIREMENTS

OF THE INDIANA MANUAL ON TRAFFIC CONTROL

DEVICES. SUBMIT SHOP DRAWING FOR SIGN

INCLUDING PRODUCT DATA FOR SIGN PANELS

INCLUDING COLORS FOR REVIEW BY ENGINEER.

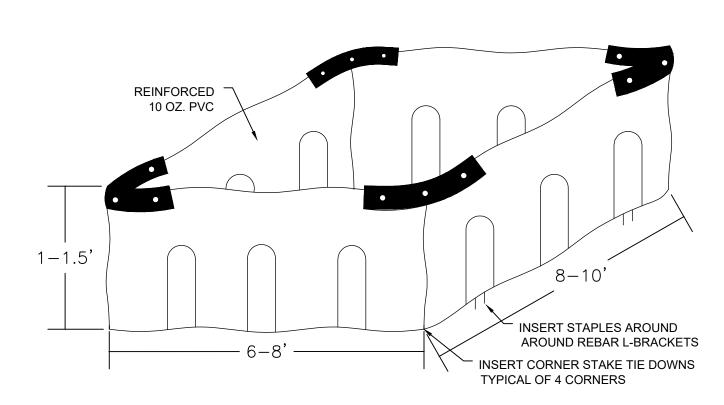
W/ POWDERCOAT FINISH

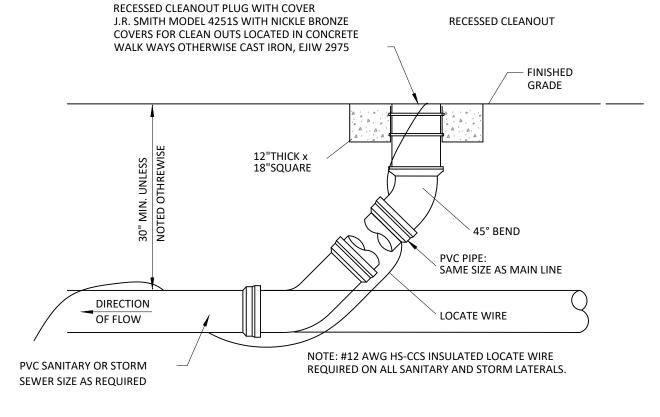
8" Ø SONOTUBE CONCRETE

EXISTING AS INDICATED



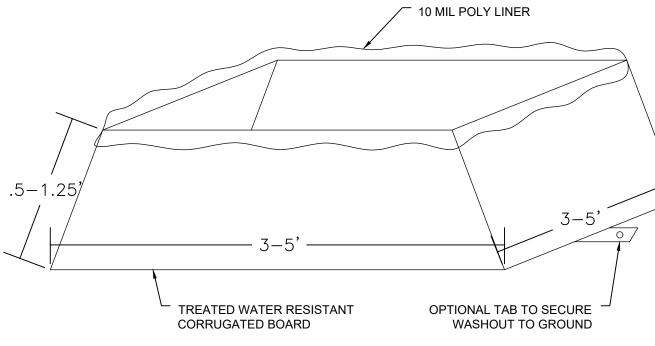
EXAMPLE 1

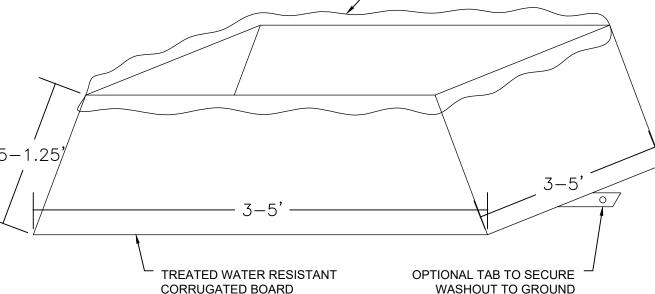






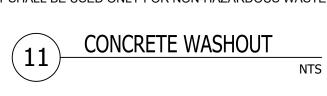
EXAMPLE 2

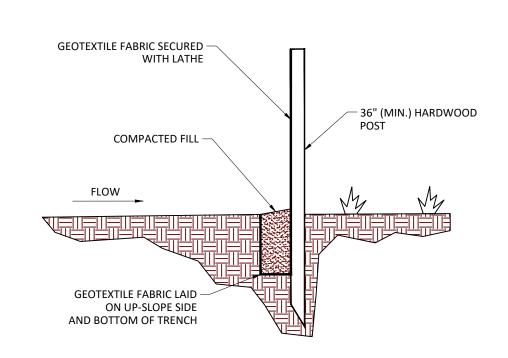


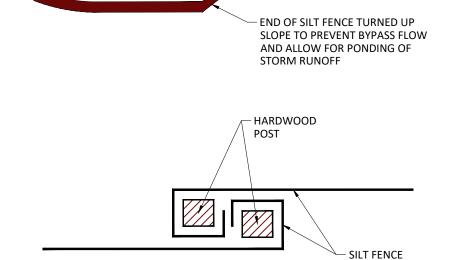


NOTES:

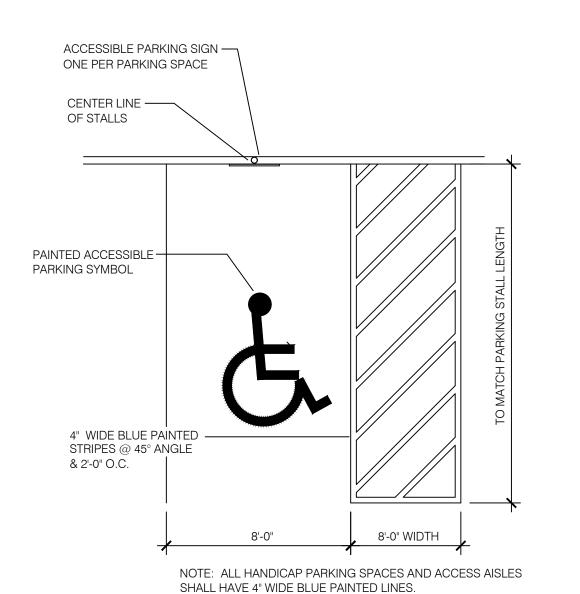
- 1. THE WASHOUT SHALL BE INSTALLED PRIOR TO USING MATERIALS THAT REQUIRE WASHOUT ON THIS PROJECT.
- 2. AS NECESSARY, SIGNS SHALL BE PLACED THROUGHOUT THE SITE TO INDICATE THE LOCATION OF THE WASHOUT.
- 3. THE WASHOUT AREA WILL BE REPLACED AS NECESSARY TO MAINTAIN CAPACITY FOR
- 4. WASHOUT RESIDUE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE FACILITY.
- 5. DO NOT WASHOUT INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS.
- 6. AVOID DUMPING EXCESS CONCRETE IN NON-DESIGNATED DUMPING AREAS.
- 7. LOCATE WASHOUT AT LEAST 50' (15 METERS) FROM STORM DRAIN, OPEN DITCHES, OR WATER BODIES.
- 8. THE WASHOUT SHALL BE USED ONLY FOR NON-HAZARDOUS WASTES.







