



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
October 17, 2014
9:00 a.m.**

	Page Number
I. CALL TO ORDER	
II. PLEDGE OF ALLEGIANCE	
III. PUBLIC COMMENT	
IV. APPROVAL OF MINUTES	
A. October 3, 2014	01
V. APPROVAL OF PAYROLL AND CLAIMS	
VI. NEW BUSINESS	
A. Presentation of new RICOH Multi-Function Printer/Copier Contract	16
Executive Summary: This is a re-negotiation of our current copier fleet lease with RICOH. Between the lower lease cost and lower maintenance cost, it represents a \$1,517.04 per month savings over what we have been paying (a \$91,022.40 savings over the life of the lease). It additionally calls for us to retire 29 units to be replaced with brand new units.	
Fund Name: Copier/Lease	Fund Number: 1000-106-30.0014
Amount: \$9,102.40/month	
Eric Evans, Technical Services	
B. Notice of Award of Contract for a Solar PV Generating System for the Charlotte Zietlow Justice Center	30
Executive Summary: The Board of Commissioners had determined that Solar Energy Solutions has submitted the best proposal in response to the County's Request for Proposals for this project. The 70.45 KW solar PV system to go on the Justice Center has an estimated annual energy production of 95,900 kWh.	
Fund Name: 2014 GO Bond	Fund Number: 4803-000-40-0012
Amount: \$173,283	
Kevin Dogan, Legal Department	

- C. Police Protective Services at Community Corrections Agreements** **32**
Executive Summary: Public and county employee safety at the Johnson Hardware Building has been an ongoing concern with upwards of 280 offenders coming to Community Corrections between 7-9 a.m. for day reporting, urine drug screen collections, road crew, drug court, home detention and juvenile probation appointments. There have been numerous traffic jams on the alley resulting in road rage. Many offenders congregate on the alley and parking lots with reports of possible disorderly conduct and other criminal activity occurring. It has been proposed that an off-duty police officer be contracted to provide security for Community Corrections for the two hours daily during weekdays. County Council approved an additional appropriation of \$7,700 amount to cover the balance of 2014 for one officer contracted to provide security for 10 hours per week at \$35 per hour. A police secondary employer indemnity agreement and protective services agreement need to be authorized by the County Commissioners.
Fund Name: County General (Prob) **Fund Number:** 1121-226-30.0017
Amount: \$7,700
Troy Hatfield, Probation/Community Corrections
- D. Agreement with Monroe County Public Library on Behalf of CATS for 2015 Funding** **36**
Executive Summary: Fund 2502 is a revenue fund that results from the use of county infrastructure right of ways by cable company's. It is from this source of revenue the Commissioners help support the function of CATS. CATS in turn provides live coverage where available and taped coverage if not permitted, of Commissioner, Council, Planning Commission, BZA, and other public meetings as requested by the Commissioners; thus helping to ensure the transparency of Monroe County Government.
Fund Name: Cable Franchise **Fund Number:** 2502
Amount: \$239,305
Angie Purdie, Commissioners' Administrator
- E. Resolution 2014-21: A Resolution Establishing the 2015 Government Holiday Schedule** **40**
Executive Summary: Each year the Commissioners establish the following years government holiday schedule. This is the 2015 holiday schedule.
Angie Purdie, Commissioners' Administrator
- F. Contract with Owens Communications Regarding Sheriff's Department Communications and Vehicular Warning Equipment** **42**
Executive Summary: This service equipment is for maintaining Sheriff's Communications and Vehicle Warning equipment.
Fund Name: Cable Franchise **Fund Number:** 2502
Amount: \$1,020 monthly
Jeff Cockerill, County Legal
- G. Resolution 2014-22: A Resolution Authorizing the Entry by the Monroe County Commissioners into an Installment Contract and Taking Certain Other Actions Related Thereto (with GM Development)** **52**
Executive Summary: This agreement authorizes the President of the County Commissioners To execute an installment purchase agreement for the purchase of a Jail Emergency Evacuation Center and Parking Facility to be located on the County owned parking area located behind Charlotte T. Zietlow Justice Center. The Emergency evacuation Center shall be designed as a temporary secure housing facility in the event of an emergency at the jail, but will be designed as an appropriate work release site.
Fund Name: CUM Cap
Amount: TBD, Approx \$425,000 per year
Jeff Cockerill, County Legal

H. Stinesville Road Bridge #12: Supplemental Agreement No. 1 for Construction **57**
Engineering Services with Beam, Longest, & Neff, LLC
Executive Summary: Due to time extension of the contract for construction,
additional time is required for construction engineering services.
Fund Name: Cumulative Bridge **Fund Number:** 1135-448-30.0034
Amount: \$62,000
Bill Williams, Director, Public Works/Highway

I. Approval of Sophia Travis Grant Award Agreements for 2014 **62**
Executive Summary: On October 14, 2014, the County Council approved, via Resolution
2014-19, the recommendations of the Sophia Travis Community Service Grant Program
Committee for 2014. To receive the grant, the charitable organization must sign an agreement
with Monroe County as to the use of these funds for their project, as well as other terms and
conditions. Just prior to the meeting, it was learned that one of the applicants was unable to
proceed with their grant because their building had been sold, and they had nowhere else to
located. The total amount budgeted for this line is \$110,000; with the deletion of the Grace
Center, Inc. award of \$5,600, the balance to be awarded at this time is \$104,400.
Fund Name: County Council/Community Service Grant **Fund Number:** 1000-061-30.0012
Amount: \$110,000
R. Michael Flory, Council Attorney

VII. ANNOUNCEMENTS

VIII. ADJOURNMENT



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS
OCTOBER 3, 2014
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM**

The Monroe County Commissioners met in a regular meeting on October 3, 2014 at 9:00 a.m. with the following members present: Patrick Stoffers, President; Iris KIESLING, Vice President; and Julie Thomas, Member. Also present: Steve Saulter, Auditor; Bill Williams, Director of Public Works; Jeff Cockerill, County Attorney; Angie Purdie, Commissioners' Administrator; and Connie Axsom, Deputy Auditor.

I. CALL TO ORDER

This meeting was called to order by Patrick Stoffers.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Patrick Stoffers.

III. PUBLIC COMMENT

(Penny Caudill, Health Department) Today is our annual City-County Employee Blood Drive Challenge. The County employees have held that trophy for all but one year and we intend to keep it this year. It is a fun way to do a lot of good and in the end we are saving lives and donating blood.

Flu season is here. The two most important things people can do to prevent influenza is to get your flu shot and wash your hands with soap and water regularly. Washing your hands well is the best prevention you can do.

Annual Disease Intervention Specialist Recognition is today. With me today is Julie Hartley and she is our new DIS and is just starting this adventure. It is a very tough job and the DIS is often considered the backbone of the state and local STD and HIV programs. They serve a very critical role in reporting and ensuring people are treated adequately for these infections so we stop the spread. We have a 12 county jurisdiction for this program. She covers a lot of territory and the training is very intense and lengthy. Julie is ahead of schedule and is doing very well and we are proud to have her on our staff.

(John Moore)

Good Morning. My name is John Moore, currently serving as Chairman of the Board of the Perry Clear Creek Fire Protection District. I received a call from Mr. Stoffers Wednesday evening requesting that I tender my resignation from the Board of Trustees and save myself public embarrassment at their regularly scheduled meeting. I was both saddened and dismayed and asked him why. He stated that they were replacing the Board for a fresh start. I told him I would have to think about it and get back with an answer. My answer is no and in all fairness of the developing situation I requested at the very least a public hearing as to what or why the Board was being changed midstream. My term on the Board expires 12/31/2015. I have done nothing wrong.

I was appointed to this Board by Joyce Poling, Iris Kiesling, and Herb Kilmer eight years ago to fill a vacancy at the time. Joyce knew I came from a family that was dedicated to serve and give back to the community. I was happy and honored with appointment.

I have poured my heart and soul into making the Fire District the best it can be. I along with my fellow District Board member Mr. Roger Stewart have always tried to put Taxpayers first looking for any savings in cost to the District in the decisions we make as a Board. As you know we have spent countless hours in purchasing the land down at Station 21, getting the State law changed so we can save costs on borrowing money, and incorporating the existing building with the new addition, again to save the Taxpayer's money. We have made it a policy to use local people and businesses in our District especially on the Station 21 remodel when possible.

We as a District Board have strived to have the best trained and equipped personal and backed that up with equipment purchases and training classes. I

promised our Firefighters I would not send them into a dangerous situation without the proper tools and knowledge to perform the job at hand. The Board has backed that promise up with new gear, trucks, and a hovercraft for ice water rescues. I want all my Firefighters to come back to the Station safe and sound.

On July 25th the Board was called to the Commissioners for a special meeting. We were told there were problems that needed fixing, but no real specifics about the problems or a solution. The District Board uncovered several bad practices and possible violations of the FLSA laws. These violations occurred before I was appointed, but have been acted on and the District is now in compliance.

In the process of making the necessary changes, a small group of people became disgruntled and have made false accusations against me and the District Board. I will always follow the law. I am shocked to be put in this position today and feel in all fairness Roger and I should be heard and not given the boot out the door, especially in the middle of a major ongoing construction project. Since our last District Board meeting I have had to put up with untrue stories that I don't support our Volunteer Firefighters. The fact is we can't keep Volunteers because of the hostile atmosphere by a few individuals, although the District Board has tried to encourage recruitment and purchased gear for it. I have had a Board member make threats against the President of the United States in an official District Board meeting. There are many other examples I have had to deal with. It is not easy.

I am asking you today to let me continue serving on the District Board until my term expires next year to see the Station 21 remodel through. At the very least grant me a hearing so I can defend myself against charges I know nothing about. Mr. Stoffers did go on to say in our conversation he wished me well and hoped I would stay civilly engaged, that it was hard to find people to serve on public Boards. Why would I? Thank you.

(Stoffers) Thank you. Jeff, schedule it and public notice a hearing.

(Jeff Ellington, Recorder) The new online document service that will provide to subscribers, free to Monroe County residents, is up and running. This is a secure site and we've added a fraud alert system through the same company and both services are free to taxpayers. You can review the services that are available at www.doxpop.com. If you have any questions, you can e-mail me or talk to me after the meeting.

(Paul White) Recently I attended the Stinesville Festival. I wanted to say thank you to Bill Williams and all his staff and department. It is a fantastic bridge that I got to cross. It is a major improvement for safety and that is what government should be helping with is the safety of our citizens, traffic, everything. I want to thank the volunteers today. We have wonderful volunteer fire departments. Many thanks. Put their lives on the line for me. Thank you, gentlemen. If you want to do something to become great, then give of yourself to something greater than yourself.

(Roger Stewart, Perry Clear Creek Fire Protection Department) I was also asked to resign with the veiled threat of being embarrassed to stand in front of the TV camera to say I've lost my job on the board. You can pretty well tell I'm not afraid of the TV camera or being embarrassed. However, when I had reconsidered that, and it was simply to do with these fine gentlemen here and some of the other people in the audience here, that my text messages and e-mails became pretty {inaudible}. So I rescinded that and I would like to have my due process. I would like to know how one particular party can come forth with evidence that may be accurate or inaccurate that can cause somebody to be dismissed from a board. Please schedule me for a due process period and I appreciate it. Thank you.

(Jeff Crider) I wanted to say that we've been involved in the Perry Clear Creek Fire Station project and have dealt with Roger and some of the people down there as a subcontractor. I just wanted to say it has been a positive experience. I just wanted to let you know that. Thank you.

(Jim Comerford, Emergency Management Department) The Great Central US Shake Out earthquake exercise will take place on October 16, 2014 at 10:16 a.m. Indiana is a state that is at risk to earthquakes. You can minimize injuries by following the simple guidelines to drop, cover, and hold on. Most injuries occur from people trying to move or exits buildings during an earthquake and it is not recommended that you do. Follow our department by going to: <http://www.co.monroe.in.us/tsd/Community/EmergencyManagement.aspx> and through Twitter at <https://twitter.com/emaMonroe> and Facebook at <https://www.facebook.com/EmaMonroeIN>.

(Joedy Dillard) Good morning. Thank you for allowing public comment. Monroe County is good about that and I personally appreciate it. Today's politics is a mess. I don't know how anybody can belong to any party because it is full of backdoor politics and decisions made and it is just not fair. I guess I would want to ask based on these phone conversations Patrick that you made asking for these requests or for these resignations, at what public meeting were the Commissioners' at where they were allowed to make this decision?

(Stoffers) We meet every Tuesday from 2:00 to whenever and it is publically noticed.

(Dillard) So are there meeting minutes for these I would presume staff meetings?

(Stoffers) I don't know if they are prepared or not yet.

(Dillard) I would ask your legal representative, are there meeting minutes required for these staff meetings if they are public meetings? Where would we find these meeting minutes?

