



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS’ HYBRID MEETING AGENDA Wednesday, November 8, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

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

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

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

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES
Health – Lori Kelley
Rural Transit – Chris Myers

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

5. APPROVAL OF MINUTES
November 1, 2023

4

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – November 8, 2023

7. REPORTS
None

8. NEW BUSINESS

- A. RATIFY PITNEY BOWES LEASE AGREEMENT FOR ELECTION CENTRAL** **11**
Fund Name: Election
Fund Number: 1215
Amount: \$841.11/quarterly or \$3,364.44/yearly
Presenter: Nicole Browne

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the lease to maintain the postage machine at the Election Central/Voter Registration Office.

- B. RATIFY EFFECT TV AGREEMENT FOR EARLY VOTING COMMERCIAL** **14**
Fund Name: Election
Fund Number: 1215
Amount: \$2,500
Presenter: Nicole Browne

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the Early Voting commercial.

- C. PEOPLE AND ANIMAL LEARNING SERVICES (PALS) MOU** **17**
Fund Name: LIT Special Purpose
Fund Number: 1114
Presenter: Vanessa Schmidt and Sara Jamieson

Youth Services Bureau along with PALS are requesting approval of an MOU outlining the unmounted equine activities provided at no-cost from PALS for YSB Binkley House Emergency Shelter residents.

- D. INDOT CHANGE ORDER #6 FOR SAMPLE ROAD, PH I** **23**
Fund Name: Sample Road, PH I
Fund Number: 8161
Amount: (\$2,120.78)
Presenter: Lisa Ridge

The project was bid with traffic being maintained on Old SR 37 Line S-1-A with temporary widening being constructed and the road section being completed in two phases 1A and 1B. See plan sheets 12 and 13 for bid phasing at this location. However, in the field the utility of Center Point high pressure gas was found to be in conflict with the temporary widening along the west side of Old SR 37 and there was not enough right of way for further relocation.

The time frame to relocate the utility would have been months and caused further delays. This change order adds Portable Signals to allow for construction and widening of Old SR 37 to maintain a single lane of traffic 24 hours a day or 7 days a week. See attached sketch of portable signal set up. Portable Traffic Signals are the only viable option with the area constraints and high traffic volume. The total cost

impact of this change order is a savings to the contract as Temporary Pavement Markings, Construction Signs, and Line Removal are all being decreased with the change.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
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Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, November 1 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Present, In Person

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. CALL TO ORDER BY COMMISSIONER GITHENS 10:04 am

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES 10:05 am

3. AGENDA AMENDMENT 10:06 am

Thomas made a motion to add item "C", Eubanks Retainer
Githens call for a voice vote.
Motion carried 3-0.

3. DEPARTMENT UPDATES 10:06 am
Health – Lori Kelley

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:09 am

Jim Shelton, Monroe County resident on behalf of Court Appointed Special Advocate (CASA)

5. APPROVAL OF MINUTES 10:11 am
October 25, 2023

Thomas made a motion to approve. Jones seconded.
Githens called for a voice vote.
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET 10:12 am
Accounts Payable – November 1, 2023
Payroll – November 3, 2023

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

7. REPORTS 10:13 am
Weights and Measures – Sept 16 – Oct 15, 2023

8. NEW BUSINESS

A. MEMORANDUM OF UNDERSTANDINGS WITH HOOSIER HILLS FOOD BANK AND PANTRY 279, INC. 10:14 am
Fund Name: ARPA
Fund Number: 8950
Amount: \$165,000
Presenter: Jeff Cockerill

Last week the Council Appropriated and the Commissioners amended the ARPA plan to include grants to both the Hoosier Hills Food Bank (\$100,000) and Pantry 279 (\$65,000). These MOU's reflect the expectations of the Grant.

Thomas made a motion to approve. Jones seconded.
Public comments:
Julio Alonso, Hoosier Hills Executive Director
Cindy Chavez, Pantry 279, Inc.
Githens called for a voice vote.
Motion carried 3-0.