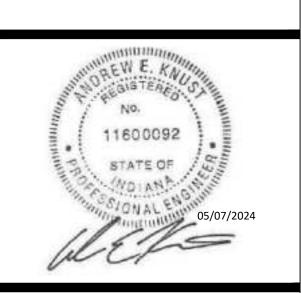




VAN ACCESSIBLE ADA PARKING SPACE







FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433

BRCJ Project No: 11349

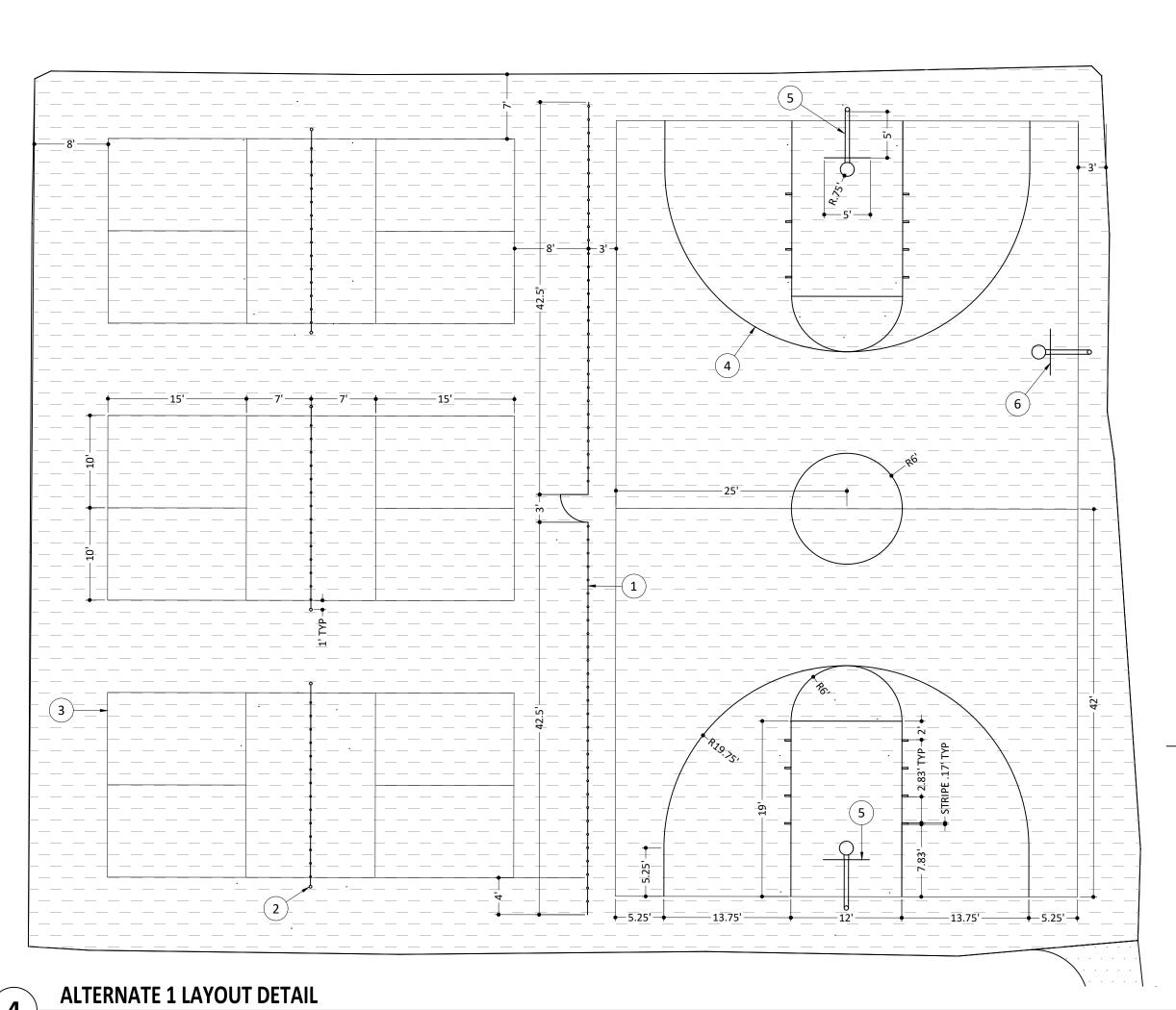
SITE DETAILS

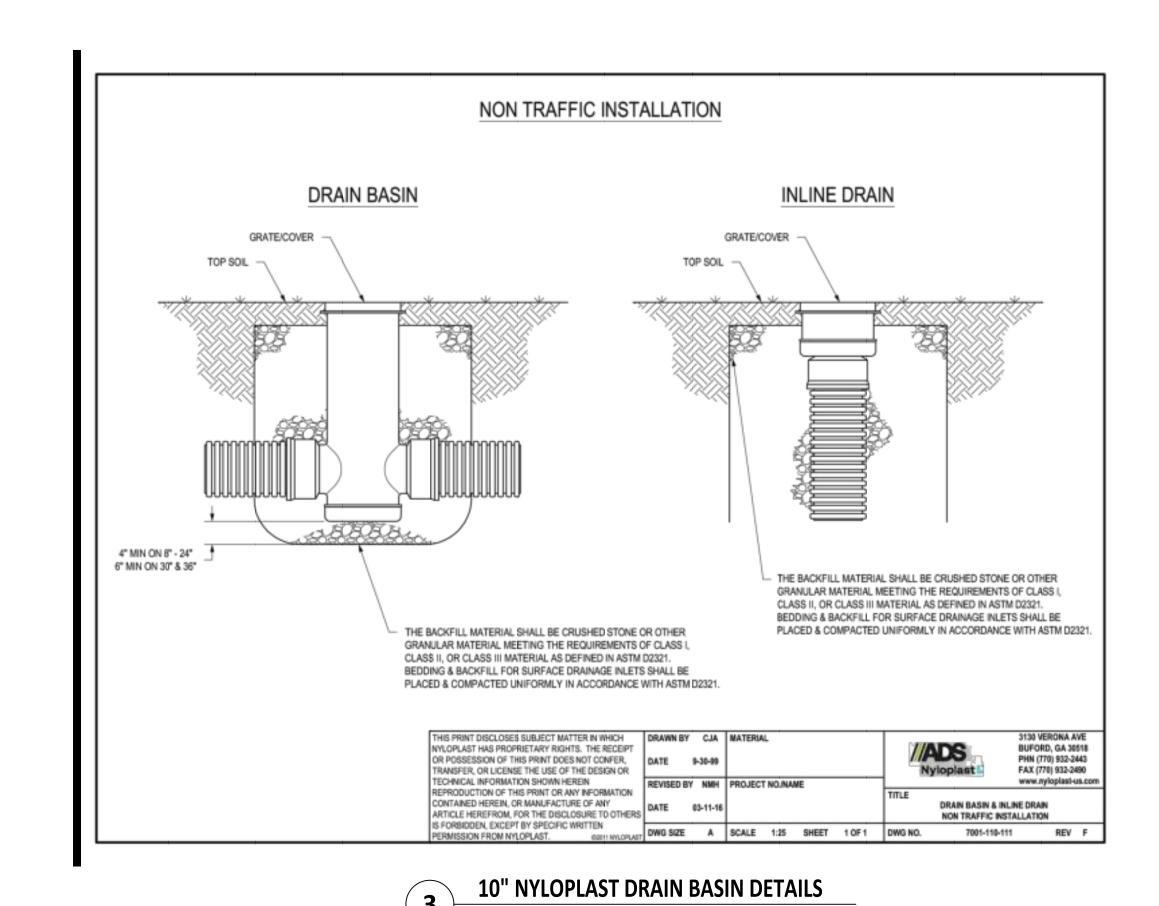
SCALE: NOT TO SCALE

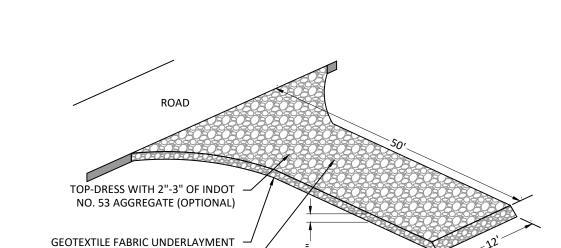
05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE Rev. Description: Issue Date

Drawn By: KJP Designed By: KJP Checked By: AEK

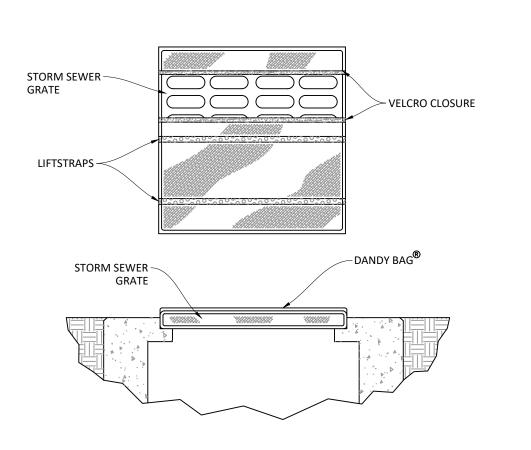






INDOT NO. 2 AGGREGATE

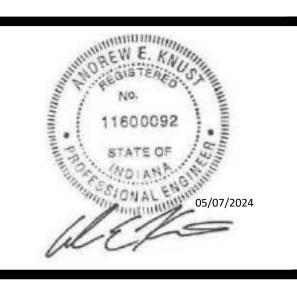












FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433 BRCJ Project No: 11349

SITE DETAILS

SCALE: NOT TO SCALE

Date: Issue:
05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. # Rev. Description: Issue Date

Drawn By: KJP

Designed By: KJP

Checked By: AEK

C602

PLAN NOTES 1

- 1. 4' TALL, BLACK, VINYL COATED CHAIN LINK FENCE WITH 3' WIDE GATE,
- PICKLEBALL POSTS, POST SLEEVES, NETTING, AND OTHER ASSOCIATED COMPONESNTS PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
- COMPONESN'S PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
- 4. BASKETBALL COURT STRIPING 2" WIDE, WHITE PAVEMENT MARKING PAINT,

3. PICKLEBALL COURT STRIPING - 2" WIDE, WHITE PAVEMENT MARKING PAINT

- DIMENSIONS TO COMPLY WITH IHSAA GUIDELINES
- BASKETBALL GOAL POST WITH 5' OVERHANG, BACKBOARD, RIM, NET, AND ASSOCIATED COMPONENTS PROVIDED BY OWNER, INSTALLED BY CONTRACTOR
- BASKETBALL GOAL POST WITH 4' OVERHANG, BACKBOARD, RIM, NET, AND ASSOCIATED COMPONENTS PROVIDED BY OWNER, INSTALLED BY CONTRACTOR







FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433

BRCJ Project No: 11349

SITE DETAILS

SCALE: NOT TO SCALE

Date: Issue:
05-07-2024 100% CONSTRUCTION DOCUMENTS

Issue Date

REVISION SCHEDULE

Rev. # Rev. Description:

Rev. # Rev. Description:

Drawn By: KJP
Designed By: KJP

Checked By: AEK

C603

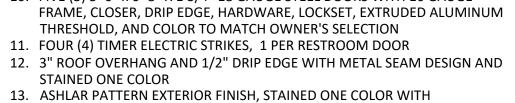
5" GABLE STEEL REINFORCED, POST TENSIONED, PRECAST ROOF 6" THICK STEEL REINFORCED, POST TENSIONED, PRECAST FLOOR 4" STEEL REINFORCED, PRECAST WALLS PAINTED STEEL WELDED BRACKETS, CAULK, AND GROUT TO ASSEMBLE AND SEAL BUILDING INDIANA PROFESSIONAL ENGINEER STAMPED DRAWINGS AND CALCULATIONS EXTERIORS WALLS MUST BE UL 752 LEVEL 4 RATED BULLET RESISTANT CONCRETE MIX DESIGN STRENGTH 5,000 PSI AT 28 DAYS DESIGN LOADS: 9.1. WIND: 130 MPH 9.2. FLOOR: 250 PSF 9.3. ROOF: 60 PSF FIVE (5) 3'-0" x 6'-8" X 1 3/4" 18 GAUGE STEEL DOORS WITH 16 GAUGE FRAME, CLOSER, DRIP EDGE, HARDWARE, LOCKSET, EXTRUDED ALUMINUM