(Jeff Cockerill, County Legal) {inaudible}

(Dillard) Okay. Fair enough. Because what I am here about is public transparency. I, without a doubt, support these gentlemen, these firemen. Obviously, my son works there. My other son used to work there. He is with the City fire department now. So my interest is not necessarily vested, but it's huge. And, all I can say is give these guys their due process publically. Don't call them in and rake them over the coals and hope for them to resign, because whoever is giving you information the other side deserves their due process. I beg of you for that. This is what you are elected to do. There seems to be some aggression. Honestly, Patrick, I supported you in the past. You know I have. You are making it difficult for me because of your aggressiveness towards this issue. I do not see an open mind. I would appreciate an open mind and I would beg of you for that. With that said, I again thank you for this public time. I support these guys. They're not being given a fair shake. I have nothing against the other people that appear to be their opponents. I think they are all fine firemen. I think there is just a difference in opinion on modernizing a fire department, bringing it up to current standards, having good relations with other fire departments. This is not Indian Creek situation. There were things there not being done properly. We are not talking about serial meetings by human error and judgment in the states. It happens on every board, it has happened on this board, it happens on every board. It happens. It is a human nature mistake. At Indian Creek, you had things not being properly followed, training procedures and all this. It is vastly improved. Everything's vastly improved. Again, I have no ill will against the other gentlemen. I think they are all pro firefighters. I think there is a reluctance to become a modern day fire department. Thank you very much.

(Shane Chapman) Please forgive me, this is the first time I've ever spoke in a venue like this so excuse the nervousness. Career firefighter, came from the volunteer ranks for Perry Clear Creek. These guys have talked about the money they saved on the operational budget and the taxes. I would like to talk about the forward progress as far personnel issues. Three years, four years ago this department was one of the least trained, lowest trained in the county. Training was not encouraged. I personally was told by ex-chief, "You don't need that training, bud. You've been in several fires, you don't need that. Let someone else go." I was going to go on my own free will time, was told "no." Chief wouldn't sign off on it. They appointed Chief Dillard as training captain around that time. He's turned this department around to be one of the highest trained departments in the county. We recently put on two state funded training environments, rope rescue and vehicles ops machinery tech rescue, which multiple departments put people in that class. Free to the taxpayers and this board supported that. This board stepped in and saw a lack of management and fixed the problem. Every problem that they were presented with they fixed. They researched it, they came up with a plan, and fixed it. If they needed more money, they appropriated it. It didn't raise anything. Didn't raise any money to the taxpayer. They appropriated it, cut what needed to cut, raised where they needed to raise. If they made a mistake, they were advised of and fixed it immediately without hesitation, without argument. These two guys have done nothing wrong and Chief Dillard has done nothing wrong and they do deserve their due process.

(Craig Patnode) I'm with Perry Clear Creek Fire Department. I've been on this department since '97. I started off in the volunteer ranks. I am now a career firemen there. I'm a lieutenant on the department. Over the years I've seen a lot of changes on the board, the chiefs there. For years we had no money at all for training. We didn't have proper equipment. Since these gentlemen have been on board we have gotten all new turnout gear for our department. When we had a chief that did not seem to care what we had for gear, all of a sudden when he was getting ready to leave he decided to tell this board that our gear was no good. These guys bought us new gear. It did not affect us as taxpayers. I am a taxpayer in this jurisdiction also. They got us a hovercraft for ice water rescue for going out on ice. These gentleman have they ask us what we want, what we need for our department. They have helped us out getting a new station house going. We've had a lot of issues with that with different government entities. These guys have worked out those things with Monroe County. These guys actually care what goes on at our department. As you seen here today there's still one board member missing. That board member apparently may not care about it as much as these two gentlemen do. I take my job very literally and I care about my job. I protect myself for my kids, also. These gentlemen are here to help me protect myself while I do my job. These gentlemen have, whenever we've needed anything at all, been there for us. When it's come to budget restraints on health insurance, they work out the numbers and they keep it going for us. Where other departments in Monroe County have actually had to cut, we've not cut as much. They've helped us out a lot and I greatly appreciate them. I believe this is still the United States of American and you should have a chance to defend yourself against anyone, and that is the way I raised my kids. They should have a chance to defend themselves. In the last few weeks I've had some issues with a person in another county. The Monroe County Sheriff's Department came in and helped me out with this and I greatly appreciate our Sheriff's Department here. They did some awesome work for me and which was very stressful for me. I am also a volunteer on the Monroe County Dive Team. Some of us here volunteer on all different kinds of things in Monroe County. I've volunteered for years for the department here. I went on to the Sheriff's Department for the Dive Team and I do it for my church. There are things we all need to help out and these gentlemen are helping us out on our department. And maybe you guys need to come down and see what they have done for us and see what kind of equipment we've gotten. No offense, but I haven't seen any of you at our department to see what we actually do have. Thank you.

(Joe McWhorter) I've been on the fire department since we organized in '69. It is kind of hard to get up here and talk. I've addressed at least one of these gentlemen on the board about going around the chain of command. I was told he would back off going around the chain of command. We have a blue book that these guys signed up and established as rules and regulations and there is a chain of command that you follow that you do not go around. You do it in a business. You do any place you work. Roger knows about chain of command. You cannot go around a chain of command and expect to establish a department that is unified. I don't know, I've said it's hard to stand here and speak. I think a lot of this department. I think a lot of these guys here, but if you've got people causing insubordination amongst the fire department it's hard to get things worked out. So, that's all I've got to say.

IV. APPROVAL OF MINUTES

A. August 22, 20 2014

B. September 5, 2014

C. September 19, 2014

Kiesling moved to approve the minutes. Thomas seconded.

(Kiesling) We have two meetings that we recessed and re-established during staff time are not recorded on here and one of them does not even say they recessed at that time. The first one is the 5th of September. You'll see on page 23 that we recessed to September 9th at 2:00 p.m. to make an award for, I think, for Leonards Springs and Bill Williams will be able to give you the information. The second one is on the 19th of September. We recessed to the 23rd of September at 2:00 p.m. and we awarded of activities of Bridge #43. I think Bill Williams can give you the information on it. I know the second one we definitely did not have anyone taking information down. I also did not see that we had indicated that we had a recess. We need to follow up on that.

After a call for public comment, motion passed by unanimous voice vote.

V. APPROVAL OF PAYROLL AND CLAIMS

Kiesling moved to approve payroll and claims. Thomas seconded.

(Steve Saulter, Auditor) The Auditor's Office is asking that you approve the following: payroll and payroll-related claims of \$1,273,221.34; vendor claims of \$2,702,356.82, for a grand total of \$3,975,578.16.

(Kiesling) Angie, did you have a chance to review some of those.

(Purdie) {inaudible}

(Kiesling) Okay, thank you. I did not have time.

After a call for public comment, motion passed by unanimous voice vote.

VI. REPORTS

A. Weights and Measurers Monthly Report for August 16-September 15, 2014

B. Clerk of the Circuit Court Monthly Report – August 2014

Kiesling moved to accept the reports. Thomas seconded.

After a call for public comment, motion passed by unanimous voice vote.

VII. NEW BUSINESS

A. Request for Ratification of 3 Month Contract Extension Amendment for VOCA Grant

Fund Name: VOCA Grant

Fund Number: 8121-014

Amount: \$11,078

Kiesling moved to ratify. Thomas seconded.

(Beth Hamlin, Executive Director, Prosecutor's Office) This request is to amend our current contract for the Victim of Crimes Acts (VOCA) funding that we receive from Indiana Criminal Justice Institute (ICJI). The amendment was at the behest of ICJI, because the federal government has been delayed in getting the requests for proposal paperwork to them. The whole process for the new funding period has been delayed. What they've done is requested we extend our current contract by three months and then our new funding cycle will be a nine month period, if and when we are awarded that contract. There are no changes to the other terms other than the end date will now be December 31, 2014 and we'll receive the same level of funding for that one quarter. They have been very supportive of us. The current funding pays a portion of the salaries for three victim assistants in our office.

(Kiesling) How long have we had that?

(Hamlin) It's has been well over 20-25 years.

(Kiesling) That's good.

After a call for public comment, motion passed by unanimous voice vote.

B. Outdoor Warning Siren Installation at Ivy Tech

Fund Name: GO Bond

Fund Number: 4803

Amount: \$5,750

Kiesling moved to approve the contract for installation. Thomas seconded.

(Jim Comerford, Director, Emergency Management) This contract is with Pinnick Brother that used to be Current Electric out of Bedford. This contract is for the installation of the siren. It will take place as soon as Duke gets a pole put in for us, which is probably going to be the first of November. This is the contract we basically use for our sirens.

After a call for public comment, motion passed by unanimous voice vote.

C. Juvenile Detention Alternatives Initiative (JDAI) Grant

Fund Name: JDAI

Fund Number: 9122 & 9123

Amount: \$92,440

Kiesling moved to approve JDAI Grant. Thomas seconded.

(Christine McAfee, Probation/Community Corrections) This is a multi-agency collaborative. It is instituted through the state and has come to Monroe County. We are invited to be a participant in this and the objective of this program is to identify those youth that are being detained and ensure we are putting the right kids in the right place for the right length of

time is kind of their mantra. We started the process and we had a site assessment back in August, I think, where they came and talked to multiple County representatives. They talked to folks in the youth shelter, I know Iris was here, we had a Council person represented, and they talked to law enforcement. Just trying to get a sense of what the community safety level in Bloomington is with respect to youthful offenders, what options do we have for eliminating the use of security detention such as the youth shelter, house arrest, maybe explore some other options, and the state is providing us \$92,000 over the next 12 months to be able to start this process. The thing the state representatives like us to make sure that everyone understands that this is a process with really no end to it. It is the opportunity to look at what we are doing for our kids and figure out what we are doing that is great and what are we doing that needs some assistance.

(Kiesling) I think it is great and the County Council person that was there was Lee Jones. We were very pleased to participate. I believe we had a lot to add to it considering what the questions were. I'm delighted you got this grant and I think it is the right thing to do. I think I heard something on the news that this was coming along from the state level.

(McAfee) Eight new counties were invited in this last grant go around and that brings it to 19 counties. We are one of the few counties that doesn't actually have our own facility, so it will be kind of an interesting outcome to see how we are able to manage things differently because many of the counties already had facilities. So much of the work they needed to do was at that intake level process. Because we have a couple of other obstacles, it will be an exciting adventure. Again, it is collaborative. We have school representatives, law enforcement, Big Brothers and Big Sisters, we have CJAM. The thing this process really wants to emphasize is that this is a community issues. It needs to be a community response. We are at the forefront of it, but certainly we can't do it ourselves.

A call was made for public comment

(Paul White) When I was running for county council I was asked the question of whether I was in favor of the Juvenile County Option Income Tax (JCOIT) increase or not. In the speech I was making to this particular crowd, I said I was. I've seen issues for people whether they are juveniles or whether they are old people like me. When they come out of prison most of them come out with knowing how to be a better criminal than what they were when they went in. That is not for all of them. What I am pleased to see about the way our county is working for our youth in keeping them from going into incarceration is the fact that we are taking interest in the individual themselves. Because we are taking that interest and we are keeping them out of detention where they learn more criminal behaviors, I believe we are creating a better citizen. If we can do our best for our youth, whether it is from the judicial, the citizens, or any other aspect where we can encourage youth to stay away from bad behaviors then when they become adults they will be more likely to be better citizens of society, more productive citizens of society. I think that is what we want. We are all going to make mistakes. I have made gobs of them. The issue from making the mistake is are we going to learn from the mistake and grow and become a better person, better for people around us. I believe that is what this issue right here is doing. It is helping to make our youth better citizens, and they will become model citizens

because we as a community have taken interest in them to help them grown and mature.
Thank you.

An additional call was made for public comment. Motion passed by unanimous voice vote.

D. Agreement with LOW Associates for New Software for the Auditor's Office

Fund Name: Auditor's Ineligible Deduction

Fund Number: 000-30-0011

Amount: \$325,000

Kiesling moved to approve the agreement. Thomas seconded.

(Kevin Dogan, County Legal) Last month you approved an agreement with LOW Associates for the purchase of new software for the property division of the Auditor's Office and that is basically this agreement here today. That agreement included a form contract with LOW Associates and a number of exhibits that went along with that contract. The contract itself had been approved by the State Department of Local Government Finance (DLGF) because they are a party of the contract by statute. After the execution of this agreement, the contract with the exhibits went back to the DLGF for their approval. They had not apparently reviewed the exhibits prior to that time. The exhibits included a work plan for the conversion of data for this new software and the various schedules with respect to pricing and services. In reviewing those exhibits they found two items in the exhibits that were not acceptable to them and they notified LOW who notified us that the exhibits would have to be changed and thus the contract would have to be readopted with the new exhibits and that is what we are asking you to do today. The first of two changes is in the work plan. In section three, the original work plan indicated the agreement would be for a one-year term starting December 31 and going to the end of next year, and then would renew automatically for an additional 12 months unless either party notifies the other their intend to terminate. This provision was removed by DLGF. I believe it was removed because it's inconsistent with the language in the contract itself that basically says that either party can terminate the agreement at any time with 30 days notice. The other change was in the schedule of fees for the services. Schedule B provides a breakdown of the cost for software conversion, including a fee for Data Pit Stop which is the subcontractor for LOW Associates to do this work in the amount of \$10,000. The board of DLGF wanted specific language in there saying the contractor would pay this subcontractor's fee, so that has been inserted in to Schedule B. Those are the only two changes that have been made, but the DLGF would like this Board to readopt this agreement with these changes.

After call was made for public comment, motion passed by unanimous voice vote.