B. ORDINANCE 2023-45 INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER/CONTROL 10:22 am
Fund Name: General
Fund Number: 1000
Amount: \$371,220.00
Presenter: Jeff Cockerill

This agreement is in the same basic format as it has been for a number of years. The county's cost is based upon core animal control functions allocated based on the number of animals whose origins are in Monroe County. The County will continue to provide service in Ellettsville.

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

- C. EUBANKS RETAINER** 10:24 am
Fund Name: County General
Fund Number: 1000
Amount: Not to exceed \$5,000
Presenter: Jeff Cockerill

Retainer agreement for Houston South Project

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

9. APPOINTMENTS 10:28 am

Thomas made a motion to appoint the following. Jones seconded.

Health Board

Dr. George Hegeman, 4-year term, ending 12.31.26

Githens called for a voice vote.
Motion carried 3-0.

10. ANNOUNCEMENTS 10:29 am

Times and Location for Early voting for the **2023 Municipal Election** as follows:

Monday – Friday, October 30 – November 3	8:00 am to 6:00 pm	Election Operations
Saturday, November 4	9:00 am to 4:00 pm	Election Operations
Monday, November 6	8:00 am to 6:00 pm	Election Operations
Tuesday, November 7	6:00 am to 6:00 pm	Polling Sites

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

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

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

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

- Wednesday, November 8, 1pm – 6pm**
- Friday, November 10, 10am – 3pm**
- Wednesday, December 13, 1pm – 6pm**
- Friday, December 15, 10am – 3pm**

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

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

TOWNSHIP TRUSTEE *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com .

11. ADJOURNMENT

The summary minutes of the November 1, 2023, Board of Commissioners' meeting were approved on November 8, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
November 1, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

1. Clerk, Nicole Browne

Pitney Bowes agreement for postage machine for Election Central

Fund Name: Election

Fund Number: 1215

Amount: \$841.11/quarterly, for 5 years

Thomas made a motion to approve. Jones seconded.

Githens called for a voice vote. Motion carried 3-0.

Pitney Bowes agreement for postage machine for Clerk's office

Fund Name: County General

Fund Number: 1000

Amount: \$1,114.38/quarterly, for 5 years

Githens asked that this item be brought back upon further review.

Effect TV agreement for early voting commercial

Fund Name: Election

Fund Number: 1215

Amount: \$2,500

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

2. Fleet and Building, Richard Crider

Riverway Plumbing proposal for plumbing repairs in the jail

Fund Name: 2022 GO Bond

Fund Number: 4815

Amount: \$8,285

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the lease to maintain the postage machine at the Election Central/Voter Registration Office.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Election/Voter Registration"/>	<input type="text" value="1215-30006-0010"/>	<input type="text" value="\$841.11/quarter (billed) or \$3,364.44 yearly"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Nicole Browne"/>	<input type="text" value="(812) 349-2614"/>

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

Attorney who reviewed:



Pitney Bowes Lease Agreement State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee MONROE COUNTY CLERKS OFFICE	Tax ID # (FEIN/TIN) 351732462
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Sold-To: Address

401 W 7TH STSTE 1, BLOOMINGTON, IN, 47404-3936, US

Sold-To: Contact Name Nicole Browne	Sold-To: Contact Phone # 812 349 5003	Sold-To: Account # 0017311262
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Bill-To: Address

301 N COLLEGE AVESTE 201, BLOOMINGTON, IN, 47404-3865, US

Bill-To: Contact Name Terri Bowman	Bill-To: Contact Phone # (812) 349-5003	Bill-To: Account # 0011401777	Bill-To: Email tbowman@co.monroe.in.us
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Ship-To: Address

401 W 7TH STSTE 1, BLOOMINGTON, IN, 47404-3936, US

Ship-To: Contact Name KAT REYNOLDS	Ship-To: Contact Phone # (812) 349-5005	Ship-To: Account # 0017311262
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PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro P SendPro 360 Ship Access
1	APSA	Connect+ 145 LPM Speed
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBA	MailCenter 1000
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display
1	SJM1	SoftGuard for SendPro P1000

1	STDLSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
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Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 280.37	\$ 841.11

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those located in the State of Indiana Contract 000000000000000000031988, Exhibit F the Pitney Bowes Terms, Exhibit H Software License, Subscription and Maintenance Agreements, and Exhibit I Fair Market Value Lease Agreement which are available at <http://www.pb.com/states> and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you to provide proof of insurance covering the replacement cost of the equipment.