RESTROOM DESCRIPTION

1. 20'-0" WIDE x 20'-0" LONG x 7.5'-0" TALL PRECAST BUILDING

REQUIREMENTS:

THE PREFABRICATED RESTROOM UNIT SHALL MEET ALL OF THE FOLLOWING



ANTI-GRAFITTI COATING

14. 1 YEAR WARRANTY ON BUILDING, MANUFACTURER'S WARRANTY ON ALL OTHER ITEMS

15. PLUMBING PACKAGE INCLUDING THE FOLLOWING:

15. PLUMBING PACKAGE INCLUDING THE FOLLOWING:
15.1. FOUR (4) ADA SS WALL HUNG TOILETS WITH AUTO FLUSH
15.2. ONE (1) SS URINAL WITH AUTO FLUSH
15.3. FOUR (4) SS LAVATORIES
15.4. FOUR (4) 2-ROLL TOILET PAPER HOLDERS

15.5. FOUR (4) RESTROOM SIGNS15.6. ONE (1) HOT WATER HEATER15.7. LABOR16. ELECTRICAL PACKAGE INCLUDING THE FOLLOWING:

16.1. ONE (1) 200 AMP PANEL WITH 20 BREAKERS16.2. SIX (6) GFI OUTLETS (TWO (2) IN THE CHASE, ONE (1) IN EACH RESTROOM)

16.3. SIX (6) INTERIOR 4' LED LIGHTS (TWO (2) IN THE CHASE, ONE (1) IN EACH RESTROOM)
16.4. FOUR (4) EXTERIOR LIGHTS (ONE (1) BY EACH RESTROOM DOOR)

16.4. FOUR (4) EXTERIOR LIGHTS (ONE (1) BY EACH RESTROOM DO

16.5. FOUR (4) HAND DRYERS (ONE (1) IN EACH RESTROOM)

16.6. FOUR (4) EXHAUST FANS (ONE (1) IN EACH RESTROOM)

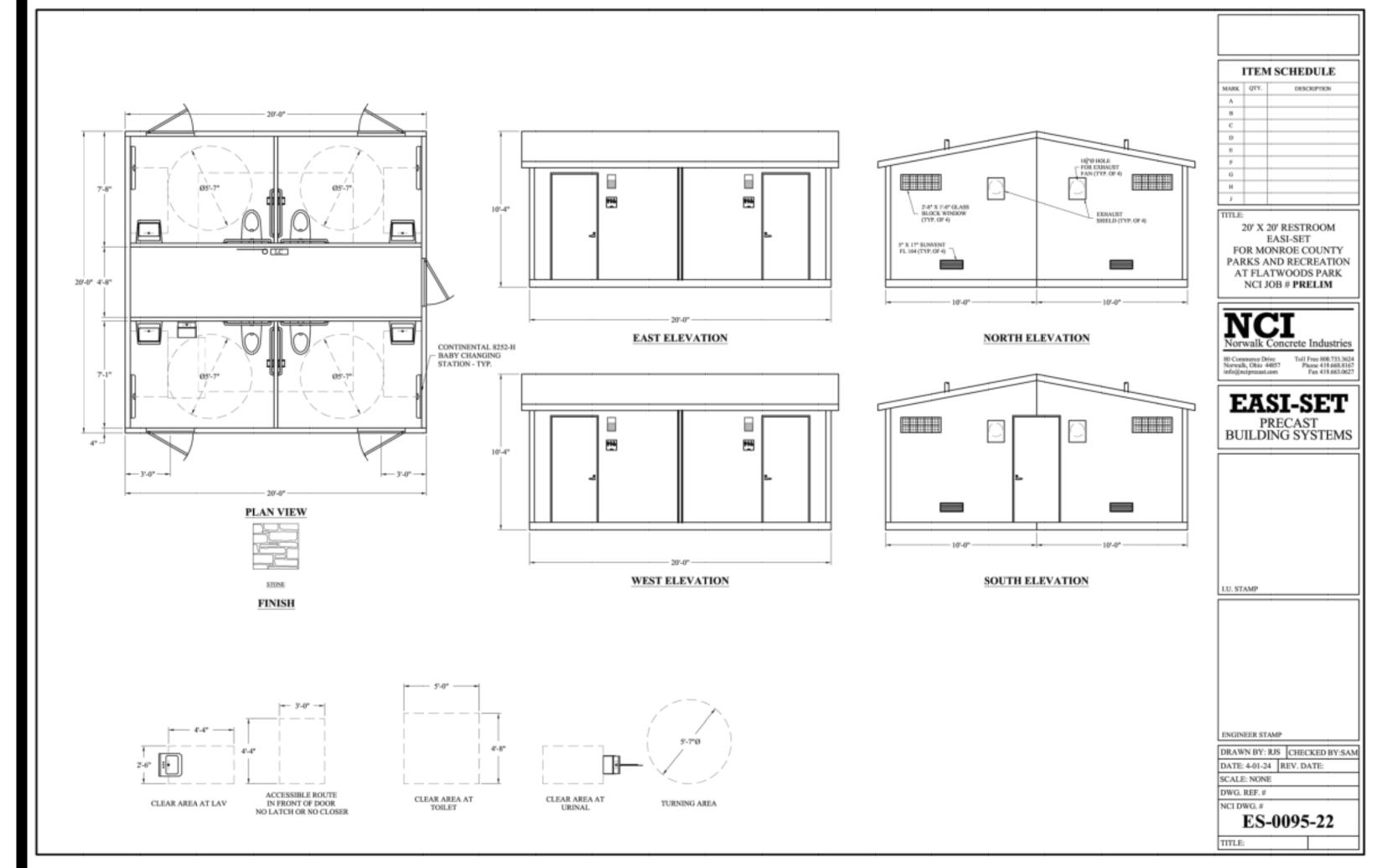
16.7. WIRE 16.8. CONDUIT 16.9. LABOR

16.9. LABOR

17. TRANSPORTATION OF THE BUILDING TO THE PROJECT SITE

18. INSTALLATION OF THE BUILDING ONTO THE FOUNDATION, INCLUDING ANY

. INSTALLATION OF THE BUILDING ONTO THE FOUNDATION, INCLUDING ANY AND ALL COSTS ASSOCIATED WITH THE INSTALLATION, INCLUDING BUT NOT LIMITED TO THE CRANE RENTAL, LABOR, ETC.





- 1. PLAN SHOWS PROPOSED EXTERIOR LIGHT FIXTURE LAYOUT AND ILLUMINANCE CALCULATIONS.
- 2. COORDINATE ELECTRICAL SERVICE AND PEDESTAL LOCATION WITH DUKE ENERGY.
- 3. CONCRETE LIGHT POLE BASE DESIGN TO BE PER LIGHT FIXTURE MANUFACTURER'S RECOMMENDATION.

LEGEND

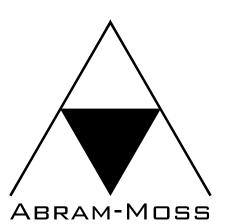
—— UGE —— NEW UNDERGROUND POWER





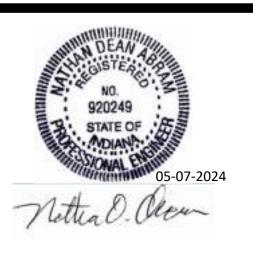
PLAN NOTES

- (1) **FLOAT CONTROL LINE**: REFER TO 'C' SERIES DRAWINGS FOR MAKE/MODEL, SPECIFICATIONS, AND DETAILS. INSTALL FLOAT CONTROL LINE IN 1" SCHEDULE 40 PVC CONDUIT AT A MINIMUM 24" BELOW FINISHED
- (2) **HIGH WATER ALARM:** MOUNTED TO EXTERIOR FOR NEW RESTROOM FACILITY. REFER TO 'C' SERIES DRAWINGS FOR MAKE/MODEL, SPECIFICATIONS, AND DETAILS. POWER SUPPLY TO BE PROVIDED FROM RESTROOM POWER PANEL. HIGH WATER ALARM TO BE INSTALLED ON A SEPARATE 20A BREAKER.
- ADD NEW BREAKERS AND FEEDERS TO EXISTING MAIN SERVICE PANEL AS SHOWN IN DETAIL B/E201 - ALL EXPOSED, ABOVE-GRADE CONDUIT TO BE SCHEDULE 80 PVC
- (4) NEW UNDERGROUND FEEDER REFER TO E201
- (5) **NEW RESTROOM SUBPANEL:** - 200A PANEL PRE-WIRED IN PRE-FABRICATED RESTROOM FACILITY - EXTEND FEEDERS AND CONDUITS TO ELECTRICAL SERVICE CONNECTION HOLE IN FOUNDATION SLAB - REFER TO BUILDING PLANS
- 6 NEW GARAGE SUBPANEL: - 120/240V, 1-PHASE, 3-WIRE, 125A MLO LOAD CENTER, NEMA-1, 16 CKT CAP
- (7) CAREFULLY REMOVE POWER CONNECTION TO SANITARY PRIVY VAULT TO ALLOW FOR FACILITY DEMOLITION. PROTECT INCOMING SERVICE FEEDER AND OUTGOING FEEDER FOR SHELTER HOUSE DURING DEMOLITION ACTIVITIES.
- 8 INSTALL 8"x8" ELECTRICAL GROUND BOX AT LOCATION OF ORIGINAL JUNCTION BOX. REFER TO DETAILS E/E201 AND F/E201.
- 9 UNDERDRAIN EXTEND UNDERDRAIN FROM GROUND BOX TO DAYLIGHT. REFER TO DETAIL F/E201
- NEW UNDERGROUND FEEDER, INSTALL VIA DIRECTIONAL BORING TO PRESERVE EXISTING VEGETATION REFER TO E201
- (11) PULL BOX, 13"x24" MIN. REFER TO E/E201