E. AIA B101-2007 Agreement between Monroe County and DLZ Indiana, LLC

Fund Name: GO Bond Capital Project

Fund Number: 4803

Amount: \$47,800

Kiesling moved to approve the agreement. Thomas seconded.

(Bill Wilson, Sheriff's Department) This contract with DLZ for the design and implementation of the projects in the jail that have been approved. One of those contracts is to be the addition of segregation cells downstairs. Since we have the psychologist on board now we are going to convert that and use those segregations cells as a mental health unit. In addition, we are upgrading the security panel. The components are so old that when we have to replace the parts we have to find them on e-bay. The document you have is so we can begin this process of getting these two projects completed.

A call was made for public comment. Kiesling called the question. Motion passed by unanimous voice vote.

F. Ratification of Agreement with Concrete Tune-Up, LLC

Fund Name: County Buildings

Fund Number: 1000-161

Amount: \$2,850

Kiesling moved to approve the agreement. Thomas seconded.

(Angela Purdie, Commissioners' Administrator) This actually piggy-backs with Bill Wilson's DLZ project. What this is doing is preparing the floor in the Curry Building so that we can move files that are presently in Charlotte Zietlow Justice Center over to the Curry Building.

(Kiesling) Any knowledge of when this is going to occur? The work and the movement?

(Purdie) This weekend is when they are planning on doing the work. As far as the move is concerned, we'll have to organize that after the work has been completed.

A call was made for public comment

(Paul White) Having been a household mover and moving things on floors and knowing all the issues. So the public would know, what are they trying to do to the floor? Are they wanting to bust it out and put in a new floor or are they just wanting to put a new surface down or exactly what?

(Purdie) They will be removing the carpet that is there currently and then they are going to be treating and preparing the concrete.

(White) Filling in the holes and dips and that kind of stuff?

(Purdie) Yes, because the filing system that is going to be moved into that particular area is actually gpo in to be anchored to the floor and we need to make sure the floor is nice and even and capable of taking up those structures. I felt that information would be necessary knowing what the cost was.

An additional call was made for public comment, motion passed by unanimous voice vote.

G. BMCMPPO Agreement for Services

Fund Name: Motor Vehicle Highway

Fund Number: 1176-530-10

Amount: \$18,000

Kiesling moved to approve the agreement. Thomas seconded.

(Bill Williams, Director, Public Works/Highway) This agreement is between Monroe County and the MPO. It will allow for salary reimbursements for services that the Highway Department provides the MPO. This work includes data collection and analysis required for our long term infrastructure management plan. The total eligible reimbursement for these services is \$18,000 which they will reimbursement us \$14,400 over the next two years.

(Stoffers) So net \$3,600.

(Williams) That total is \$14,400

After a call for public comment, motion passed by unanimous voice vote.

H. Ordinance 2014-32: An Ordinance to Amend Ordinance 86-6 by the Addition of a Stop Location at Beagle Lane for Barr Road

Fund Name: Highway

Kiesling moved to approve Ordinance 2014-32. Thomas seconded.

(Bill Williams, Director, Public Works/Highway) This ordinance will amend the County stop condition order by a new intersection and the traffic commission is recommending requiring that Beagle Lane stop for Barr Lane in the northwest part of Monroe County. All the proper engineering studies have been conducted and this comes to you with a unanimous recommendation from the traffic commission.

After a call for public comment, motion passed by unanimous voice vote.

I. Karst Farm Greenway, Phase 2B

Fund Name: GO Bond

Amount: \$5,700

Kiesling moved to approve. Thomas seconded.

(Bill Williams, Director, Public Works/Highway) This contract is between Bledsoe Riggert & Guerrettaz for the topographic survey and easement description in preparation for the purchase of an easement across property that will connect the north end of the Karst Farm Greenway to the abandoned railroad bed that is planned for future trail use. The agreement is in the amount of \$5,700. This will allow us to prepare appraisal later on for an eventual purchase of the easement.

After a call for public comment, motion passed by unanimous voice vote.

J. Mel Currie Road Bridge #43: Contract for Repair

Fund Name: Cumulative Bridge

Fund Number: 1135-459-30.0016

Amount: \$109,905

Kiesling moved to the contract for repair. Thomas seconded.

(Bill Williams, Director, Public Works/Highway) The bid for the repairs for Monroe County Bridge #43 was awarded on September 23, 2014 to E & B Paving Incorporated of Clarksville. This current contract will formalize that award. Work is anticipated to begin on October 13, 2014 and the contractor has 45 days to complete it. The contact amount total is \$109,905.

After a call for public comment, motion passed by unanimous voice vote.

K. Contract Agreement with Employee Benefit Corporation (EBC)

Fund Name: Payroll Withholding

Fund Number: 5200

Amount: \$3.75 per employee, per month

Kiesling moved to approve the contract. Thomas seconded.

(Purdie) This is a contract that we are requesting your approving pending legal review. This will replace our current flexible spending account vendor, which is Infinisource. This particular company is quite proficient in their interaction between the employee and the medical facilities with medical providers. Hopefully it will help to streamline some of the problems that our employees have experienced through Infinisource, but also be in compliance with the IRS regulations.

(Stoffers) Is that per employee or per participant?

(Purdie) Participant.

(Thomas) Should we amend our motion to say pending review by the legal department?

(Kiesling) So moved.

(Thomas) Second.

(Kiesling) And make the change that is it is per participant and not per employee.

(Cockerill) Our department will review it and get back with you.

VIII. ANNOUNCEMENTS

The Monroe County United Ministries are celebrating 75 years of service. They have been in service 1939 and was established by a group of local people and local churches which envisioned the organization would need to make some difference in low income families in Bloomington. They provide childcare, food pantry, social services and various other things. The organization has grown and evolved to meet changing community needs and today is known as Monroe County United Ministries.

The 5th annual Great Glass Pumpkin Patch will be on the courthouse lawn on October 11, 2014, from 10:00 a.m. to 3:00 p.m. Over 400 blown glass pumpkins will be spread out on the courthouse lawn.

The 47th annual Hilly Hundred weekend is scheduled for October 10, 11, and 12, 2014. The event is designed for touring cyclists. Over 5,000 will participant in the 3 day event. The headquarters will be Edgewood High School and each day the start time is 8:00 a.m. and the end time is 4:00 p.m. Please us caution when traveling on these days, especially as bicyclists will be riding throughout our county.

There will be a Trick or Treat Trail at RCA Community Park held October 18, 2014 from 1:00 p.m. to 4:00 p.m. The popular event is geared for ages 1-10 and includes a walk through wooded trail where characters and stories come to life.

Don't forget to participate in the earthquake exercise that is October 16, 2014 at 10:16 a.m.

Our next meeting is October 17, 2014 at 9:00 a.m. in the Nat U Hill Room of the Courthouse.

IX. ADJOURNMENT

This meeting was adjourned at 10:00 a.m.

Monroe County Commissioners

Ayes:

Nays:

Patrick Stoffers, President

Patrick Stoffers, President

Iris Kiesling, Vice President

Iris Kiesling, Vice President

Julie Thomas, Member

Julie Thomas, Member

Attest:

Steve Saulter, Monroe County Auditor

Date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Presentation of new RICOH multi function printer / copier contract

Fund Name: Copier / Lease

Fund Number: 1000-106-30.0014

Amount: \$9,102.40 / mo

Executive Summary:

This is a re-negotiation of our current copier fleet lease with Ricoh. Between the lower lease cost and lower maintenance cost, it represents a \$1,517.04 per month savings over what we have been paying (a \$91,022.40 savings over the life of the lease). It additionally calls for us to retire 29 units to be replaced with brand new units.

Date item will appear on the Commissioners' Agenda: October 17, 2014

Contact Person: Eric Evans

Phone Number: 812-335-7216

Presenter at Commissioner Meeting (if not contact person): Eric Evans

Office/Department: TSD

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Date:

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us



ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Service Only
Master Sale Agreement Date:			
Master Maintenance Agreement Date:			
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	MONROE COUNTY INDIANA		
Address Line 1:	501 N MORTON STREET - ROOM 200	Contact:	WENDY GOSS
Address Line 2:		Phone:	812 349 2130
City:	BLOOMINGTON	E-mail:	WGOSS@CO.MONROE.IN.US
ST / Zip:	IN 47404	County:	MONROE
		Fax:	

BILLING INFORMATION

Check All That Apply:			
☐ PO Included PO #	☐ PS Service (Subject to and governed by additional Terms and Conditions)		
☒ Sales Tax Exempt (Attach Valid Exemption Certificate)	☐ IT Services (Subject to and governed by additional Terms and Conditions)		
☐ Syndication	☐ Fixed Service Charge	☐ Add To Existing Service Contract #	

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency		Overage Billing Frequency			
60	MONTHLY		QUARTERLY			
Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages		Service Base (Per Base Billing Frequency)	
GOLD	B/W	500000	B/W	0.004500	\$	1,749.98
	Color	0	Color	0.040000		

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
SEE ATTACHED PAGE									

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

SHIP TO INFORMATION

Customer Name:			
Address Line 1:		Contact:	
Address Line 2:		Phone:	
City:		E-mail:	
ST / Zip:		County:	
		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

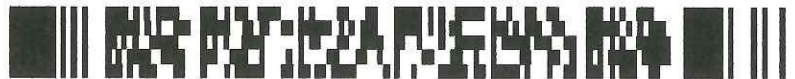
ORDER TOTALS

Service Type Offerings:	Product Total:
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :
Additional Provisions:	

After install of the new machines, current maintenance contract # 2648433 will be termed. Ending/Beginnng meters on the current machines will be provided when the new macines are installed and before existing contract is termed.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: 	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Version # 1.1



Addendum to Services Agreement

Compliance with Indiana Law.

Both parties agree and understand that, due to Monroe County being a public entity, it has additional rules and regulations that must be followed. To the extent that anything in the agreement contradicts State and Federal Laws rules and regulations, the County is authorized to act in conformance with those laws. This includes the confidentiality provisions in section 5.

Compliance with IC 5-22-16.5 et seq

RICOH affirms by its signature that it is in compliance with IC 5-22-16.5 et seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.

Compliance with the E-Verify Program

Pursuant to I.C. 22-5-1.7-3, AME will comply with IC 22-5-1.7-3. Specifically including the following:

- RICOH to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- RICOH 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.
- RICOH must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien

RICOH
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____ ATTEST: _____, 2014