000000000000000000031988
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Rebecca Shaw	rebecca.shaw@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

As a follow-up to last week's work session, we are seeking Commissioners' approval and signature for the Early Voting commercial.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk-Election"/>	<input type="text" value="1215-30006-0062"/>	<input type="text" value="\$2,500.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Nicole Browne"/>	<input type="text" value="(812) 349-2614"/>















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

Attorney who reviewed:

Montroe Country Clerk Gen Elec Early Voting 2023

Indianapolis Apr22 DMA Nielsen Live+7

Client:
 Buyer:
 Advertiser:
 Product:
 Sched Dates: 10/11/2023 - 11/6/2023
 Lengths: 30
 Dayparts: PS

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
2780, Bloomington IN										
APL										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$2.00	12	\$24.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$3.00	4	\$12.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$4.00	8	\$32.00
CMDY										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$2.00	8	\$16.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	1	4	\$7.00	4	\$28.00
CNN										
	M-Tu 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$5.00	2	\$10.00
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$4.00	12	\$48.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$8.00	4	\$32.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$10.00	8	\$80.00
	M 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$5.00	2	\$10.00
	M-Su 5a-9a	Various	10/11/23	11/6/23	30	2	4	\$5.00	8	\$40.00
DISC										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$3.00	12	\$36.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$11.00	8	\$88.00
FOOD										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	3	4	\$5.00	15	\$75.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	1	4	\$14.00	5	\$70.00
FX										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	3	\$2.00	12	\$24.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$11.00	8	\$88.00
FXNC										
	M-Tu 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$19.00	2	\$38.00
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$15.00	12	\$180.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$30.00	4	\$120.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	1	4	\$33.00	7	\$231.00
	M 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$19.00	2	\$38.00
	M-Su 5a-9a	Various	10/11/23	11/6/23	30	2	4	\$19.00	8	\$152.00
HALL										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	4	4	\$2.00	20	\$40.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$4.00	4	\$16.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$8.00	8	\$64.00
HGTV										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	3	4	\$6.00	14	\$84.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	3	\$15.00	3	\$45.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	1	4	\$19.00	7	\$133.00
ID										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$3.00	8	\$24.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$10.00	4	\$40.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$12.00	8	\$96.00
LIF										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	3	\$2.00	12	\$24.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$6.00	4	\$24.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$7.00	8	\$56.00
MNBC										
	M-Tu 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$3.00	2	\$6.00
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$3.00	12	\$36.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$6.00	4	\$24.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$8.00	8	\$64.00
	M 5a-9a	Various	10/11/23	11/6/23	30	0	1	\$3.00	2	\$6.00
	M-Su 5a-9a	Various	10/11/23	11/6/23	30	2	4	\$3.00	9	\$27.00
MTV										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$2.00	12	\$24.00
	M-Su 4p-7p	Various	10/11/23	11/6/23	30	1	4	\$4.00	4	\$16.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$5.00	8	\$40.00
TLC										
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	2	4	\$2.00	12	\$24.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	2	4	\$7.00	9	\$63.00
TRAV										

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.
 Indianapolis Apr22 DMA Nielsen Live+7
 Cable Zones: COMCAST, Bloomington IN

Source Field Codes
 TP = Time Period

Client:
 Buyer:
 Advertiser:
 Product:
 Sched Dates: 10/11/2023 - 11/6/2023

Lengths: 30
 Dayparts: PS

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
	M-Su 9a-4p	Various	10/11/23	11/6/23	30	3	4	\$2.00	16	\$32.00
	M-Su 7p-12m	Various	10/11/23	11/6/23	30	1	2	\$4.00	5	\$20.00

Totals 370 \$2,500.00

Grand Totals 370 \$2,500.00

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.
 Indianapolis Apr22 DMA Nielsen Live+7
 Cable Zones: CSMCAST, Bloomington III

Source Field Codes
 TP - Time Period

By signing below the undersigned represents that it is authorized to execute insertion orders or place advertising schedules on behalf of the above-named advertiser. The signatory also acknowledges the receipt of Effectv Terms and Conditions and that all insertion orders or schedules placed by or on behalf of Advertiser are subject to such Advertising Terms and Conditions located at:

<https://www.effectv.com/legal/advertiser-terms-and-conditions>

Accepted and Agreed

Advertiser: _____

Name: _____

Title: _____

Authorized Acceptance: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Youth Services Bureau along with PALS are requesting approval of an MOU outlining the unmounted equine activities provided at no-cost from PALS for YSB Binkley House Emergency Shelter residents.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="LIT SP"/>	<input type="text" value="1114"/>	<input type="text" value="\$0.00"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made between Monroe County Youth Services Bureau (“YSB”) and People and Animal Learning Services, Inc. (“Contractor”). This MOU sets the terms and understandings that each party has mutually agreed to:

The terms of the Agreement enlist PALS, as a contractor, to provide unmounted equine activities at the PALS facility located at 7644 West Elwren Road Bloomington, Indiana,. The following terms shall apply:

1. **Background:** Contractor seeks to partner with YSB to provide quality equine-assisted services for clients who are currently enrolled in YSB.
2. **Scope of services:** Contractor agrees to provide up to two (2) group sessions (for up to 10 youths) per week at designated times to be determined mutually by YSB and Contractor.
 - a. Contractor will provide instruction based on lesson plans that focuses upon an initial classroom instruction based upon a horse-related topic and ties into the groundwork for each lesson. The group lesson will then focus upon grooming and groundwork that connects the kids with horses to establish the human horse bond.
 - b. Contractor’s instruction will incorporate the Equipt curriculum which will focus upon the following topics:
 - i. Caring for Another/Horse markings;
 - ii. Trust/horse colors;
 - iii. Patience/horse behavior;
 - iv. Trust from Others/horse body parts;
 - v. Approaching Problems/horse feelings;
 - vi. Body Language/herd behavior;
 - vii. Being Present; and
 - viii. Fear
 - c. Contractor agrees to provide unmounted therapeutic programs with horses that is structured to accomplish the following objectives:
 - i. Promote joy, quality of life, better health, and empowerment.
 - ii. Provide new and enriching services to YSB clients in an environment that is caring, safe, and challenging.
 - iii. Provide YSB clients the opportunity to learn how to build trusting relationships, control impulses, and receive and reflect upon immediate feedback from horse(s) thus learning more about themselves and how their actions affect others.
 - iv. Provide YSB clients the opportunity to reach their highest potential by fostering growth, self-confidence, and individual achievements.
 - d. A PATH certified instruction employed by Contractor, will accomplish the above goals, by providing instruction that will allow YSB clients to develop an understanding of the following activities and/or concepts:

- i. Grooming and interacting with a horse from the ground (unmounted);
 - ii. Forming a bond and learning how to communicate with a horse;
 - iii. Leading horses;
 - iv. Receiving and reflecting on immediate feedback from horse; and
 - v. Learning about horses.
 - e. YSB will provide staff to assist with supervision of YSB clients during Contractor programming. YSB shall be responsible for transportation of YBS clients to and from PALS facility. YSB will cover all costs incurred for transportation related fees to and from the PALS facility.
3. **Social Media.** Both parties to this agreement mutually agree that Contractor will be allowed to share information about the partnership on Contractor’s social media accounts with the understanding that the names of participating YSB clients shall not be shared and that photographs shared shall not reveal the identity of and/or faces of YSB clients. Photographs of the horses, Contractor’s staff and volunteers are permitted.
4. **Reporting.** Attendance of YSB clients and number of clients per session will be recorded by Contractor to track the number of clients served for billing and grant purpose. YSB clients will complete an anonymous pre- and post- survey that gauges emotional state before and after PALS session.

YSB and Contractor can meet at the end of each session (Spring, Summer, Fall, and/or Winter) as needed to discuss program progress and to re view the effectiveness of the program.

5. **Term and Price.** This special programming is being supported by funding from the Sophia Travis Community Services Grant Award and a Donor. The grant funds will support a commitment to providing twenty-eight (28) one (1) hour-weekly sessions at the rate of \$250 per session. These twenty-eight (28) sessions will be provided to YSB at no cost, provided the cancellation policy is followed.