DESIGN GROUP, LLC 9215 WEST MALLORY ROAD

BLOOMINGTON, INDIANA 47404 812-955-0539 INFO@ABRAM-MOSS.COM



FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433

BRCJ Project No: 11349

SITE ELECTRICAL PLAN

05-07-2024 100% CONSTRUCTION DOCUMENTS

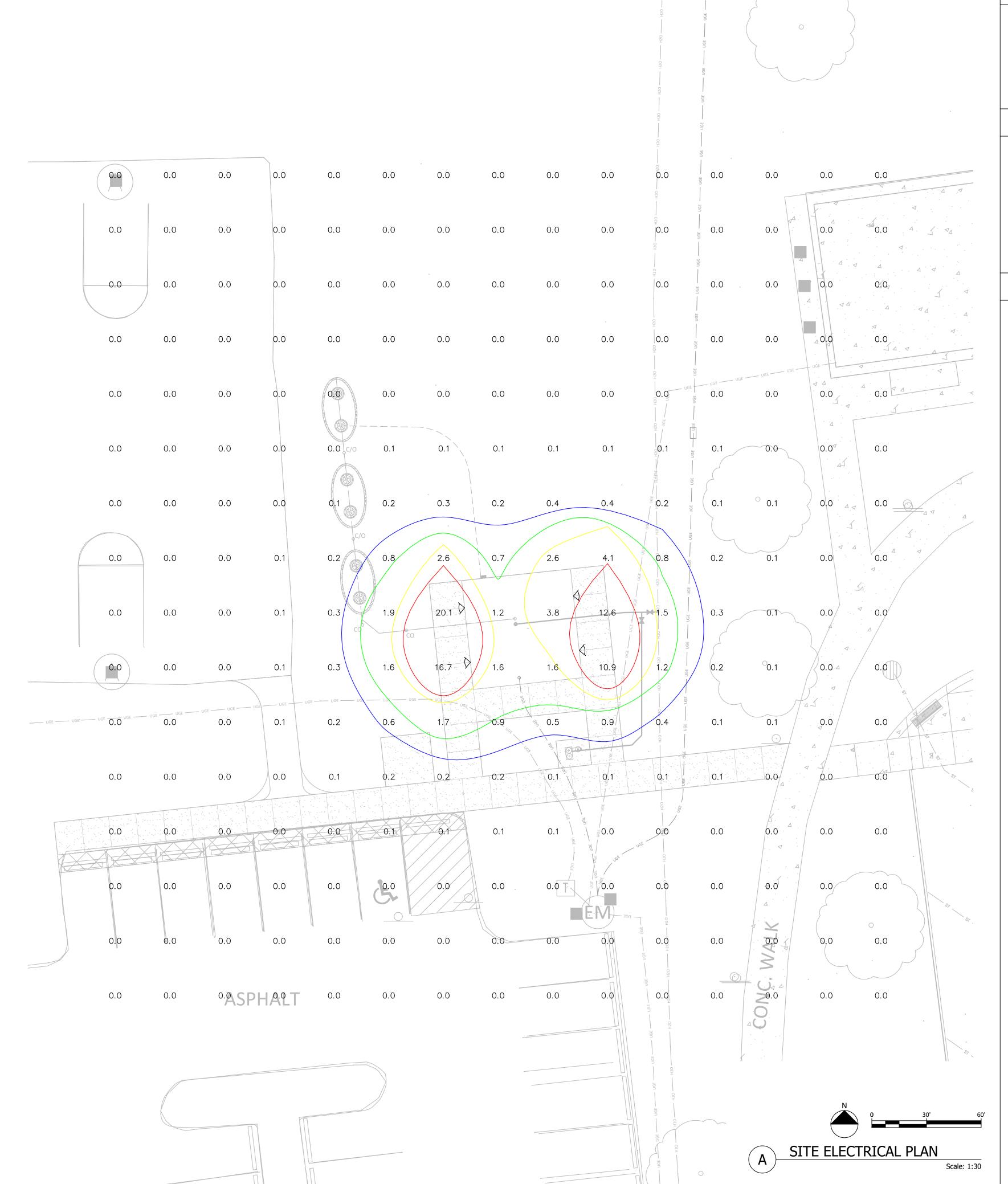
REVISION SCHEDULE Rev. Description:



CALL 2 WORKING DAYS BEFORE YOU DIG 1-800-382-5544 CALL TOLL FREE PER INDIANA STATE LAW IC8-1-26. IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND

LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

C.MOSS Drawn By: N. ABRAM Designed By: N. ABRAM Checked By:



 PLAN SHOWS PROPOSED EXTERIOR LIGHT FIXTURE LAYOUT AND LIGHT INTENSITY CALCULATIONS.



LEGEND

WALL-MOUNTED EXTERIOR LIGHT FIXTURE:
- PRE-INSTALLED ON BUILDING AT 6'-2"
MOUNTING HEIGHT
- PRS-20-4K-PC BY EXO

0.0 CALCULATED LIGHT INTENSITY (IN FC)

0.5 FC LIGHT INTENSITY (CALCULATED)

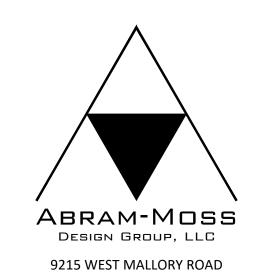
1.0 FC LIGHT INTENSITY (CALCULATED)2.0 FC LIGHT INTENSITY (CALCULATED)

5.0 FC LIGHT INTENSITY (CALCULATED)

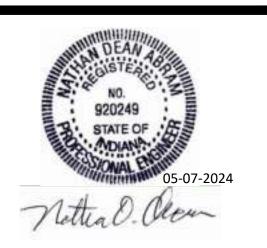
PHOTOMETRIC DATA

LIGHT INTENSITY	VALUE (FC)
AVERAGE	0.42
MAXIMUM	20.10
MINIMUM	0.00





BLOOMINGTON, INDIANA 47404 812-955-0539 INFO@ABRAM-MOSS.COM



FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433 BRCJ Project No: 11349

PHOTOMETRY PLAN

Date: Issue:

05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. Description:



WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

Drawn By:

Designed By:

Checked By:

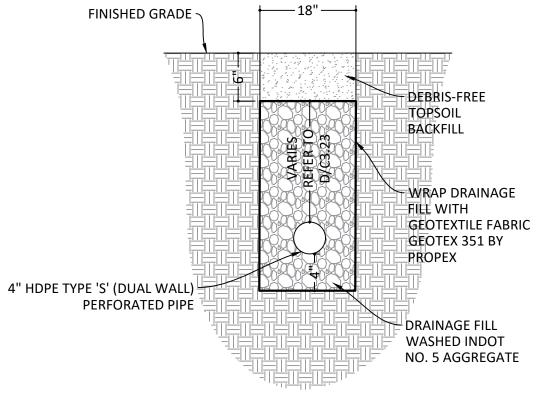
C.MOSS

By: N. ABRAM

y: N. ABRAM

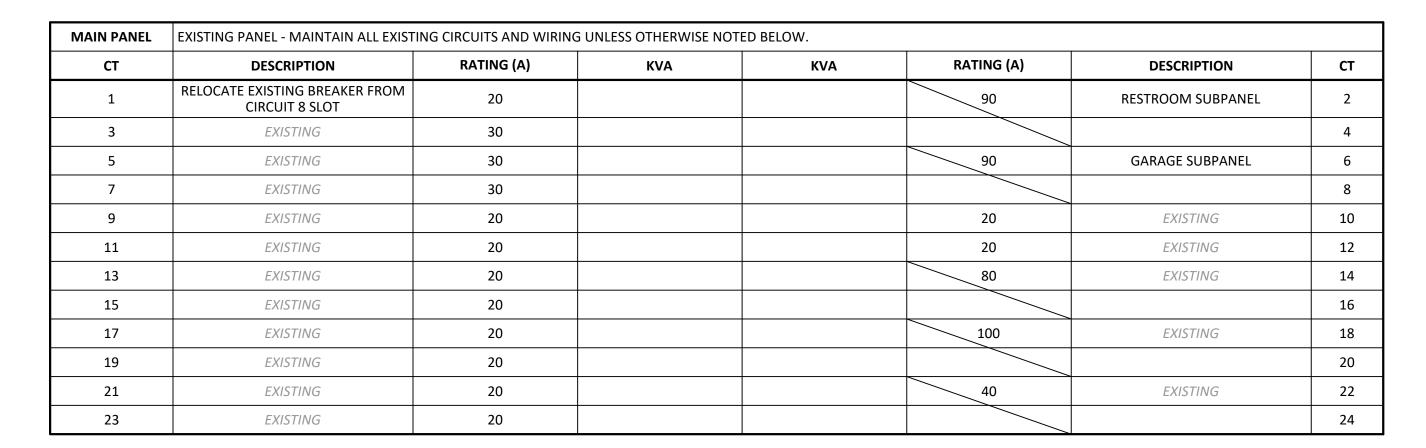
E102

Issue Date



1. EXTENDED UNDERDRAIN TO DAYLIGHT AT 0.5% MINIMUM SLOPE 2. INSTALL RODENT GUARD ON OUTLET OF UNDERDRAIN PIPE.

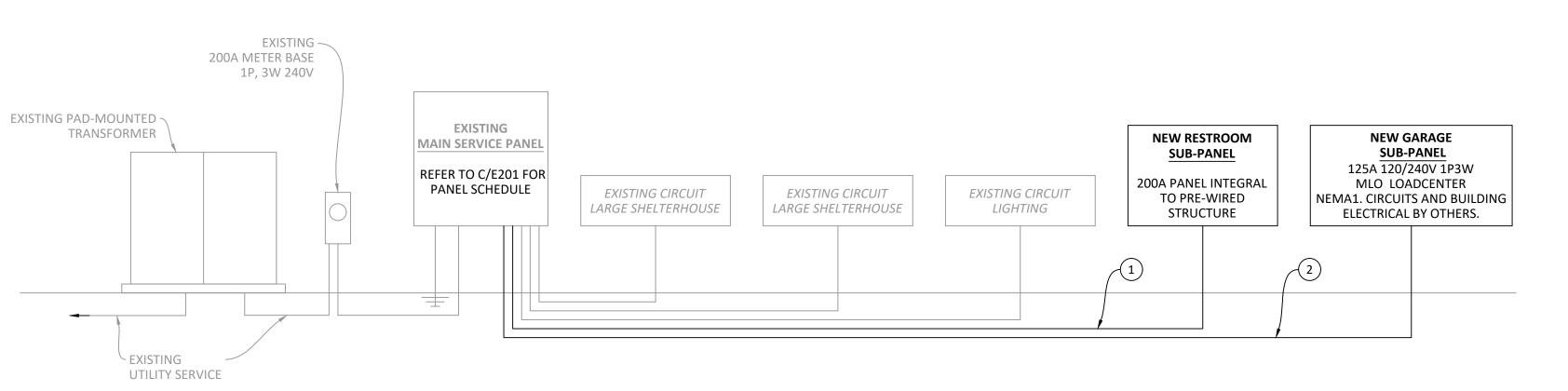




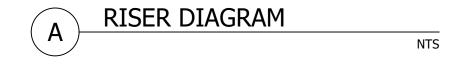
MAIN PANEL SCHEDULE NTS

DSIGNATION	NUMBER OF PARALLEL RUNS	CONDUIT SIZE DIAMETER (IN)	CONDUIT TYPE	UNDERGROUND CONDUCTORS (AWG OR KCMIL)	GROUNDED (NEUTRAL) CONDUCTOR (AWG OR KCMIL)	GROUNDING CONDUCTOR (AWG OR KCMIL)	MATERIAL (CU OR AL)	CONDUCTOR INSULATION
1	1	1 ½	SCH 80 PVC	(2) #2 AWG	(1) #4 AWG	(1) #6 AWG	AL	RHH/RHW-2
2	1	1 ½	SCH 80 PVC	(2) #2 AWG	(1) #4 AWG	(1) #6 AWG	AL	RHH/RHW-2

FEEDER SCHEDULE



NOTE: REFER TO B/E201 FOR FEEDER SCHEDULE









9215 WEST MALLORY ROAD BLOOMINGTON, INDIANA 47404 812-955-0539 INFO@ABRAM-MOSS.COM



FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433 BRCJ Project No: 11349

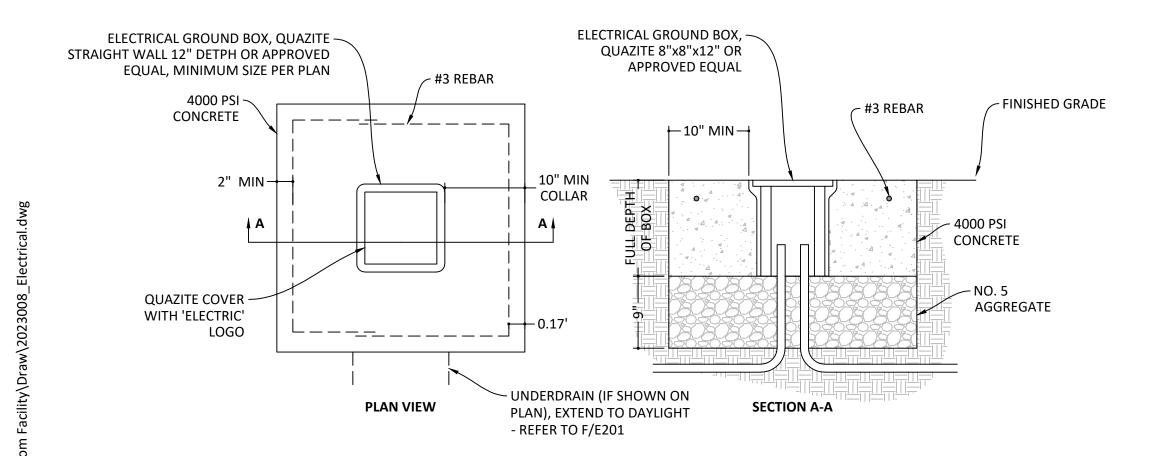
ELECTRICAL DETAILS

05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. Description:

Drawn By: KJP C.MOSS Designed By: KJP N. ABRAM Checked By: AEK N. ABRAM



- 1. UNIFORMLY SPACE ENDS OF CONDUITS WITHIN THE GROUDN BOX. POSITION ENDS OF CONDUITS SO THAT GROUND BOX WALLS DO NOT INTERFERE WITH THE ISNTALLATIONS
- OF GROUNDING BUSHINGS OR BELL END FITTINGS. 2. MAINTAIN SUFFICIENT SPACE BETWEEN CONDUITS TO ALLOW FOR PROPER INSTALLATION
- OF BUSHING. 3. PLACE AGGREGATE UNDER THE BOX, NOT IN THE BOX. AGGREGATE SHOULD NOT ENCROACH ON THE INTERIOR VOLUME OF THE BOX.
- 4. EXTEND AGGREGATE TO MEET UNDERDRAIN AGGREGATE AND ALLOW FOR POSITIVE DRAINAGE OF GROUND BOX.

GROUND BOX DETAIL

GENERAL DESIGN INFORMATION:

The following was used as the basis for design:
 Wind/Seismic per ASCE 7-10
 AISC LRFD Design Manual - 2nd Edition

2) Design Loading: 106,075# per NCI Drawing 131272-1 Dated 4/26/23 GENERAL NOTES:

It is intended that a Geotechnical engineer be present to supervise related operations. Bottom of footing elevations and backfill procedures will be based on field determinations.

2) All work shall be performed in accordance with OSHA and all other

jurisdictional agency guidelines.

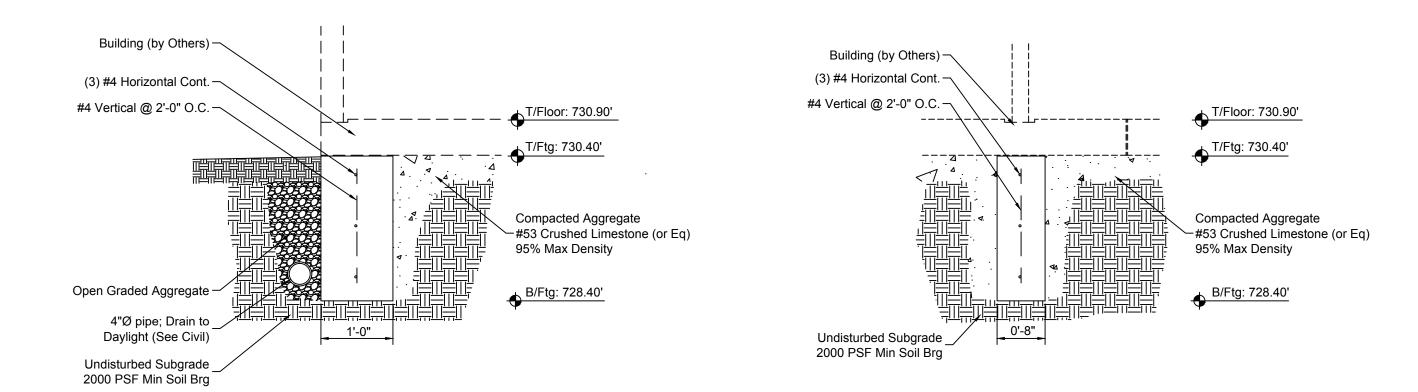
3) Should unforseen situations be encountered in which these details do not apply (subsurface conditions, etc), notify engineer immediately so that appropriate details can be prepared.

Footing design based on 2000 PSF. This shall be verified in field by the Owner or their representative.

CONCRETE NOTES:

All formwork to be constructed per ACI 301.4.
 Concrete shall be placed per ACI 301.8.
 Curing and protection of concrete shall be per ACI 301.12.
 Footing concrete shall be 3500 psi, and be proportioned per ACI 301.3.
 Footing Surface tolerance to be 1/8" max deviation in 10'-0"
 All reinforcement shall be furnished and installed per ACI 301.5
 All foundation concrete shall be placed on undisturbed soils to indicated depths.
 Coordinate orientation & location of building with BRCJ Site/Civil Drawings.