Steve Saulter, Auditor

Maintenance Contract Attachment

Monthly Base Charge \$1749.98
B/W Monthly Allowance 500,000

B/W Overages Billed @ .0045
Color Usage Billed @ .04

B/W overage & Color Usage billed Quarterly

Department	Address	Machine Model	Ricoh ID#	Serial Number	B/W Base	Mo Base
Assessor (front old office location)	100 W Kikwood, Bloomington IN 47404	MP3351	12183076	V8315200699	1500	\$ 8.25
Assessor (Judy)	100 W Kikwood, Bloomington IN 47404	MP6002sp			10000	\$ 32.00
Assessor (Real Estate)	100 W Kikwood, Bloomington IN 47404	MP6002sp			12500	\$ 40.00
Assessor (front lobby area)	100 W Kikwood, Bloomington IN 47404	MP2852	12864854	W422LC01021	500	\$ 2.75
Auditor(front by door right)	100 W Kikwood, Bloomington IN 47404	MP6002sp			15000	\$ 48.00
Auditor (front by door left)	100 W Kikwood, Bloomington IN 47404	MP6002sp			25000	\$ 80.00
Human Resources	100 W Kikwood, Bloomington IN 47404	MP3351	12109592	V8305100908	1500	\$ 8.25
Legal	100 W Kikwood, Bloomington IN 47404	MP3353sp			2500	\$ 12.50
Recorder (Front)	100 W Kikwood, Bloomington IN 47404	MP6002sp			12500	\$ 40.00
Recorder (left side wall)	100 W Kikwood, Bloomington IN 47404	MP6001	12186218	V6915100891	7500	\$ 26.25
Commissioners	100 W Kikwood, Bloomington IN 47404	MPC5503			4850	\$ 26.67
Treasurer	100 W Kikwood, Bloomington IN 47404	MP6002sp			35000	\$ 112.00
TSO	501 N Morton, Bloomington IN 47404	MPC5503			4250	\$ 23.37
Highway	501 N Morton, Bloomington IN 47404	MPC5503			3500	\$ 19.25
Parks & Rec	501 N Morton, Bloomington IN 47404	MP5002sp	12884719	W533L100329	7500	\$ 37.50
Planning	501 N Morton, Bloomington IN 47404	MPC5503			3500	\$ 19.25
Building	501 N Morton, Bloomington IN 47404	MP6002sp			14000	\$ 44.80
Jail (4th fl processing)	301 N College, Bloomington IN 47404	MP 6001	12186847	W6915100014	5000	\$ 17.50
Jail (medical)	301 N College, Bloomington IN 47404	MP3351sp	12199956	V8315200672	1500	\$ 8.25
Jail (by the time clock)	301 N College, Bloomington IN 47404	MP 6001	12186182	V6915100919	5000	\$ 17.50
Jail (Karen and Angie)	301 N College, Bloomington IN 47404	MP6001	12186183	V6515100020	5000	\$ 17.50
Jail (Booking 1st fl)	301 N College, Bloomington IN 47404	MP6002sp			15000	\$ 48.00
Jail (1st fl processing)	301 N College, Bloomington IN 47404	MP6002sp			17500	\$ 56.00
Clerk- (Bookkeeping)	301 N College, Bloomington IN 47404	MP3351	12183078	V8315200677	1250	\$ 6.87
Clerk- (small claims)	301 N College, Bloomington IN 47404	MP6002sp			12500	\$ 40.00
Clerk (civil)	301 N College, Bloomington IN 47404	MP6002sp			13500	\$ 43.20
Clerk (mail room)	301 N College, Bloomington IN 47404	MP6001	12186153	V6915100051	5500	\$ 19.25
CT 311 (bad guy one)	301 N College, Bloomington IN 47404	MP3351	12186229	V8315200666	1750	\$ 9.62
CT 301 (inside to the left)	301 N College, Bloomington IN 47404	MP3351sp	20097714	V8315200679	1250	\$ 6.87
Judges Hall center (in center of Judge hall)	301 N College, Bloomington IN 47404	MP6002sp			11500	\$ 36.80
Judge Hall (next to C08)	301 N College, Bloomington IN 47404	MP6002sp			14500	\$ 46.40
Commissioners Court (CY RM 276)	214 W 7th, Bloomington IN 47404	MP6001	12186830	V6915100008	4500	\$ 15.75
Community Corrections - (front desk)	405 W 7th St, Bloomington IN 47404	MP201	12186146	W3009603012	500	\$ 3.75
Community Corrections - (field office)	405 W 7th St, Bloomington IN 47404	MP6002sp			18000	\$ 57.60
Community Corrections (downstairs)	405 W 7th St, Bloomington IN 47404	MP6002sp			16000	\$ 51.20
Community Corrections (upstairs rm 2)	405 W 7th St, Bloomington IN 47404	MP6001	12186154	V6915100923	3500	\$ 12.25
County Council	100 W Kikwood, Bloomington IN 47404	MP6001	12199951	V6915100262	5500	\$ 19.25
Court 204	301 N College, Bloomington IN 47404	MP2851	12106016	V8205600512	125	\$ 0.97
Court 205	301 N College, Bloomington IN 47404	MP2851	12141498	V8205600399	125	\$ 0.97
Courts 212	301 N College, Bloomington IN 47404	MP3351	12140519	V8305701064	1250	\$ 6.87
Courts 213	301 N College, Bloomington IN 47404	MP3351	12106978	V8305800305	1850	\$ 10.17
Court 7 Galvin	301 N College, Bloomington IN 47404	MP3351	12106130	V8305800301	2750	\$ 15.13
Court 9	301 N College, Bloomington IN 47404	MP6002sp			13500	\$ 43.20
Court Services	301 N College, Bloomington IN 47404	MPC5503			4775	\$ 26.26
Prosecutor* (hallway)	301 N College, Bloomington IN 47404	MPC5503			7500	\$ 41.25
Prosecutor - (in print room)	301 N College, Bloomington IN 47404	MP 6002sp			22500	\$ 72.00
Prosecutor (JB behind Jeremy Cooney)	301 N College, Bloomington IN 47404	MP3351	12186305	W8315200664	1350	\$ 7.42
Clerk's scanning	301 N College, Bloomington IN 47404	MP6002sp			10500	\$ 33.60
Sheriff (Squadroom)	301 N College, Bloomington IN 47404	MP201 spf	12186147	W3009603011	250	\$ 1.87
Sheriff - (Crystal Pure)	301 N College, Bloomington IN 47404	MP6001	12186151	V6915100044	11500	\$ 40.25
Sheriff (Joyce)	301 N College, Bloomington IN 47404	MP 6001	11170901	V6915100049	4500	\$ 15.75
Fairgrounds (4H building)	5700 W Airport Rd, Bloomington IN 47403	MP6001	12186828	V6915100921	5000	\$ 17.50
Fairgrounds	5700 W Airport Rd, Bloomington IN 47403	MP6001	12186217	V6915100054	5000	\$ 17.50
Extension Services	3400 S Walnut, Bloomington IN 47401	MP6002sp			32500	\$ 104.00
Health Services - (front copier room)	119 W 7th St, Bloomington IN 47404	MP 6002sp			14500	\$ 36.40
Health Services (Clinic)	119 W 7th St, Bloomington IN 47404	MP6001	12186232	V69151100930	6500	\$ 22.75
Veterans Affairs	214 W 7th, Bloomington IN 47404	MP3351	12186184	V8315200692	1250	\$ 6.87
Voter Registration	214 W 7th, Bloomington IN 47404	MP201	12183067	W3009603016	250	\$ 1.87
Probation - (front reception area)	214 W 7th, Bloomington IN 47404	MP201	12199916	W3009602986	250	\$ 1.87
Probation - (in copy room)	214 W 7th, Bloomington IN 47404	MP6001	12186233	V69151100892	4500	\$ 17.75
Probation - (in copy room)	214 W 7th, Bloomington IN 47404	MP 6002sp			9000	\$ 28.80
Probation- (Hall alcove)	214 W 7th, Bloomington IN 47404	MP201spf	12199991	W3009603013	300	\$ 2.25
Court (Family Court Colleen)	214 W 7th, Bloomington IN 47404	MP171spf	11719609	V4499603273	200	\$ 1.50
Public Defender	304 N Morton, Bloomington IN 47404	MP6002sp			12400	\$ 39.68
Sheriff Reserves	504 W 7th, Bloomington IN 47404	MP 6001	12186838	V6915100924	500	\$ 1.75
Soil & Water	1931 S Liberty, Bloomington IN 47403	MP3351	12183073	V8315200680	25	\$ 0.13
Youth Services - (main office)	615 S Adams, Bloomington IN 47403	MP 6001	12186829	V6915100889	3500	\$ 12.25
Youth Services (shelter)	615 S Adams, Bloomington IN 47403	MP6001	12183079	V6915100868	2000	\$ 7.00
					500000	\$ 1,749.98

Customer Initials _____

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule with Purchase Option

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and MONROE COUNTY INDIANA, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____, (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MONROE COUNTY INDIANA				WENDY GOSS			
Customer (Bill To) 501 N MORTON STREET				Billing Contact Name 501 N MORTON STREET - ROOM 200			
Product Location Address BLOOMINGTON MONROE IN 47404				Billing Address (if different from location address) BLOOMINGTON MONROE IN 47404			
City		County		State		Zip	
Billing Contact Telephone Number 812-349-2130				Billing Contact Facsimile Number		Billing Contact E-Mail Address WGOSS@CO.MONROE.IN.US	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP3353SP
6	RICOH MPC5503
22	RICOH MP6002SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 6865.00	Interest Rate 5.6 % per annum *(see note below)	Minimum Payment Billing Frequency ☐ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____
---	---	---	---	--

* Only applicable if the Purchase Option Price below is the \$1.00 Purchase Option.

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)
I.R.C. Section 103 Interest Tax Exempt: ☐ Yes
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#, etc.) _____

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:
(a) Purchase Option Price:

- ☐ Fair Market Value Purchase Option (plus any applicable tax)
☒ \$1.00 Purchase Option (plus any applicable tax)

Customer Initials
Page 1 of 2

- (b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then
- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.”;
 - (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product;
 - (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed; and
 - (iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.
4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.
5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
6. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: <u>X</u> _____ Authorized Signer Signature Printed Name: <u>X</u> _____ Title: <u>X</u> _____ Date: <u>X</u> _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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Proposed

Monroe County Proposed Solution and Cost

Department	Copier Type	Accessory	Ricoh ID#	Con fig Serial #	MFG Serial #	Status	Ave Mo BW Vol	Ave Color Vol	Current Meter	Install Date
Assessor (front old office location)	MP3351	4 Drawer, Finisher, Fax, Postscript	12183076	C24067348	V8315200699	Owned	3597		113500	2011
Assessor (Judy)	MP6002sp	Finisher, Fax, Postscript	New			Leased	5750		317800	2011
Assessor (Real Estate)	MP6002sp	Finisher, Fax, Postscript	New			Leased	12451		395750	2011
Assessor (front lobby area)	MP2852	Finisher, Cabinet, Postscript	12864854	C28009240	W4221C01021	Owned	1075		160980	2013
Auditor (front by door right)	MP6002sp	Finisher, Fax, Postscript	New			Leased	14889		372300	2011
Auditor (front by door left)	MP6002sp	Finisher, Fax, Postscript	New			Leased	23690		445650	2011
Building	MP6002sp	Finisher, Fax, Postscript	New			Leased	7150		204250	2011
Jail (4th fl processing)	MP 6001	Finisher, Fax, Postscript	12186218	C24067227	V6915100891	Owned	4500		1,250,000	2008
Jail (medical)	MP3351sp	2 Drawer, Cabinet, Fax, Postscript	12199956	C24067337	V8315200672	Owned	5550		139800	2011
Jail (by the time clock)	MP 6001	Finisher, Fax, Postscript	11170897	C24067228	V6915100223	Owned	9500		375000	2008
Jail (Karen and Angle)	MP6001	Finisher, Fax, Postscript	12183079	C24067241	V6915100868	Owned	1900		68700	2011
Jail (booking 1st fl)	MP6002sp	Finisher, Fax, Postscript	New			Leased	28145		990870	2011
Jail (1st fl processing)	MP6002sp	Finisher, Fax, Postscript	New			Leased	7275		249500	2011
Clerk- (Bookkeeping)	MP3351	4 Drawer, Finisher, Fax, Postscript	12183078	C24067347	V8315200677	Owned	10145		262130	2011
Clerk- (small claims)	MP6002sp	Finisher, Fax, Postscript	New			Leased	29110		795700	2011
Clerk (civil)	MP6002sp	Finisher, Fax, Postscript	New			Leased	8275		340270	2011
Clerk (mail room)	MP6001	Finisher, Fax, Postscript	12186847	C24067228	V6915100014	Owned	220		558730	2008
Commissioners Court (CY RM 276)	MP6001	Finisher, Fax, Postscript	12186183	C24067237	V6915100020	Owned	4550		786540	2008
Commissioners	MPC5503	Finisher, Fax, Postscript	New			Leased	5075	2890	270390	2011
Community Corrections - (front desk)	MP201	Cabinet	12186146	C24067305	W3009603012	Owned	985		18050	2011
Community Corrections - (field office)	MP6002sp	Finisher, Fax, Postscript	New			Leased	12650		559100	2011
Community Corrections (downstairs)	MP6002sp	Finisher, Fax, Postscript	New			Leased	4950		195200	2011
Community Corrections (upstairs rm 2)	MP6001	Finisher, Fax, Postscript	12186182	C24067230	V6915100919	Owned	8910		409000	2008
County Council	MP6001	Finisher, Fax, Postscript	12186830	C24067229	V6915100008	Owned	2110		295700	2008
Court 204	MP2851	Cabinet	12106016	C24055214	V8205600512	Owned	150		15010	2010
Court 205	MP2851	Cabinet	12141498	C24055213	V8205600399	Owned	125		5344	2010
Courts 212	MP3351	2 Drawer, Cabinet, Fax, Postscript	12140519	C24062839	V8305701064	Owned	1250		39300	2010
Courts 213	MP3351	2 Drawer, Cabinet, Fax, Postscript	12106978	C24057257	V8305800305	Owned	2585		106200	2010
Court 7 Galvin	MP3351	2 Drawer, Cabinet, Fax, Postscript	12106130	C24057258	V8305800301	Owned	5500		245000	2010
Court 9	MP6002sp	Finisher, Fax, Postscript	New			Leased	8250		265130	2011
Fairgrounds (4H building)	MP6001	Finisher, Fax, Postscript	12186174	C24067238	V6915100860	Owned	5500		1040950	2008
Fairgrounds	MP6001	Finisher, Fax, Postscript	12186828	C24067243	V6915100921	Owned	4230		584000	2008
Court Services	MPC5503	Finisher, Fax, Postscript	New			Leased	18725	225	469575	2011
Court (Family Court Colleen)	MP171sp	2 Drawer, Cabinet	11719609		V4498603273	Owned	575		31750	2010
CT 311 (bad guy one)	MP3351	4 Drawer, Finisher, Fax, Postscript	12186229	C24067349	V8315200668	Owned	2170		53950	2011
CT 301 (inside to the left)	MP3351sp	4 Drawer, Finisher, Fax, Postscript	20097714	C24067346	V8315200679	Owned	1575		59700	2011
Judges Hall center (in center of Judge hall)	MP6002sp	Finisher, Fax, Postscript	New			Leased	9425		294100	2011
Judge Hall (next to C08)	MP6002sp	Finisher, Fax, Postscript	New			Leased	5471		187500	2011
Extension Services	MP6002sp	Finisher, Fax, Postscript	New			Leased	23750		675000	2011
Health Services - (front copier room)	MP 6002sp	Finisher, Fax, Postscript	New			Leased	9080		283970	2011
Health Services (Clinic)	MP6001	Finisher, Fax, Postscript	12186153	C24067231	V6915100051	Owned	7605		437951	2008
Highway	MPC5503	Finisher, Fax, Postscript	New			Leased	5075	3430	303700	2011
Human Resources	MP3351	2 Drawer, Cabinet, Fax, Postscript	12109592	C24035714	V8305100908	Owned	3050		144675	2010
Legal	MP3353sp	4 Drawer, Finisher, Fax, Postscript	New			Leased	6470		251790	2011
Parks & Rec (installed 2/20/2013)	MP5002sp	4 Drawer, Finisher	12884719	R84017353	W5391L00329	Leased	7860		62750	2013
Planning	MPC5503	Finisher, Fax, Postscript	New			Leased	2109	2850	269000	2011
Probation - (front reception area)	MP201	Cabinet	12199916	C24067308	W3009602986	Owned	1450		50600	2011
Probation - (in copy room)	MP6001	Finisher, Fax, Postscript	12186217	C24067225	V6915100054	Owned	12540		1421490	2008
Probation - (in copy room)	MP 6002sp	Finisher, Fax, Postscript	New			Leased	12720		474300	2011
Probation- (hall alcove)	MP201sp	Cabinet	12199991	C24067309	W3009603013	Owned	2750		130170	2011
Prosecutor* (hallway)	MPC5503	Finisher, Fax, Postscript	New			Leased	10440	3290	460800	2011
Prosecutor - (in print room)	MP 6002sp	Finisher, Fax, Postscript	New			Leased	18490		702149	2011
Prosecutor (B behind Jeremy Cooney)	MP3351	4 Drawer, Finisher, Fax, Postscript	12186305	C24067540	V8315200664	Owned	1785		65960	2011
Clerk's scanning	MP6002sp	Finisher, Fax, Postscript	New			Leased	4270		423705	2006
Public Defender	MP6002sp	Finisher, Fax, Postscript	New			Leased	17180		615700	2011
Recorder (front)	MP6002sp	Finisher, Fax, Postscript	New			Leased	2899		524475	2008
Recorder (left side wall)	MP6001	Finisher, Fax, Postscript	11170901	C24067235	V6915100049	Owned	8760		1,113,560	2008
Sheriff (Squadroom)	MP201 spf	Cabinet	12186147	C24067306	W3009603011	Owned	3135		87330	2011
Sheriff - (Crystal Pure)	MP6001	Finisher, Fax, Postscript	12186151	C24067236	V6915100044	Owned	13700		511240	2008
Sheriff (Joyce)	MP 6001	Finisher, Fax, Postscript	12186232	C24067239	V6915100930	Owned	3075		410907	2008
Sheriff Reserves	MP 6001	Finisher, Fax, Postscript	12186233	C24067242	V6915100892	Owned	3256		810990	2008
Soil & Water	MP3351	Cabinet, Fax	12183073	C24067335	V8315200680	Owned	30		17410	2011
Treasurer	MP6002sp	Finisher, Fax, Postscript	New			Leased	36044		595670	2011
TSD	MPC5503	Finisher, Fax, Postscript	New			Leased	3530		141200	2011
Veterans Affairs	MP3351	Cabinet, Fax	12186184	C24067338	V8315200692	Owned	1775		55730	2011
Voter Registration	MP201	Cabinet	12183067	C24067307	W3009603016	Owned	250		28750	2011
Youth Services - (main office)	MP 6001	Finisher, Fax, Postscript	12186838	C24067240	V6915100924	Owned	3430		261139	2009
Youth Services (shelter)	MP6001	Finisher, Fax, Postscript	12186154	C24067244	V6915100923	Owned	3545		149200	2011
Surplus	MP6001	Finisher, Fax, Postscript	12199951	C24067232	V6915100262					
Surplus	MP6001	Finisher, Fax, Postscript	12186829	C24067234	V6915100889					
Surplus	MP6001	Finisher, Fax, Postscript	12186837	C24067233	V6915100266					
Surplus	MPC8501	Finisher, Fax, Postscript	12186181	C24067301	V7601200096					
Surplus	MPC8501	Finisher, Fax, Postscript	12199958	C24067303	V7601200337					
Surplus	MPC8501	Finisher, Fax, Postscript	12187228	C24065617	V7601100394					
Surplus	MPC8501	Finisher, Fax, Postscript	12186121	C24067300	V761000022					
Surplus	MPC8501	Finisher, Fax, Postscript	12199957	C24067299	V7601200335		498137	12185		