The MOU is intended for twenty-eight (28) consecutive one (1) hour weekly group ground sessions for up to ten (10) YSB participants. The sessions will occur after the date of execution of this Agreement and before the end of the calendar year of 2024. No programming will be scheduled during the holidays.

After the twenty-eight (28) sessions have been used and additional funding has been sourced, parties may extend MOU in accordance with Section 7 of this Agreement.

Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Invoices can be submitted to Vanessa Schmidt, Monroe County Youth Services Bureau, Deputy Director, at vschmidt@co.monroe.in.us and/or 615 S Adams St, Bloomington, IN 47403. YSB shall pay Contractor’s submitted invoices within forty-five (45) days of receipt.

6. **Cancellation Policy for Sessions.** Contractor strives to provide quality programming and has reserved time, staffing, horses, and resources to provide our services to your organization. If you do not show up for your scheduled session time, the full cost to provide the one (1) hour of service (\$250) will be charged for non-attendance or less than 24 hours' notice of cancellation. 24 hours is determined by your appointment time. (If your appointment is at 5:00 pm on Wednesday, it needs to be canceled by 5:00 pm on Tuesday.)

By signing this MOU, YSB agrees to the following cancellation policy:

- a) The authorized representative of the group, as designated in the company information form, will email attendance@palstherapy.org 24 hours prior to the lesson, the number of participants that will be attending the session.
- b) During the 10 weeks of programming, YSB will be given two excused absences. An excused absence requires a 24-hour notice of cancellation prior to the scheduled session. Cancellations must be sent to attendance@palstherapy.org.
- c) Emergency cancellations will be considered on a case-by-case basis and must constitute a true emergency.

Contractor reserves the right to cancel lessons due to extreme heat, cold, poor air quality, or severe weather. Contractor will make every effort to do so as early as possible. Cancelled lessons will be rescheduled at the mutual agreement of the parties.

7. **Modification and Termination.** This Agreement may only be modified mutually, including but not limited to an extension of term, and any modification must be in writing and approved in the same manner as this Agreement. This agreement may be terminated by either party by giving to the other, a (30) day notice in writing in advance of the intended date of termination.

8. **Notice.** Any notice to be given shall be directed as follows:

YSB
YSB Director
615 South Adams Street
Bloomington, Indiana 47403
(812) 349-2506

Contractor- PALS
Chris Herring
PO Box 1033
Bloomington, Indiana 47402
(812) 336- 2798
chris@palstherapy.org

9. **Liability Insurance.** YSB will provide Contractor with a certificate of liability insurance. Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

10. **Liability waiver.** Clients that are enrolled in the YSB program are eligible to participate in PALS programming. Prior to visiting PALS, all YSB participants must have a signed liability waiver, and waivers must be provided to Contractor.

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

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

12. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor’s noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:

- Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
- Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

13. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.

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

15. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

16. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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

Victoria Thevenow, YSB Director

Chris Herring, Executive Director

Date

Date

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

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The project was bid with traffic being maintained on Old SR 37 Line S-1-A with temporary widening being constructed and the road section being completed in two phases 1A and 1B. See plan sheets 12 and 13 for bid phasing at this location. However, in the field the utility of Center Point high pressure gas was found to be in conflict with the temporary widening along the west side of Old SR 37 and there was not enough right of way for further relocation. The timeframe to relocate the utility would have been months and caused further delays. This change order adds Portable Signals to allow for construction and widening of Old SR 37 to maintain a single lane of traffic 24 hours a day or 7 days a week. See attached sketch of portable signal set up. Portable Traffic Signals are the only viable option with the area constraints and high traffic volume. The total cost impact of this change order is a savings to the contract as Temporary Pavement Markings, Temporary Pavement Markings, Construction Signs, and Line Removal are all being decreased with the change.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sample Road, Phase I"/>	<input type="text" value="8161"/>	<input type="text" value="-\$2,120.78"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37596

AE:Wren, Rachel

Letting Date:04/07/2021

PE/S:Nelson, Paul

Status:Draft

Change Order Information

Date Generated: 08/10/2023

Change Order No.: 006

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Change of MOT due to gas utility within construction limits