Footing Schedule					
SF1	SF1 1'-0"x2'-0" T/Ftg: 730.40' #4 Vertical @ 2'-0" (3				
SF2	0'-8"x2'-0"	T/Ftg: 730.40'	#4 Vertical @ 2'-0"	(3) #4 Longitudinal	

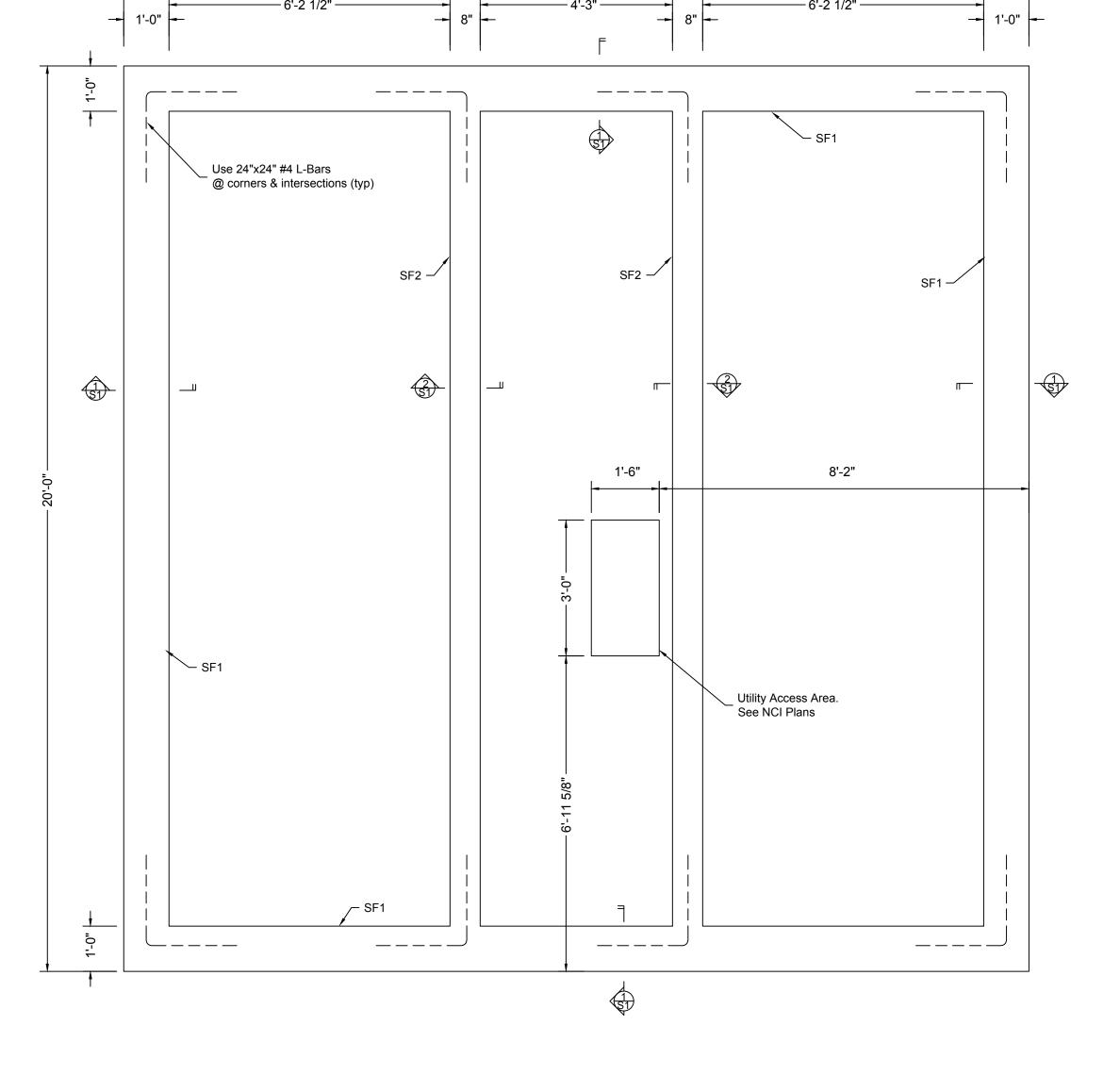


FOUNDATION SECTION

SCALE: 3/4"=1'-0"

FOUNDATION SECTION

SCALE: 3/4"=1'-0"













FLATWOODS PARK RESTROOM FACILTIY

9499 West Flatwoods Road Gosport, IN 47433 BRCJ Project No: 11349

FOUNDATION PLAN

Date: Issue:

05-07-2024 100% CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

Rev. # Rev. Description: Issue Date

Drawn By: JC
Designed By: JC

Checked By: JC

S100



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Emergency Management Pr	esenter: Justin Baker
REQUESTED Meeting Date	e:6/11/2024
PURPOSE: (Mark all applicable boxes, then complete the correspon	ding request page.)
Creation of New Account Line(s) (pg. 2)	Additional Appropriation(s) (pg.2)
Category Transfer(s) (pg.3)	Fund to Fund Transfer (pg.4)
De-Appropriation of Account Line(s) (pg.5)	Salary Ordinance Amendment(s) (pg.6 and/or 7)
Other (Specify): Appropriation Carry-Over from 2	2023
Was the Council Liaison notified prior to submitting the agenda	a request? No
Per Resolution 2024-14, do you approve the request being place	ed in the Consent Agenda Section? No
NARRATIVE: (Provide a detailed summary explanation for the	request.)
Fund 8119. There was some confusion at the end of submit the carry-over request. This is a multi-year rei County Multi-Hazard Mitigation Plan that is being fina Federal Government in order for the county to receiv	imbursement grant. This grant is funding the alized. This plan is a requirement of the

REQUEST THE CREATION OF NEW ACCOUNT LINE(S) AND/OR ADDITIONAL APPROPRIATION(S)

	ed all possible in-house and category transfers PRIOR to maki	ing this request? No
	gency Management	
Fund Name: Buildi	ng Resilient Inf. Grant	
Fund Numbe	er: 8119 Location Number: 0000	
Account Number:	Account Description:	Amount Requested:
30006	Building Resilient Inf. Grant Multi-Year Grant	\$ 12,932.50
	TOTAL REQUEST AMOUN	T: \$ 12,932.50

FFY 2020 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES PROGRAM SUBRECIPIENT GRANT AGREEMENT BETWEEN THE INDIANA DEPARTMENT OF HOMELAND SECURITY AND THE MONROE COUNTY EMERGENCY MANAGEMENT OFFICE

Contract #0000000000000000000065812

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Homeland Security (the "State") and the Monroe County Emergency Management Office (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the "Stafford Act"), 42 USC 5121 *et seq.*, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to States to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disaster strikes.

The State has been designated by FEMA as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Indiana and to provide technical assistance with the Building Resilient Infrastructure and Communities ("BRIC") Grant Program. The BRIC grant program is authorized by Section 203 of the Stafford Act (42 USC 5133).

The State has entered into a FEMA-State Agreement awarded to the State on February 7, 2022 under grant agreement EMC-2020-BR-038. The State is required by the FEMA-State Agreement to monitor and evaluate the implementation of mitigation projects and control the disbursement of BRIC grant funds from FEMA.

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a sub-grant award to the Subrecipient from FEMA Federal Fiscal Year 2020 BRIC grant program funds for eligible costs of updating the Subrecipient's county mitigation plan or project (the "Project") more fully described in <u>Exhibit A</u> of this Grant Agreement, which is incorporated fully herein. The State and FEMA have approved the Project along with any exceptions that have been made prior to signing this Grant Agreement.

The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient 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:

Federal Funds Program Name per Assistance Listing Number (ALN): Building Resilient Infrastructure and Communities Grant Program

CFDA # 97.047

Federal NOFO # DHS-20-MT-047-00-99

2. Term. This Grant Agreement commences on February 8, 2022 and shall remain in effect through February 7, 2025 (referred to as the "Termination Date" or "Obligation Deadline"). 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. Any request for an extension must be submitted to the State at least ninety (90) days prior to the Termination Date. Requests for an extension will be evaluated by the State and FEMA and will not be approved automatically.

3. Amount of Subaward.

A. The State shall pass-through federal funds and make a sub-award to the Subrecipient in the amount not to exceed **\$18,457.00**.

The Total Project costs and match requirements are as follows:

BRIC Sub-award Amount	\$18,457.00
Local Cost Share Provided by Subrecipient	\$6163.00
Total approved Project cost	\$24,620.00

- B. The Subrecipient must provide the necessary local cost share (25%) as required by 2 CFR 200.306.
- C. The Subrecipient 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.
- D. The disbursement of grant funds to the Subrecipient 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.

4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.
- D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

- A. The Subrecipient shall be solely responsible for the proper implementation of the approved Project.
- B. When applicable, the Subrecipient shall follow 2 CFR 200.318 General Procurement Standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State

law.

- 1. The Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
- The Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
- All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
- 4. The Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.
- C. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- D. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Proposal, then the Subrecipient must first request approval from the State for such changes. Requests must be submitted as a Grant Adjustment Notice (GAN) to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project or Grant Proposal without first receiving approval of the GAN request. Approval shall be determined by the State's sole discretion. Any purchases made by the Subrecipient that are not authorized by the FEMA allowability guidelines, the Subrecipient's Project, Grant Proposal, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.
- E. The Subrecipient shall submit to the State written quarterly reports until the completion of the Project. These reports shall contain such detail of progress or performance on the Project as is requested by the State. Quarterly reports are due: April 15, July 15, October 15, and January 15 of each year. If this date falls on a weekend then the quarterly report is due on the following Monday.
- 6. Requirements Applicable to Property/Equipment Purchased Using Grant Funds. For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:
 - A. Maintain records that include the following:
 - 1. A description of the property;
 - 2. Manufacturer's model number;
 - 3. Manufacturer's serial number or other identification number;
 - 4. Vendor or other source of the property;
 - 5. Identification of the title holder of the property;
 - 6. Acquisition date;
 - 7. State Contract number of the Agreement which provided the funding;
 - 8. Cost of the property;
 - 9. Physical location of the property;
 - 10. If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
 - 11. Use of the property;

- 12. Condition of the property; and
- 13. The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.
- C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its grant application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
 - 1. The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
 - 2. The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing interjurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
 - 3. Personal use of the equipment is not permitted.
 - 4. The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".
- G. If a Subrecipient fails to comply with any part of this provision the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under the Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of the Grant Agreement and will remain in effect until the property is disposed of in accordance with the Grant Agreement.