60 Month Lease		\$ 6,865.00
Base Monthly Maintenance		\$ 1,750.00
Includes 1,500,000 B/W per quarter		
Excess B/W billed at .0045		
Excess Color billed at .04		
Excess Monthly Copy Charges		\$ 487.40
B/W 500,000 base covers current B/W usage		\$ -
Color 12,185 @ .04		\$ 487.40
Proposed Total Monthly Cost		\$ 9,102.40

- Lease
- Base maintenance
} 2237.40

Lower Total Annual Cost by over \$ 18,200.00 - 15% Cost Reduction

Lower Monthly Lease

Lower B/W click rate by 30%

Lower Color click rate by 43%

Replace current leased machines with 29 New Units

Ricoh will give you ownership to existing leased units so the 6-8 year old Canon's can be replaced with them

Have extra units in Surplus for special needs (Treasurer Tax Printing), New locations, Emergency Back Ups

BILL OF SALE AND ASSIGNMENT

Ricoh USA, Inc., an Ohio corporation (hereinafter called "Grantor"), for the cash sum of Zero __ dollars (\$0), which shall be immediately due and payable by Grantee in immediately available funds upon its execution and delivery of this Bill of Sale (this "Agreement"), and intending to be legally bound, hereby grants, bargains, sells, assigns, sets over, conveys and transfers unto Monroe, County of Indiana hereinafter called "Grantee", all right, title and interest of Grantor in, to, under and pursuant to all of the assets as are set forth and described in Schedule A hereto (the "Assets"), together with any and all liabilities and obligations, known or unknown, absolute or contingent, whether due or to become due, regardless of when asserted, arising in respect of or relating to the Assets (collectively, the "Liabilities").

Grantee TO HAVE AND TO HOLD the Assets for its own and proper use thereof, forever.

THE ASSETS ARE HEREBY CONVEYED BY GRANTOR TO GRANTEE ON AN "AS-IS" AND "WHERE IS" BASIS, AND GRANTOR GRANTS, AND GRANTEE RECEIVES, NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, WITH RESPECT TO THE ASSETS. ANY AND ALL WARRANTIES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED BY GRANTOR.

Grantee hereby expressly assumes, and shall pay, perform, and discharge when due, any and all Liabilities. Grantee further agrees to indemnify, defend and hold Grantor harmless from and against any claims, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto, including, without limitation, reasonable attorneys' fees, directly or indirectly arising from or relating to (i) the use, operation or ownership by Grantee of the Assets, and/or (ii) the Liabilities.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Grantee any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Grantee.

This Agreement is executed by and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns.

This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Bill of Sale to be executed, delivered and effective as of this ____ day of _____, 20 14

GRANTEE

By: X
Name: X
Title: X
Date: X

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE A

Assets:

RICOH AFICIO MP2851SP, Serial V8205600512
RICOH AFICIO MP2851SP, Serial V8205600399
RICOH AFICIO MP7001, Serial V7015100407
RICOH AFICIO MP6001, Serial V6915100223
RICOH AFICIO MP6001, Serial V6915100891
RICOH AFICIO MP6001, Serial V6915100014
RICOH AFICIO MP6001, Serial V6915100008
RICOH AFICIO MP6001, Serial V6915100919
RICOH AFICIO MP6001, Serial V6915100054
RICOH AFICIO MP6001, Serial V6915100051
RICOH AFICIO MP6001, Serial V6915100262
RICOH AFICIO MP6001, Serial V6915100923
RICOH AFICIO MP6001, Serial V6915100266
RICOH AFICIO MP6001, Serial V6915100889
RICOH AFICIO MP6001, Serial V6915100049
RICOH AFICIO MP6001, Serial V6915100044
RICOH AFICIO MP6001, Serial V6915100020
RICOH AFICIO MP6001, Serial V6915100860
RICOH AFICIO MP6001, Serial V6915100921
RICOH AFICIO MP6001, Serial V6915100930
RICOH AFICIO MP6001, Serial V6915100924
RICOH AFICIO MP6001, Serial V6915100868
RICOH AFICIO MP6001, Serial V6915100892
RICOH AFICIO MP201SPF, Serial W3009603012
RICOH AFICIO MP201SPF, Serial W3009603013
RICOH AFICIO MP201SPF, Serial W3009603011
RICOH AFICIO MP201SPF, Serial W3009603016
RICOH AFICIO MP201SPF, Serial W3009602986
RICOH AFICIO MPC6501, Serial V7601100394
RICOH AFICIO MPC6501, Serial V7601200337
RICOH AFICIO MPC6501, Serial V7601200335
RICOH AFICIO MPC6501, Serial V7610100022
RICOH AFICIO MPC6501, Serial V7601200096
RICOH AFICIO MP3351SP, Serial V8315200685
RICOH AFICIO MP3351SP, Serial V8315200664
RICOH AFICIO MP3351SP, Serial V8315200677
RICOH AFICIO MP3351SP, Serial V8315200699
RICOH AFICIO MP3351SP, Serial V8315200672
RICOH AFICIO MP3351SP, Serial V8315200666
RICOH AFICIO MP3351SP, Serial V8315200692
RICOH AFICIO MP3351SP, Serial V8315200680

RICOH

RICOH AFICIO MP3351SP, Serial V8315200687
RICOH AFICIO MP3351SP, Serial V8315200671
RICOH AFICIO MP3351SP, Serial V8315200679
RICOH MP2852SP, Serial W422LC01021
RICOH AFICIO MP5002SP, Serial W533L100329

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	MONROE COUNTY INDIANA		
Contact Name:	WENDY GOSS	Phone:	812 349 2130
Address:	501 N MORTON STREET - ROOM 200		City:
State:	IN	Zip:	47404
		Fax/Email:	wqoss@co.monroe.in.us
Make	Model	Serial Number	Machine Status
see attached spreadsheet			

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Owned by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

☐ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

☐ **Buy Out Terms.** Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

(A) ☐ the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or

(B) ☐ the Payee identified below, an amount ("Buy Out Amount") equal to \$_____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE – COMPANY INFORMATION

Payee Name:		Attention To:	
Address:			
☐ W-9 included	☐ Third-Party Quote or Proof of Buy Out Included		
Mailing Method: (select one)	☐ Mail Check (regular)	☐ Overnight Check	

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: 
 Name: 
 Title: 
 Date: 

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

Monroe County Pick Ups

Signature 

Date 

Location	Address	Model	Service ID #	Config S/N	Mfg S/N
Jail (4th fl processing)	301 N College, Bloomington IN 47404	Canon IR5075	11160399	C24010866	CHL00813
Jail (by the time clock)	301 N College, Bloomington IN 47404	Canon IR5070	11160368	C24010839	XP36950
Clerk (mail room)	301 N College, Bloomington IN 47404	IR5050	11160362	C24010834	XP34916
Commissioners Court (CY RM 276)	214 W 7th St, Bloomington IN 47404	IR5070	11160365	C24010836	XP36974
Community Corrections (upstairs rm 2)	405 W 7th St, Bloomington IN 47404	Canon IR5070	11160363	C24010833	XP34902
County Council	100 W Kirkwood, Bloomington IN 47404	Canon IR5070	11160359	C24010830	XP35640
Fairgrounds (4H building)	5700 W Airport Rd, Bloomington IN 47403	Canon IR5070	11160373	C24010840	XP34892
Fairgrounds	5700 W Airport Rd, Bloomington IN 47403	Canon IR5070	11160361	C24010832	XP36976
Health Services (Clinic)	119 W 7th St, Bloomington IN 47404	Canon IR5070	11160371	C24010844	XP36953
Parks & Rec (machine moved to surplus 2/20/2013)	501 N Morton, Bloomington IN 47404	Canon IR5070	11160358	C24010829	XP35707
Probation - (in copy room)	214 W 7th St, Bloomington IN 47404	IR5070	11160367	C24010838	XP34894
Clerk's scanning	301 N College, Bloomington IN 47404	IR5570	10810572		SQL05801
Recorder (Front)	100 W Kirkwood, Bloomington IN 47404	Canon IR5070	11160366	C24010837	XP34913
Recorder (left side wall)	100 W Kirkwood, Bloomington IN 47404	Canon IR5070	11160364	C24010835	XP35828
Sheriff - (Crystal Pure)	301 N College, Bloomington IN 47404	Canon IR5070	11160377	C24010864	XP34895
Sheriff (Joyce)	301 N College, Bloomington IN 47404	Canon IR5070	11160374	C24010843	XP35568
Sheriff Reserves	301 N College, Bloomington IN 47404	Canon IR5070	11160369	C24010841	XP36944