Original Contract Amount \$ 4,967,500.00

Current Change Order Amount \$ -2,120.78

Percent: -0.043 %

Total Previous Approved Changes \$ 227,062.35

Percent: 4.571 %

Total Change To-Date \$ 224,941.57

Percent: 4.528 %

Modified Contract Amount \$ 5,192,441.57

Time Extension Information

Date Initiated 08/10/2023

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -37596

INDIANA

Date:10/17/2023

Change Order No:006

Department of Transportation

Page: 3

Contract: R -37596
 Project: 1400783 - State:140078300LC5
 Change Order Nbr: 006
 Change Order Description: Change of MOT due to gas utility within construction limits
 Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0041	1400783	0041	402-10084	TON	222.430	-41.000	C	Amount:\$ -9,119.63
Item Description: HMA FOR TEMPORARY PAVEMENT, B								
Supplemental Description1:								
Supplemental Description2:								
0097	1400783	0097	801-06203	LFT	0.990	-3946.140	C	Amount:\$ -3,906.67
Item Description: TEMPORARY PAVEMENT MARKING, 4 IN.								
Supplemental Description1:								
Supplemental Description2:								
0109	1400783	0109	808-06716	LFT	0.650	-1385.500	C	Amount:\$ -900.57
Item Description: LINE, REMOVE								
Supplemental Description1:								
Supplemental Description2:								
0230	1400783	0200	801-12081	LS	11,806.100	1.000	C	Amount:\$ 11,806.10
Item Description: PORTABLE SIGNAL								
Supplemental Description1: Three Portable Signals Superior Traffic Services PTD - 1000A								
Supplemental Description2:								

Total Value for Change Order 006 = \$ -2,120.78

Contract Completion Date Time Adjustment

Original Completion dt: 05/15/2023 Adj compl dt 06/09/2023 Adj No. of Days 25
 Explanation:

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
 General or Standard Change Order Explanation

The project was bid with traffic being maintained on Old SR 37 Line S-1-A with temporary widening being constructed and the road section being completed in two phases 1A and 1B. See plan sheets 12 and 13 for bid phasing at this location. However, in the field the utility of Center Point high pressure gas was found to be in conflict with the temporary widening along the west side of Old SR 37 and there was not enough right of way for further relocation. The timeframe to relocate the utility would have been months and caused further delays. This change order adds Portable Signals to allow for construction and widening of Old SR 37 to maintain a single lane of traffic 24 hours a day or 7 days a week. See attached sketch of portable signal set up. Portable Traffic Signals are the only viable option with the area constraints and high traffic volume. The LPA was involved in the evaluation process for the MOT change. Closing the road was not an option. The total cost impact of this change order is a savings to the contract as Temporary Pavement Markings, Temporary Pavement Markings, Construction Signs, and Line Removal are all being decreased with the change. The added EWA pay item is less than \$20,000. The pay item Portable Signal LS is the only pay item to be added to the contract. The cost of this item has been analyzed and reviewed for correctness and accuracy. The portable signals will be in place 24 hours per day for approximately 20 to30 days. Typical rental rates are at least \$15.00 per hour per unit. That would equal \$720.00 per day. The portable signals are being rented at \$250.00 per day. There is also the cost of \$3, 000.00 for delivery and removal and remote monitoring included in the LS cost. This cost is reasonable given typical low boy equipment delivery is \$2,000.00 - \$3,00.00 and remote monitoring a couple of labor hours per day. A time adjustment may be required and will be reviewed once the utility delay is analyzed and an appropriate number of days is determined.

Change Order Explanation for Specific Line Item

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It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contract No:R -37596

INDIANA

Date:10/17/2023

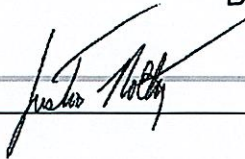
Change Order No:006

Department of Transportation

Page: 4

Contractor: Force Construction Co., Inc.

Signed By: _____

A handwritten signature in black ink, appearing to be "J. D. [unclear]", is written over the signature line.

Date: 10/25/2023

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37596
Change Order No:006

INDIANA
Department of Transportation

Date:10/17/2023
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S Paul Nelson

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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