7. Requests for Expenditures/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, the Subrecipient shall provide the 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 Subrecipient 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 to the State of a Request for Expenditure ("RFE" or otherwise known as a "Reimbursement Request") with supporting documentation. Such RFEs 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 Subrecipient 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 Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. An RFE shall be submitted to the State following the end of the quarter 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 thirty (30) 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 thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. RFEs may be submitted on a monthly basis. If Grant funds have been advanced and are unexpended at the time that the final RFE is submitted after the Obligation Deadline then all such unexpended grant funds must be returned to the State.
- E. Each RFE must be submitted with accompanying supportive documentation as designated by the State. An RFE submitted without supportive documentation will be returned to the Subrecipient 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. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this grant.
- F. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- 8. 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 Subrecipient 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 A**, the Subrecipient's 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 budget presented in the Subrecipient's grant application and that unpaid costs have been properly accrued;
 - C. that the Subrecipient 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.

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

- A. The Subrecipient 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. The Subrecipient is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. The Subrecipient 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). The administrative and audit requirements and cost principles under 2 CFR § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500** *et seq.*
- C. If the Subrecipient is a non-governmental unit, the Subrecipient 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 © (Guidelines for Non-governmental Entities).

10. Compliance with Laws.

- A. The Subrecipient 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 Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Subrecipient 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 Subrecipient 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 Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Subrecipient is not familiar with these ethical requirements, the Subrecipient 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 Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this grant immediately upon notice to the Subrecipient. In addition, the Subrecipient 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 Subrecipient 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 Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

- D. The Subrecipient 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 Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient 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 Subrecipient warrants that the Subrecipient 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 Subrecipient 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 Subrecipient and any principals of the Subrecipient certify that:
 - (A) the Subrecipient, 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 Subrecipient 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 Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, 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.

11. Debarment and Suspension.

- A. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) are 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.
- B. The Subrecipient 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 Subrecipient 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.

12. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient 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.
- **13. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of periury that:
 - A. The Subrecipient has enrolled and is participating in the E-Verify program;
 - B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
 - C. The Subrecipient does not knowingly employ an unauthorized alien.
 - D. The Subrecipient shall require its contractors who perform work under this Grant Agreement to

certify to the Subrecipient 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 Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

- **14. 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.
- **15. 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.
- 16. 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.
- **17. Insurance.** The Subrecipient shall maintain insurance with coverages and in such amounts as may be required by the State or as provided in its grant application.
- 18. 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 Subrecipient 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, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient 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.

- 19. 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:

Indiana Department of Homeland Security, Mitigation Program 302 West Washington Street, Room E208 Indianapolis, Indiana 46204

E-mail: mitigation@dhs.in.gov

Subject Line should read: "County Plan Update for [enter Subrecipient county name]"

B. Notices to the Subrecipient shall be sent to:

Justin Lee Baker Deputy Director 5850 West Foster Curry Drive Bloomington, Indiana 47403 Phone: 812-325-4321

Email: justinbaker@co.monroe.in.us

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

- **20. 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 27, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, and (4) the Subrecipient's Grant Application on file through FEMA's e-Grants system. All of the foregoing are incorporated fully herein by reference.
- 21. Public Record. The Subrecipient acknowledges that the State will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement 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 Agreement shall not be considered an act of the State.

22. 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 Subrecipient'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 Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.
- 23. 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 or FEMA 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 Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient 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 Subrecipient exceed the original grant.
- 24. Travel. No expenses for travel will be reimbursed unless specifically authorized by this grant.
- **25. Remedies Not Impaired.** No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.
- **26. Severability.** The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.
- **27. Survival.** Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration

or termination in accordance with their terms.

- **28. Federal and State Third-Party Contract Provisions.** This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and attached as **Exhibit B** and incorporated fully herein. The Subrecipient shall comply with the applicable provisions of the following federal documents:
 - A. The US Department of Homeland Security FFY 2020 BRIC Notice of Funding Opportunity ("FFY 2020 BRIC NOFO") Guidance (DHS-20-MT-047-00-99) which is available from the State upon request. This FFY 2020 BRIC NOFO is hereby incorporated into this Grant Agreement by reference and when the duly authorized representative for the Subrecipient signs this Grant Agreement, the signatory is making the certification that all allocations and use of funds will be in accordance with the requirements contained in the FFY 2020 BRIC NOFO.
 - B. The FEMA Mitigation Assistance: Building Resilient Infrastructure and Communities policy dated February 14, 2022, available at the following website: https://www.fema.gov/sites/default/files/documents/fema_bric-policy-fp-008-05_program_policy.pdf
 - C. FY 2020 Department of Homeland Security Standard Terms and Conditions.
- 29. 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.
- **30. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that Ihave 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:
 - A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
 - B. Paragraph 2, Term, has been modified.
 - C. Paragraph 3, Amount of Subaward, has been added.
 - D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
 - E. Paragraph 5, Implementation of and Reporting on the Project has been modified.
 - F. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
 - G. Paragraph 7, Requests for Expenditures/Payment of Claims, has been modified.
 - H. Paragraph 8, Project Monitoring by the State, has been modified.
 - I. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
 - J. Paragraph 11, Debarment and Suspension, has been modified.
 - K. Paragraph 16, Information Technology Accessibility Standards, has been modified.
 - L. Paragraph 20, Order of Precedence; Incorporation by Reference, has been modified.
 - M. Paragraph 21, Public Record, has been modified.
 - N. Paragraph 23, Termination for Convenience, has been modified.
 - O. Paragraph 25, Remedies Not Impaired, has been added.
 - P. Paragraph 26, Severability, has been added.
 - Q. Paragraph 27, Survival, has been added.
 - R. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

Monroe County Emergency Management Office

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, 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 Agreement, the Subrecipient 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 Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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 Subrecipient 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.

Indiana, Department of Homeland Security

Title: Director		Title: General Counsel	
Date: 8/23/2022 12:06 EDT		Date: 8/24/2022 11:11 EDT	
Floatronically Approved by:			
Electronically Approved by: Department of Administration			
By: (f Rebecca Holw erda, Commissioner	for)		
Electronically Approved by: State Budget Agency		Electronically Approved as to Form an Office of the Attorney General	d Legality by:
By: Zachary Q. Jackson, Director	(for)	By: Theodore E Rokita, Attorney General	(for)

EXHIBIT A - Project Scope

Scope of Work Template Multi Hazard Mitigation Plans

A Multi-Hazard Mitigation Plan will be developed for each county using the most recent mapping data, modeling data and local community records. The priority start date of each county plan will be developed with IDHS. The plans will be developed as follows:

Milestone 1: Organize planning team and hold kick off meeting (1-2 month)

- a. Identify team members
- b. Address mandates for plan
- c. Review local demographic, climatologic, topographic overview information for county and local communities to create community profile
- d. Update critical facilities, structures, etc. Include bridges, government owned buildings, schools, medical facilities, major business and industry, etc.
- e. Gather data for critical facilities-replacement costs, location, numbers of people within, impact if not present, etc.

Milestone 2: Planning meeting 2 (Month 2)

- Review draft of demographic, climatologic, topographic and general opening statements for plan
- b. Update historic hazard information and documentation
- c. Prioritize hazards

Milestone 3: Prepare Risk information for dissemination (Month 4)

- a. Update HAZUS-MH databases
- b. As needed, Run HAZUS-MH models and GIS Overview

Milestone 4: Planning team Meeting 3 (Month 5)

- a. Host public meeting to discuss hazards and challenges facing community
- b. Solicit public input into development of goals for plan and community priorities

Milestone 5: Review of Draft and edits. (Month 7)

- a. Prepare final draft of plan for submission to IDHS for review
- b. Prepare MHMP Crosswalk
- c. Submit Plan for State review

Milestone 6: Review at Region (Month 8)

- a. Submit plan to FEMA for review
- b. Edit and requested changes or make additions as required by FEMA
- c. Resubmit for review and interim approval

Milestone 7: Meets Requirement now Adoption (Month 10)

- a. Create a county resolution for adoption of plan for county
- b. Create city and town resolutions for adoption by incorporated cities and towns.

Milestone 8: Closeout (Month 12)

- a. Grant Close Out
- ** Time frames are subject change due to delays in planning process. Local PM will notify IDHS Mitigation Project Managers with any delays and to request any extensions.

EXHIBIT B - Federal Requirements

The Subrecipient agrees to comply with all of the following requirements as listed below.

1. Federal Regulations: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall comply with the administrative and audit requirements and cost principles under 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted at 2 CFR §3002. Some of these federal regulatory requirements are as follows:

A. Federal Procurement and Contracting Requirements. [2 CFR § 200, Subpart D, 2 CFR § 200.318 through 200.327]

In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.318 through 200.327.

As required by 2 CFR § 200.326, in addition to all other provisions required by the US Department of Homeland Security and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

Subrecipients shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

B. Conflicts of Interest. [2 CFR § 200.318 and FFY 2020 BRIC NOFO]

As required by 2 CFR § 200.318(c)(1), the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

In addition, as required under the Federal Emergency Management Agency standard terms and conditions, conflicts of interest may arise during the process of US DHS/FEMA making a Federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or US DHS/FEMA employee.

The Subrecipient must disclose to FEMA in writing any real or potential conflict of interest, as defined by the Federal, State, local, or tribal statutes or regulations or their own existing policies that arise during the administration of the Federal award. The Subrecipient must disclose any real or potential conflicts to the Federal Approxing Official within 15 days of learning of the conflict of interest. Similarly, Subrecipients must disclose any real or potential conflict of interest to the State as required by the State's conflict of interest policies or any applicable State, local, or tribal statutes or regulations. This requirement starts when the application period opens, continues during the entire period of performance, and ends when the last audit is completed.

C. Mandatory Disclosures. [2 CFR § 200.113]

As required by 2 CFR § 200.113, the Subrecipient must disclose, in a timely manner, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Failure to make required disclosures can result in any of the remedies described in § 200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR §180 and 31 USC § 3321).