Current Costs

Current Ricoh Solution and Cost

Department	Copier Type	Accessory	IKON ID#	C Serial #	MFG Serial #	Status	Ave Mo B/W Vol	Ave Color Vol	Current Meter	Install Date
Assessor (front old office location)	MP3351	4 Drawer, Finisher, Fax, Postscript	12183076	C24067348	V8315200699		3597		113500	2011
Assessor (lady)	MP 6001	Finisher, Fax, Postscript	12186218	C24067227	V6915100891		5750		317800	2011
Assessor (Real Estate)	MP 6001	Finisher, Fax, Postscript	11170897	C24067226	V6915100223		12451		395750	2011
Assessor (front lobby area)	MP2852	Finisher, Cabinet, Postscript	12664854	C28009240	V44221C01021		1075		160980	2011
Auditor (front by door right)	MP6001	Finisher, Fax, Postscript	12186847	C24067228	V6915100014		14889		373300	2011
Auditor (front by door left)	MP6001	Finisher, Fax, Postscript	12186182	C24067230	V6915100919		23690		445650	2011
Building	MP6001	Finisher, Fax, Postscript	12186830	C24067229	V6915100008		7150		204250	2011
Jail (4th fl processing)	Canon IR5075	Finisher	11160399	C24010866	CH00813		4500		1,250,000	2008
Jail (medical)	MP3351sp	2 Drawer, Cabinet, Fax, Postscript	12199956	C24067337	V8115200672		5550		199800	2011
Jail (by the time clock)	Canon IR5070	Finisher, Fax	11160368	C24010839	SXP36950		3500		375000	2008
Jail (Karan and Angie)	MP3351	4 Drawer, Fax, Postscript	12186281	C24067541	V8315200671		1900		68700	2011
Jail (Booking 1st fl)	MP6001	Finisher, Fax, Postscript	12186183	C24067237	V69151002020		28145		990870	2011
Jail (1st fl processing)	MP6001	Finisher, Fax, Postscript	12186174	C24067238	V6915100860		7275		243500	2011
Clerk - (Bookeeping)	MP3351	4 Drawer, Finisher, Fax, Postscript	12183078	C24067347	V8315200677		10145		262130	2011
Clerk - (small claims)	MP6001	Finisher, Fax, Postscript	12186828	C24067243	V6915100921		29110		795700	2011
Clerk (civil)	MP6001	Finisher, Fax, Postscript	12186153	C24067231	V6915100051		8275		340270	2011
Clerk (mail room)	IR5050	Finisher, Fax	11160362	C24010834	SXP34916		220		558730	2008
Commissioners Court (CY RM 276)	IR5070	Finisher, Fax	11160365	C24010836	SXP36974		4550		785540	2008
Commissioners	MP6501	Finisher, Fax, Postscript	12186181	C24067301	V7601200096		5075	2890	270390	2011
Community Corrections - (front desk)	MP201	Cabinet	12186146	C24067305	V3009603012		985		18050	2011
Community Corrections - (field office)	MP6001	Finisher, Fax, Postscript	12186154	C24067244	V6915100923		12650		559100	2011
Community Corrections (downstairs)	MP6001	Finisher, Fax, Postscript	12199951	C24067232	V6915100262		4950		195200	2011
Community Corrections (upstairs rm 2)	Canon IR5070	Finisher, Fax	11160363	C24010833	SXP34902		8910		409000	2008
County Council	Canon IR5070	Finisher, Fax	11160359	C24010830	SXP35640		2110		295700	2008
Court 204	MP2851	Cabinet	12160616	C24055214	V8205600512		150		15010	2010
Court 205	MP2851	Cabinet	12141498	C24055213	V8205600399		125		5344	2010
Courts 212	MP3351	2 Drawer, Cabinet, Fax, Postscript	12140519	C24062839	V8305701064		1250		99800	2010
Courts 213	MP3351	2 Drawer, Cabinet, Fax, Postscript	12106978	C24057257	V8305800305		2585		106200	2010
Court 7 Galvin	MP3351	2 Drawer, Cabinet, Fax, Postscript	12106130	C24057258	V8305800801		9500		245000	2010
Court 9	MP6001	Finisher, Fax, Postscript	12186217	C24067225	V6915100054		9250		265130	2011
Fairgrounds (4H building)	Canon IR5070	Finisher, Fax	11160373	C24010840	SXP34892		5500		1040950	2008
Fairgrounds	Canon IR5070	Finisher, Fax	11160361	C24010832	SXP36976		4230		584000	2008
Court Services	MP6501	Finisher, Fax, Postscript	12199957	C24067239	V7601200335		13725	225	469575	2011
Court (Family Court Colleen)	MP171sp	2 Drawer, Cabinet	12129609	C24067349	V4499603273		575		31750	2010
CT 311 (bad guy one)	MP3351	4 Drawer, Finisher, Fax, Postscript	12186229	C24067349	V8315200666		2170		53950	2011
CT 301 (inside to the left)	MP3351sp	4 Drawer, Finisher, Fax, Postscript	20097714	C24067346	V8315200679		1575		56700	2011
Judges Hall center (in center of Judge hall)	MP6001	Finisher, Fax, Postscript	11170901	C24067235	V6915100049		8425		294100	2011
Judge Hall (next to COB)	MP6001	Finisher, Fax, Postscript	12186151	C24067236	V6915100044		5471		167500	2011
Extension Services	MP7001	Finisher, Fax, Postscript	12199954	C24067248	V7015100407		23750		675000	2011
Health Services - (front copier room)	MP 6001	Finisher, Fax, Postscript	12186232	C24067239	V6915100930		9080		28970	2011
Health Services (Clinic)	Canon IR5070	Finisher, Fax	11160371	C24010844	SXP36953		7605		437951	2008
Highway	MP6501	Finisher, Fax, Postscript	12199956	C24067303	V7601200337		5075	3480	305700	2011
Human Resources	MP3351	2 Drawer, Cabinet, Fax, Postscript	12109592	C24035714	V8305100908		3050		144875	2010
Legal	MP3351sp	4 Drawer, Finisher, Fax, Postscript	12186834	C24067345	V8315200685		6470		251790	2011
Parks & Rec (installed 2/10/2013)	MP5002sp	4 Drawer, Finisher	12884719	C40017353	W5331100329		5100		62750	2013
Parks & Rec (machine moved to surplus 2/20/13)	Canon IR5070	Finisher, Fax	11160358	C24010829	SXP35707		2760		144875	2008
Planning	MP6501	Finisher, Fax, Postscript	12187228	C24065617	V7601100394		2100	2850	269000	2011
Probation - (front reception area)	MP201	Cabinet	12199916	C24067308	W3009602986		1450		50600	2011
Probation - (in copy room)	IR5070	Finisher, Fax	11160367	C24010838	SXP34894		12540		1421490	2008
Probation - (in copy room)	MP 6001	Finisher, Fax, Postscript	12186233	C24067242	V6915100892		12720		474300	2011
Probation - (Hall alcove)	MP201sp	Cabinet	12199991	C24067309	W3009603013		2750		130170	2011
Prosecutor* (hallway)	MP6501	Finisher, Fax, Postscript	12186121	C24067300	V761000022		10440	3290	460800	2011
Prosecutor - (in print room)	MP 6001	Finisher, Fax, Postscript	12186838	C24067240	V6915100924		18490		702149	2011
Prosecutor (IB behind Jeremy Cooney)	MP3351	4 Drawer, Finisher, Fax, Postscript	12186305	C24067540	V8315200664		1785		65900	2011
Clerk's scanning	IR5570	Finisher, Fax	10810572	C24067300	SQ05801		4270		423705	2006
Public Defender	MP6001	Finisher, Fax, Postscript	12183079	C24067241	V6915100868		17190		615700	2011
Recorder (Front)	Canon IR5070	Finisher, Fax	11160366	C24010837	SXP34913		2999		524475	2008
Recorder (left side wall)	Canon IR5070	Finisher, Fax	11160364	C24010835	SXP35828		8760		1,113,560	2008
Sheriff (Squadroom)	MP201 spf	Cabinet	12186147	C24067306	W3009603011		3135		87380	2011
Sheriff - (Crystal Pure)	Canon IR5070	Finisher, Fax	11160377	C24010864	SXP34895		18700		511240	2008
Sheriff (Joyce)	Canon IR5070	Finisher, Fax	11160374	C24010843	SXP33568		3075		410907	2008
Sheriff Reserves	Canon IR5070	Finisher, Fax	11160369	C24010841	SXP36944		3256		810990	2008
Soil & Water	MP3351	Cabinet, Fax	12183073	C24067339	V8315200680		30		17410	2011
Treasurer	MP6001	Finisher, Fax, Postscript	12186829	C24067234	V6915100889		36044		585670	2011
TSO	MP6001	Finisher, Fax, Postscript	12186837	C24067233	V6915100266		3590		141200	2011
Veterans Affairs	MP3351	Cabinet, Fax	12186184	C24067338	V8315200652		1775		55730	2011
Voter Registration	MP201	Cabinet	12183067	C24067307	W3009603016		250		29750	2011
Youth Services - (main office)	MP5000B	4 Drawer, Finisher, Fax	11802838	C24030020	M5695600208		3430		261138	2009
Youth Services (shelter)	MP3351	Cabinet, Fax, Postscript	12186317	C24067411	V8315200687		3545		149200	2011
							498137	12185		

60 Month Leases			
1016461A2		\$ 7,225.00	
1016461A3		\$ 69.25	
1016461A4		\$ 93.50	
Total Current Leases			\$ 7,387.75
Base Monthly Maintenance			
Includes 1,050,000 B/W per quarter			\$ 1,646.06
Excess B/W @ .004956			
Excess Color @ .069878			
Excess Monthly Copy Charges			
498,137 - 350,000 = 148,137 @ .004956		\$ 734.17	
12,185 @ .069878		\$ 851.46	
Currently Total Monthly Cost			\$ 10,619.44

- lease
3231.69 maint cost



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:

Include VENDOR's Name in title

Notice of award of contract for a solar PV generating system for the Charlotte Zietlow Justice Center

Fund Name: 2014 GO Bond

Fund Number: 4803-000-40-0012

Amount: \$173,283

Executive Summary:

The Board of Commissioners has determined that Solar Energy Solutions has submitted the best proposal in response to the County's Request for Proposals for this project. The 70.45 KW solar PV system to go on the Justice Center has an estimated annual energy production of 95,900 kWh.

Date item will appear on the Commissioners' Agenda: October 17, 2014

Contact Person: Kevin Dogan

Phone Number: 349-2525

Presenter at Commissioner Meeting (if not contact person):

Office/Department: Legal Dept.

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Kevin Dogan

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Kevin Dogan

Date:

Oct. 15, 2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

“Notice of Intent”

The “notice of intent” is a step in the Request for Proposal (RFP) process initiated by the Monroe County Commissioners to solicit vendors to provide the County with a solar photovoltaic generating system on the Charlotte Zietlow Justice Center roof.

This notice shall only serve as notice to the vendor of the Monroe County Board of Commissioners’ determination that it submitted the proposal determined to be most advantageous to the County that it will be awarded this project subject to the preparation of a contract that meets the approval of the Board.

Going forward in the RFP process the Monroe County Legal Counsel attempt to prepare an executable contract acceptable to the vendor that best serves the needs of Monroe County. Upon the completion of an executable contract the County Legal Counsel shall present the proposed contract to the Monroe County Commissioners for it to vote on whether to approve the contract in a meeting of the Board of Commissioners.

The Monroe County Board of Commissioners does hereby provide written notice of the intent of the Board of Commissioners to have its legal counsel work with Solar Energy Solutions to prepare a contract for Solar Energy Solutions to provide the County with a solar photovoltaic generating system on the Charlotte Zietlow Justice Center.

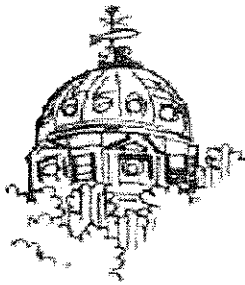
MONROE COUNTY BOARD OF COMMISSIONERS

By: _____

Patrick Stoffers, President

October 14, 2014

date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Police Protective Services at Community Corrections Agreements

Fund Name: County General (Prob)

Fund Number: 1121-226-30.0017

Amount: \$7,700

Executive Summary:

Public and county employee safety at the Johnson Hardware Building has been an ongoing concern with upwards of 280 offenders coming to Community Corrections between 7 AM and 9 AM for day reporting, urine drug screen collections, road crew, drug court, home detention and juvenile probation appointments. There have been numerous traffic jams on the alley resulting in road rage. Many offenders congregate on the alley and parking lots with reports of possible disorderly conduct and other criminal activity occurring. It has been proposed that an off duty police officer be contracted to provide security to

Date item will appear on the Commissioners' Agenda: 10-17-14

Contact Person: Tom Rhodes

Phone Number: 812-349-2000

Presenter at Commissioner Meeting (if not contact person): Troy Hatfield

Office/Department: Probation/Community Corrections

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Thomas A. Rhodes

Date: 10-15-14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

MONROE COUNTY COMMUNITY CORRECTIONS PROTECTIVE SERVICES AGREEMENT

Agreement made this ____ day of _____, 20____, between _____, ("Contractor") and Board of Commissioners of Monroe County ("Board"). The Contractor and Board mutually agree as follows:

1. **Project.** This agreement is to cover security and protective services at the Monroe County Community Corrections Building, 404 W. 7th Street, Bloomington, Indiana.
2. **Contractor Qualifications:** Per Indemnity Agreement with the Bloomington Police Department, the contractor will be a sworn police officer.
3. **Term.** Work schedule will be ongoing as directed and authorized by the Chief Probation Officer or Assistant/Deputy Chief Probation Officer.
4. **Cost.** The total cost of the work shall be \$35 per hour with schedule directed and authorized by Monroe Circuit Court Probation Department.
5. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
6. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
7. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
8. **Performance.** It is understood that the Contractor is an individual who shall perform the work. Contractor may subcontract or otherwise assign these work to another.
9. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.

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

10. **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.

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

12. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

	Board of Commissioners of Monroe County
"Contractor"	"Board"

by	

Date _____	ATTEST: _____, 2014
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Steve Saulter, Auditor

INDEMNITY AGREEMENT

WHEREAS, Monroe County (hereinafter, "County") desires to employ off-duty City of Bloomington, Indiana (hereinafter, "City") police officer(s), specifically those listed at the bottom of this Agreement, for private security services; and

WHEREAS, prior to the use of the off-duty City police officer(s) noted at the bottom of this Agreement, the City requires the County to meet certain indemnification requirements;

NOW THEREFORE, for and in consideration of the City's consent to allow the County to utilize the off-duty police officer(s) noted at the bottom of this Agreement for private security services, the County agrees as follows:

1. The County shall indemnify and hold harmless the City, its officers, employees, agents and representatives from any and all damages, injuries, deaths, costs, attorney's fees, expenses, losses or liabilities, arising out of the private security services performed by the off-duty City police officer(s) noted at the bottom of this Agreement for the off-duty officer. Nothing in this paragraph would absolve the personal liability of the off-duty officer performing the service.
2. The indemnity shall commence at the time and on the date the services of the City's police officer(s) noted at the bottom of this Agreement by the County begins, and shall extend for the actual times and dates of such provision of services. Contracts between the County and the off-duty City police officer(s) noted at the bottom of this Agreement, written or oral, of all durations are covered under this indemnification to the extent the private security services are provided by the off-duty City police officer(s) noted at the bottom of this Agreement for the County.
3. For purposes of this Agreement, the term "private security" includes any of the following services provided in plainclothes or in City uniform as part of an off-duty engagement with a private person or public agency: private security guard, patrolperson, private investigation or surveillance, traffic control, bodyguard or other security or law enforcement related services

Name(s) of City police officer(s) germane to this Agreement:

County:

Name and Address of County

Telephone Number

Email Address

Printed Name of Owner/Authorized Agent

Position/Title of Owner/Authorized Agent

Signature of Owner/Authorized Agent

Date of Signature



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Agreement with Monroe County Public Library on behalf of CATS for 2015 funding

Fund Name: Cable Franchise

Fund Number: 2502

Amount: \$239,305.00

Executive Summary:

Fund 2502 is a revenue fund that results from the use of county infrastructure right of ways by cable company's. It is from this source of revenue the Commissioners help support the function of CATS. CATS in turn provides live coverage where available and taped coverage if not permitted, of Commissioner, Council, Planning Commission, BZA, and other public meetings as requested by the Commissioners; thus helping to ensure the transparency of Monroe County Government.

Date item will appear on the Commissioners' Agenda: 10-17-14

Contact Person: Angie

Phone Number: 2553

Presenter at Commissioner Meeting (if not contact person):

Office/Department: Commisisoners

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Angela Purdie

Date: 10-15-14

2015 TELECOMMUNICATIONS FUNDING AGREEMENT

Agreement entered into between the Board of Commissioners of Monroe County, ("County") and the Monroe County Public Library ("Library"), on behalf of its Community Access Television Services department (CATS), effective on the date last written below.

SECTION I. Funding

(a) County shall contribute the sum of Two Hundred Thirty Nine Thousand Three Hundred and Five and 00/100s Dollars (\$239,305) for calendar year 2015, payable in equal quarterly installments of Fifty Nine Thousand Eight Hundred and Twenty Six Dollars and 25/100s (\$59,826.25), to partially fund the operational expenses of CATS.

(b) Library may use this contribution for salaries and equipment necessary to provide services in accordance with this Agreement. Library will submit a signed claim voucher for each quarterly installment which will be processed in accordance with the County's usual practice for payments.

SECTION II. Public Meetings

Where the meeting location permits, CATS shall telecast live coverage of regular meetings of the Monroe County Commissioners, Monroe County Council, Monroe County Planning Commission, Board of Zoning Appeals, the State of the County Address and other public meetings as requested by the Monroe County Commissioners. Where the meeting location does not permit live coverage, CATS shall contemporaneously videotape the meeting and cablecast it at the earliest time following the meeting which its schedule allows. Each of the meetings will be replayed at least twice during the week following the original cablecast. The times for replay will be predetermined and supplied to the *Herald Times* for its TV schedule publication.

Section III. Special Programming

CATS will cooperate with the Monroe County Commissioners and other county departments to produce and cablecast at least quarterly, a program titled "Your County at Work." The program shall be replayed at least twice monthly during the month in which it is originally cablecast.

Section IV. Non-partisan Programming

(a) A partisan political program or event is one in which only one political party or candidate is represented, and whose principal purpose is the advocacy of a particular candidate, slate of candidates or party platform or the criticism of an opposing candidate, slate of candidates or party platform. Examples include political party dinners or organizational meetings, fundraisers, and announcements of candidacy for office. CATS crews shall not be used in the program production of partisan political events, nor shall the public meeting channel (currently Channel 14) be used to cablecast such partisan political events; provided however, that CATS may elect to separately telecast primary election candidate forums for each political party where all candidates for contested offices within that party have been invited, and where scheduling time permits the telecast of similar candidate forums of opposing political parties.

(b) This section shall not be construed to prohibit the production or telecast of a political party caucus or convention which is required by Indiana election law to nominate candidates or fill candidate vacancies. Further, this section shall not be construed to prevent members of the public who are not affiliated with Library from using Library facilities and equipment for any programming permitted by

state and federal law, and which is consistent with Library access policies.

SECTION V. Reports

(a) Monthly Report -CATS will provide the County a monthly report of its programming and activities which will include an hour report of its public meetings coverage.

(b) Financial Report -CATS will provide the County at least annually, and more often upon request, a financial report which shall summarize the utilization of the County's contributions.

SECTION VI. Records

Library will permit the County to examine and copy all records and documents related to the funding provided by this Agreement. Library further agrees to maintain accounting procedures and record keeping in a form acceptable to the State Board of Accounts and will retain those records as required by state law or State Board of Accounts policy.

SECTION VII. Non-discrimination

(a) Library affirms that it is an equal opportunity employer, and will not discriminate on the basis of race, color, national origin, sex, age, ancestry, religion or disability in the hiring, upgrading, discipline, training and compensation of its employees. Breach of this provision may result in termination of this Agreement.

Section VIII. Term

This agreement shall govern services provided from January 1, 2015 through December 31, 2015, and shall thereafter be automatically renewed from year to year unless either party gives written notice of its intention to terminate by October 1 of each succeeding year. The funding provided by this Agreement may be adjusted by mutual agreement, but all such funding is subject to an appropriation by the Monroe County Council.

Section IX. Verification of Work Status

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Section X. Investment Activities in Iran

The Library affirms by its signature that it is in compliance with Indiana Code 5-22-16.5 et. seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.

“County”

Board of Commissioners of Monroe County

Date: _____

Iris F. Kiesling, President

Julie Thomas, Vice President

Patrick Stoffers, Commissioner

ATTEST:

Steve Saulter, Auditor

“Library”

Monroe County Public Library

Date: _____

Valerie Merriam, President, Board of Trustees

Sara Laughlin, Director

Michael White, Manager
Community Access Television



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Resolution establishing the 2015 Government Holiday Schedule

Fund Name:

Fund Number:

Amount:

**Executive
Summary:**

Each year the Commissioners establish the following years government holiday schedule. This is the 2015 holiday schedule.

Date item will appear on the Commissioners' Agenda:

10/17/14

Contact Person:

Angie Purdie

Phone Number:

2553

Presenter at Commissioner Meeting (if not contact person):

Office/Department:

Commisisoners' Office

County Legal Review required prior to submission of this form:

Attorney Name who reviewed:

Not necessary

Is this a grant request? Yes

☐

No

☒

New or current Grant? New

☐

Current

☐

Grant application uploaded into the Grant Navigator (required) Yes

☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed:

Angie Purdie

Date:

10/15/17

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

RESOLUTION 2014- 21

WHEREAS, it is necessary to designate Holidays for county employees; and

IT IS THEREFORE RESOLVED AND ESTABLISHED that the scheduled Holidays for Monroe County Employees for the year 2015 are as follows:

New Year's Day	Thursday, January 1, 2015
Day after New Year's Day	Friday, Jan 2, 2015
Martin Luther King, Jr. Day	Monday, January 19, 2015
President's Day	Monday, February 16, 2015
Good Friday	Friday, April 3, 2015
Primary Election Day	Tuesday, May 5, 2015
Memorial Day	Monday, May 25, 2015
Independence Day (observed)	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Columbus Day	Monday, October 12, 2015
General Election Day	Tuesday, November 3, 2015
Veterans' Day	Wednesday, November 11, 2015
Thanksgiving Day	Thursday, November 26, 2015
Day after Thanksgiving	Friday, November 27, 2015
Day before Christmas	Thursday, December 24, 2015
Christmas Day	Friday, December 25, 2015

New Year's Day	Friday, January 1, 2016
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DATED: October 17, 2014

MONROE COUNTY BOARD OF COMMISSIONERS

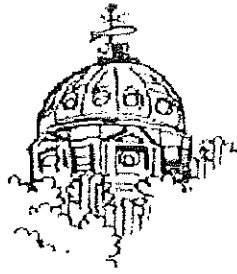
Patrick Stoffers, President

Iris Kiesling, Vice President

Julie Thomas, Member

ATTEST:

Steve Sautter, Monroe County Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Contract With Owens Communications regarding Sheriff's department Communications, and Vehicular Warning Equipment

Fund Name: Cable Franchise

Fund Number: 2502

Amount: \$1,020 monthly

Executive Summary:

This Service equipment is for maintaining Sheriff's Communications and Vehicle Warning equipment.

Date item will appear on the Commissioners' Agenda: 10/17/14

Contact Person: Jeff Cockerill

Phone Number: 2525

Presenter at Commissioner Meeting (if not contact person):

Office/Department:

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Jeff Cockerill

Date:

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

SERVICE AGREEMENT

Monroe County Sheriff's Department
Communications, and Vehicular Warning Equipment

September 1, 2014

to

August 31, 2015



Bloomington:
671 S. Landmark Ave., Suite B
Bloomington, IN 47403
Phone: (812) 339-6308
Fax: (812) 339-6320

Columbus:
1815 21st Street
Columbus, IN 47201
Phone: (812) 376-9652
Fax: (812) 339-9752

Lexington:
2331 Fortune Drive, Suite #210
Lexington, KY 40509
Phone: (859) 293-1675
Fax: (812) 339-9752

Louisville:
1621 W. Main Street
Louisville, KY 40203
Phone: (502) 561-8007
Fax: (859) 299-8130

www.OwensCommunications.com



PROVEN WIRELESS SOLUTIONS

Service Agreement – Terms and Conditions

Owens Communications, Inc. ("OCI") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby OCI will provide to Customer either (1) maintenance, support, or other services under a OCI Service Agreement, or (2) installation services under a OCI Installation Agreement, either (1) maintenance, support, or other services under a OCI Service Agreement, or (2) installation services under a OCI Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by OCI. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

- 4.1. OCI will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, OCI may also provide additional services at OCI's then-applicable rates for the services.
- 4.2. If OCI is providing Services for Equipment, OCI parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by OCI will be followed.
- 4.3. If Customer purchases from OCI additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by OCI, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify OCI in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which OCI receives the written notice, additions, or changes in the inventory shall be an ongoing process, and will effect the cost of this coverage.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments, intrinsically safe equipment that is not identified, will not be covered by this agreement.
- 4.6. If Equipment cannot, in OCI's reasonable opinion, be properly or economically serviced for any reason, OCI may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify OCI of any Equipment failure. OCI will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. OCI has no obligations for any transmission medium; such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When OCI performs service at Customer's location, Customer will provide OCI, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from OCI or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that OCI may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays, items specified in the inventory for Emergency service will have service available 24/7 365 days a year for a failure of the unit that creates an unsafe situation (complete failure of critical component, entire console system, repeater) emergency service calls are not covered for non-critical components such as a headset jack failure, instant recall recorder, interference on channels, etc. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by OCI in rendering the Services, Customer agrees to reimburse OCI for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide OCI with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with OCI.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, OCI will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse OCI for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of OCI) by any governmental entity.

Section 9. WARRANTY

OCI warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require OCI to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. OCI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to OCI will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, OCI will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, OCI's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT OCI WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY OCI PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain OCI's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at OCI's request. Customer may not disclose, without OCI's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

(to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, OCI may adjust the price of the Services to reflect its current rates.

17.8. If OCI provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at OCI's then effective hourly rates.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to OCI will be deemed secret or confidential. OCI will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any OCI patent, copyright, trade secret, or other Intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither OCI nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of OCI or its subcontractors without the prior written authorization of OCI. This provision applies only to those employees of OCI or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by OCI for the purpose of this Agreement will be and remain the sole property of OCI. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to OCI upon request. This property will be held by Customer for OCI's use without charge and may be removed from Customer's premises by OCI at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. OCI may subcontract any of the work, but subcontracting will not relieve OCI of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, OCI may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event OCI separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), OCI may, without the prior written consent of the other Party and at no additional cost to OCI, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and OCI and its affiliates, to the extent applicable) following the Separation Event.