2. Federal Award Requirements.

A. Prohibition on Using Federal Funds.

The Subrecipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA. Nor can the Subrecipient use Federal funds to sue the Federal Government or any other government entity. The Subrecipient shall not utilize the funds as matching funds for any other Federal award.

B. Construction Project Requirements.

- 1) Acceptance of Federal funding requires FEMA, the State, and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
- 2) Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- 3) Any change to the approved scope of work will require re-evaluation by FEMA for State and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
- 4) If ground disturbing activities occur during construction, the State and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

C. Equipment.

For all property having an acquisition cost of over \$5,000, acquired in whole or in part with funds provided under the Grant Agreement, the Subrecipient must also comply with the applicable federal requirements pertaining to equipment in 2 CFR 200.313, including but not limited to the following:

- 1) As stated under 2 CFR 200.313(a), title to equipment having an acquisition cost of equal to or over \$5,000 acquired using these funds, will vest upon acquisition in the Subrecipient, subject to the following conditions:
- 2) The Subrecipient must use the equipment for the authorized purposes of the Project during the period of performance, or until the property is no longer needed for the purposes of the Project.
- 3) The Subrecipient shall not encumber the property without approval of the U.S. Department of Homeland Security or the State.
- 4) The Subrecipient must use and dispose of the property in accordance with 2 CFR 200.313(c)-(e).
- 5) When any such property is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency, the Subrecipient must request instructions from the State, which will request instructions from the federal awarding agency, for the proper disposition of the property pursuant to 2 CFR 200.313.
- 6) Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

D. Funds Transfer.

Any cost allocable to a particular Federal award provided for in 2 CFR § 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards. Subrecipient's must receive approval from FEMA and the State should the Subrecipient wish to use two funding sources for one program.

E. Insurance.

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

F. Duplication of Programs.

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the State or Subrecipient's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

G. Duplication of Benefits.

Federal funds cannot duplicate or be duplicated by funds received by or available to the State, the Subrecipient or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HSGP programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HSGP does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation,

such as from pending legal claims for damages, relating to the property.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of funds.

H. Reporting Executive Compensation.

Unless the Subrecipient had a gross income from all sources of under \$300,000 in the previous tax year, the Subrecipient must report to the State, the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year if in the Subrecipient's preceding fiscal year, the Subrecipient received:

- 1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- 2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards).

By the end of the month following the month that this Grant Agreement is fully executed, the Subrecipient must report to the State this Subrecipient executive total compensation described above. The Subrecipient can obtain additional information and guidance regarding this requirement from the State.

I. Acceptance of Post-Award Changes.

In the event FEMA determines that changes are necessary to the federal award document after an award has been made, including changes to period of performance or terms and conditions, the Subrecipient will be notified of these changes in writing. Once notification has been made, any subsequent request for funds under this Grant Agreement will indicate the Subrecipient's acceptance of the changes to the award.

J. Refund, Rebate, Credits.

The Subrecipient shall transfer to the State, which will transfer to FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Grant Agreement, along with accrued interest, if any. The Subrecipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the State and FEMA in any claim or suit in connection with amounts due.

3. United States Department of Homeland Security Standard Administrative Terms and Conditions.

The US FFY 2020 BRIC NOFO for this Grant Award requires compliance with the US DHS Standard Administrative Terms and Conditions. Though not exhaustive, the Subrecipient shall comply with the following such conditions:

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

US DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances

in these documents may not be applicable to your program, and the US DHS financial assistance office (US DHS FAO) may require Subrecipients to certify additional assurances. Subrecipients are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the US DHS FAO if you have any questions. US DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by US DHS at 2 C.F.R. Part 3002. By accepting this Grant Agreement, the Subrecipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the Subrecipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. US DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing US DHS access to records, accounts, documents, information, facilities, and staff. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by US DHS. 2. Subrecipients must give US DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by US DHS regulations and other applicable laws or program guidance.

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate US DHS officials and maintain appropriate backup documentation to support the reports. 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

C. Acknowledgment of Federal Funding from US DHS.

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

D. Activities Conducted Abroad.

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

E. Age Discrimination Act of 1975.

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, US Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

F. Americans with Disabilities Act of 1990.

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

G. Best Practices for Collection and Use of Personally Identifiable Information.

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. US DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the US DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy-pia-guidance-june2010.pdf and Privacy Template at http://www.dhs.gov/xlibrary/assets/privacy/privacy-pia-template.pdf, as useful resources respectively.

H. Civil Rights Act of 1964 - Title VI.

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. US DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

I. Civil Rights Act of 1968.

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the US Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. Part 100, Subpart D).

J. Copyright.

Subrecipients must affix the applicable copyright notices of 17 USC §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including federal award number) to any work first produced under federal financial assistance awards.

K. Debarment and Suspension.

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by US DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

L. Drug-Free Workplace Regulations.

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

M. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R.

Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

N. Education Amendment of 1972 (Equal Opportunity in Education Act - Title IX).

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. US DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

O. Energy Policy and Conservation Act.

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 USC § 6201 *et seq.*) which contain policies relating to energy efficiency that are defined in the state energy conservation plan in compliance with this Act.

P. False Claims Act and Program Fraud Civil Remedies.

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payments to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Q. Federal Debt Status.

Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

R. Federal Leadership on Reducing Text Messaging while Driving.

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

S. Fly America Act of 1974.

Subrecipients must comply with Preference for US Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

T. Hotel and Motel Fire Safety Act of 1990.

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in

whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. §2225.)

U. Limited English Proficiency. (Civil Rights Act of 1964, Title VI).

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the US DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide- meaningful-access-people-limited and additional resources on http://www.lep.gov.

V. Lobbying Prohibitions.

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

W. National Environmental Policy Act.

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.

It is US DHS policy to ensure the equal treatment of faith- based organizations in social service programs administered or supported by US DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual US DHS programs.

Y. Non-Supplanting Requirement.

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through nonfederal sources.

Z. Notice of Funding Opportunity Requirements.

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

AA. Patents and Intellectual Property Rights.

Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

BB. Procurement of Recovered Materials.

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

CC. Rehabilitation Act of 1973.

Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

DD. Reporting of Matters Related to Subrecipient Integrity and Performance.

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

EE. Reporting Subawards and Executive Compensation.

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

FF. SAFECOM.

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

GG. Terrorist Financing.

Subrecipients must comply with E.O. 13224 and US law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

HH. Trafficking Victims Protection Act of 2000 (TVPA).

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

II. Universal Identified and System of Award Management.

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

JJ. USA Patriot Act of 2001.

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.

KK. Use of US DHS Seal, Logo, and Flags.

Subrecipients must obtain US DHS's approval prior to using the US DHS seal(s), logos, crests or reproductions of flags or likenesses of US DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

LL. Whistleblower Protection Act.

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

MM. Disposition of Equipment Acquired Under the Federal Award.

When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

NN. Environmental Planning and Historic Preservation (EHP) Review.

US DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires Subrecipients to comply with all federal, state, and local laws. US DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by US DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act: National Historic Preservation Act of 1966, as amended: National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the US DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, US DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, the Subrecipient will monitor ground disturbance, and if any potential

archeological resources are discovered, the Subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and US DHS/FEMA.

OO. Changes to Title 2, Code of Federal Regulations.

The references in the FY 2020 BRIC NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf. The FY 2020 BRIC NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 BRIC NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 BRIC NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at https://www.fema.gov/grants/guidance-tools/2- cfr-2020.

PP. Construction Project Requirements.

1. Acceptance of Federal funding requires the Subrecipient to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. 2. Any change to the approved scope of work will require re-evaluation by FEMA for Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders. 3. If ground disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance and, if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

QQ. Copyright and Data Rights.

The Subrecipient is free to copyright any original work developed in the course of or under this Grant Agreement. The Subrecipient acknowledges that US DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authority others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a Subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The Subrecipient acknowledges that US DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.

RR. Remedies not noncompliance and Enforcement.

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

SS. Insurance.

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

TT. HMA Duplication of Benefits.

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Subrecipients from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Subrecipient, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

UU. Additional Non-Discrimination Requirements.

Subrecipients will ensure that no discrimination is practiced. Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

VV. Changes in Scope of Work.

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

WW. Recoupment of Funds.

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

XX. Reporting of Fraud.

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG).

YY. Record Retention.

Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).

4. Federal Assurances.

As the duly authorized representative of the Subrecipient, the authorized signer certifies that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Hatch Act (5 USC §§ 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- D. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327- 333), regarding labor standards for federally-assisted construction subagreements.
- E. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93- 205).
- F. Will comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to US DHS grants are listed below:
 - 1) Administrative Requirements:
 - a) Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") and US DHS regulations at 44 CFR § 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
 - 2) Cost Principles. The cost principles applicable to this grant originate from one of the following sources:
 - a) OMB Circular A-21, Cost Principles for Educational Institutions.
 - b) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - c) OMB Circular A-122, Cost Principles for Non-Profit Organizations.
 - Audit Requirements. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- G. Will assist the awarding agency in assuring compliance with Section 106 of the National

Historic Preservation Act of 1966, as amended (16 USC § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16USC §§ 469a-I et seq.). Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

- H. Will comply, if applicable, with all EHP laws and with 44 CFR Part 10 (or FEMA Directive Number: FD 108-1, Environmental and Historic Preservation Planning, Responsibilities and Program Requirements). If applicable to the Subrecipient's Project, the Subrecipient shall also complete an Environmental and Historic Screening Preservation Memo ("EHP Form") and submit it to the State. If the Subrecipient needs to apply for an EHP, approval will need to come from FEMA and the Project may not start until FEMA approves the Subrecipient's EHP Form and the Subrecipient receives the FEMA approval letter from the State.
- I. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT C – 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 electronical 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=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.