Service Agreement – Statement of Work

1. Description of Services

- a. Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to original equipment manufacturer, third party vendor, or other facility for repair. The terms and conditions of this Statement of Work (SOW) are an integral part of Owens Communications, Inc. Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2. Owens Communications, Inc. (OCI) has the following responsibilities:

- a. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by OCI.
 - i. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). OCI is responsible for travel costs to a Customer location to repair Infrastructure.
 - ii. Perform the following on Infrastructure:
 - 1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 3. Verify that Infrastructure is returned to manufacturer specifications.
- b. Provide the following service on select third party Infrastructure
 - i. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate
 - ii. sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - iii. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - iv. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- c. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Service Commitment Times Document. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- d. Notify the Customer upon completion of repair or replacement.
- e. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3. Customer has the following responsibilities:

- a. Contact Servicer and provide the following information:
 - i. Provide customer name, address of site location, and symptom of problem.
 - ii. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- b. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- c. Cooperate with OCI and perform all acts that are reasonable or necessary to enable OCI to provide Local Infrastructure Repair services to Customer.
- d. Assist in maintaining the inventory of current covered equipment, so that adjustments can be made for new equipment, lost equipment, equipment being retired.

Service Agreement - Authorization

Customer Name: Monroe County Sheriff's Department
Attention: James Kennedy, Sheriff
Billing Address: 301 North College Avenue
City, State, Zip: Bloomington, IN 47404
Customer Contact: Captain Troy Thomas
Phone:
Fax:
E-mail:

Start Date: 9/1/2014
End Date: 8/31/2015
Anniversary Day: 9/1/2015
Payment Cycle: 12 Monthly Payments
Taxable: No

Payment Frequency Options:

_____	Annual Payment (1):	\$12,240.00
_____	Semi-Annual Payment (2):	\$6,120.00
_____	Quarterly Payment (4):	\$3,060.00
_____ X _____	Monthly Payment (12):	\$1,020.00

Discount	QPA or List less 10%
Labor Technician	\$75.00
Labor Installer	\$50.00
Car Build (Marked)	650
Car Build Admin / Det	550
Removal	150

I have reviewed all pages of this agreement, and fully understand the services that will be provided to me under this agreement.

Authorized Customer Signature	Title	Date
-------------------------------	-------	------

Customer (Printed Name)	PO Number (if Applicable)
-------------------------	---------------------------

Owens Communications, Inc. - Authorized Representative	Title	Date
--	-------	------

Addendum to Services Agreement

Compliance with Indiana Law.

Both parties agree and understand that, due to Monroe County being a public entity, it has additional rules and regulations that must be followed. To the extent that anything in the agreement contradicts State and Federal Laws rules and regulations, the County is authorized to act in conformance with those laws. This includes the confidentiality provisions in section 5.

Compliance with IC 5-22-16.5 et seq

Owens Communications affirms by its signature that it is in compliance with IC 5-22-16.5 et seq., and does not knowingly engage in investment activities in Iran by providing goods or services worth \$20,000,000 or more in value to the energy sector of Iran.

Compliance with the E-Verify Program

Pursuant to I.C. 22-5-1.7-3, AME will comply with IC 22-5-1.7-3. Specifically including the following:

- Owens Communications to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
- Owens Communications 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.
- Owens Communications must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien

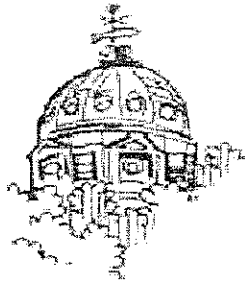
Owens Communications
"Contractor"

Board of Commissioners of Monroe County
"Board"

by _____

Date _____ ATTEST: _____, 2014

Steve Saulter, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

A RESOLUTION AUTHORIZING THE ENTRY BY THE MONROE COUNTY COMMISSIONERS INTO AN INSTALLMENT CONTRACT AND TAKING CERTAIN OTHER ACTIONS RELATED THERETO (with GM DEVELOPMENT)

Fund Name: CUM CAP **Fund Number:** **Amount:** TBD, Approx 425,000 per year

Executive Summary:

This agreement Authorizes the President of the County Commissioners to execute an installment Purchase agreement for the purchase of an Jail Emergency Evacuation Center and Parking Facility to be located on the County owned parking area located behind Charlotte T. Zietlow Justice Center. The Emergency Evacuation Center shall be designed as a temporary secure housing facility in the event of an emergency at the jail, but will be designed as an appropriate work release site.

Date item will appear on the Commissioners' Agenda: 10/17/14

Contact Person: Jeff Cockerill **Phone Number:** 2525

Presenter at Commissioner Meeting (if not contact person):

Office/Department:

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded:

Federal:

State:

Local Match:

Signed: Jeff Cockerill

Date:

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

RESOLUTION NO. 2014-22

**A RESOLUTION AUTHORIZING THE ENTRY BY THE MONROE COUNTY
COMMISSIONERS INTO AN INSTALLMENT CONTRACT AND
TAKING CERTAIN OTHER ACTIONS RELATED THERETO**

WHEREAS, the County of Monroe, Indiana, (the "County") has considered the entry by the County into an installment contract (the "Installment Contract") with GM Development Companies LLC or an affiliate thereof (the "Developer"), for the purchase of a new emergency evacuation, work release, and parking facility in the County (the "Project"); and

WHEREAS, the Developer and the County will enter into a Project Agreement (the "Project Agreement"), which generally outlines Developer and County responsibilities with respect to the development of the Project; and

WHEREAS, the County has complied with the provisions of Indiana Code § 5-22-6 required for the purchase by the County of services in the Installment Contract; and

WHEREAS, the County and Developer will work together to insure compliance with the provisions of Indiana Code § 36-1-12 required for the purchase by the County of construction in the Installment Contract; and

WHEREAS, the parties intend that the Installment Contract shall be payable from: (i) county cumulative capital development fund tax revenues received by the County pursuant to Indiana Code § 36-9-14.5 (the "Cumulative Capital Fund Revenues"); and (ii) any other revenues legally available to the County to the extent Cumulative Capital Fund Revenues are ever insufficient to make payment due on the Installment Contract; and

WHEREAS, it is anticipated that the Developer will seek financing from a lender (the "Lender") for the construction and development of the Project to be purchased by the County pursuant to the Installment Contract; and

WHEREAS, the County will relocate utilities as required to make preparation for the construction and development of the Project; and

WHEREAS, the County now desires to authorize the County to enter into the Installment Contract and the Project Agreement, to execute and deliver any agreements, acknowledgements or assignments as may be requested by the Developer's Lender and to take any other action necessary to consummate the purchase of the Project pursuant to the Installment Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. Authorization of Installment Contract. The County hereby approves entry by the County into the Installment Contract and the Project Agreement. Such agreement are subject to approval by the Monroe County Legal Department.

SECTION 2. Pledge of Cumulative Capital Fund Revenues. The County hereby pledges the Cumulative Capital Fund Revenues received by the County pursuant to Ind. Code § 36-9-14.5 to the payments due under the Installment Contract. The County hereby pledges the Cumulative Capital Fund Revenues pursuant to Ind. Code § 5-1-14-4, and this pledge shall be binding from the time this Resolution is adopted. The Cumulative Capital Fund Revenues received by the County are immediately subject to the lien of this pledge without any further act.

SECTION 3. Appropriation of Available Revenues. To the extent Cumulative Capital Fund Revenues are ever insufficient to make payment due on the Installment Contract, the County hereby agrees, subject to annual appropriation, to utilize any other legally available revenues to make payment on the Installment Contract.

SECTION 4. Parity Obligations. The County reserves the right to authorize and issue additional obligations, payable from the Cumulative Capital Fund Revenues or otherwise pledge the Cumulative Capital Fund Revenues to secure lease rental payments or other obligations, ranking on a parity with the pledge made to the Installment Contract (such bonds, lease rental payments or other obligations, "Parity Obligations"), subject to the following conditions precedent:

(1) Any such Parity Obligations shall not cause the County to exceed its debt limitation under Article 13, Section 1, of the Indiana Constitution as of the date of issuance.

(2) All interest and principal payments with respect to the Installment Contract and any outstanding Parity Obligations shall have been paid in accordance with their terms.

(3) Either: (1) the Cumulative Capital Fund Revenues of the County in the fiscal year immediately preceding the issuance of the additional Parity Obligations shall be not less than one hundred twenty-five percent (125%) of the maximum annual payment requirements of the Installment Contract and the annual interest and principal requirements of the then outstanding Parity Obligations and the additional Parity Obligations proposed to be issued; or (2) the Cumulative Capital Fund Revenues for the first full fiscal year immediately succeeding the issuance of any such additional Parity Obligations shall be projected by a certified public accountant to be at least equal to one hundred twenty-five percent (125%) of the maximum annual payment requirements due on the Installment Contract and the annual interest and principal requirements of the then outstanding Parity Obligations and the additional Parity Obligations proposed to be issued.

For purposes of this subsection, the records of the County shall be analyzed and all showings prepared by a certified public accountant or independent financial advisor employed by the County for that purpose.

Except as otherwise provided in this Section, so long as any of the Installment Contract is outstanding, no bonds or other obligations secured by pledge of any portion of the Cumulative Capital Fund Revenues of the County shall be authorized, executed or issued by the County

except such as shall be made subordinate and junior in all respects to the payments due on the Installment Contract, unless all of the Installment Contract is prepaid and retired coincidentally with the delivery of such bonds or other obligations.

SECTION 5. Execution of Installment Contract and Related Documents. The President of the Monroe County Board of Commissioners is hereby authorized to execute and deliver, for and on behalf of the County, the Installment Contract, the Project Agreement and any and all other documents necessary to consummate the Project, including any agreements, assignments and acknowledgements requested by the Lender.

SECTION 6. Other Actions. The County hereby authorizes the President of the Monroe County Board of Commissioners, for and on behalf of the County, to negotiate, execute and deliver, in the name and on behalf of the County, any other documents, including closing certificates, agreements or other documents related to the Installment Contract, the Project Agreement or the Project, and take any other actions as they deem necessary or desirable to effect the foregoing resolutions, and any such documents and certificates theretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

SECTION 7. No Conflict. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed. After the issuance of the execution of the Installment Contract and so long as the Installment Contract remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended, nor shall the County adopt any law, ordinance or resolution which in any way adversely affects this Resolution.

SECTION 8. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 9. Effectiveness. This Resolution shall be in full force and effect from and after its passage.

[SIGNATURE PAGE FOLLOWS]

ALL OF WHICH IS PASSED AND RESOLVED THIS ____ DAY OF OCTOBER
2014, BY THE OF COMMISSIONERS OF MONROE COUNTY, INDIANA.

COUNTY OF MONROE, INDIANA,

Patrick Stoffers

Iris F. Kiesling

Julie Thomas

ATTEST:

Steve Saulter, Auditor



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

The Commissioners will not accept this item for their Board of Commissioners

Meeting if this form is not completely filled out.

Title of item to appear on the agenda:
Include VENDOR's Name in title

Stinesville Road Bridge #12; Supplemental Agreement No. 1 for construction engineering services with Beam, Longest & Neff, LLC.

Fund Name: Cumulative Bridge

Fund Number: 1135-448-30.0034

Amount: \$62,000

Executive Summary:

Due to time extension of the contract for construction, additional time is required for construction engineering services.

Date item will appear on the Commissioners' Agenda: October 17, 2014

Contact Person: Bill Williams

Phone Number: (812)349-2577

Presenter at Commissioner Meeting (if not contact person): same

Office/Department: Public Works / Engineering

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: Jeff Cockerill

Is this a grant request? Yes ☒ No ☐

New or current Grant? New ☐ Current ☒

Grant application uploaded into the Grant Navigator (required) Yes ☒

TOTAL Amount of grant money to be awarded: \$49,600

Federal: \$49,600

State: \$0

Local Match: \$12,400

Signed:

Bill Williams

Digitally signed by Bill Williams
DN: cn=Bill Williams, o=Monroe County, ou=Highway
Department, email=bwilliams@co.monroe.in.us, c=US
Date: 2014.10.15 09:22:40 -0400

Date:

October 15, 2014

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this 17th day of October, 2014, by and between Monroe County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8126 Castleton Road, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated May 3, 2013, to provide professional engineering services for the construction observation on the replacement of Monroe County Bridge No. 12, Stinesville Road over Jacks Defeat Creek, and,

WHEREAS, the CONSULTANT desires to update the billing rates in the Agreement due to a new INDOT approved audited overhead rate and the construction duration has extended beyond what was originally assumed through no fault of the CONSULTANT and the RPR was required to be on site longer than anticipated, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 1 of the original Agreement, under Section IV, the not to exceed amount is increased by \$62,000.00 to \$332,000.00.
2. On page 1, Appendix "D" of the original Agreement, under Section A, paragraph 1, the not to exceed amount is increased by \$62,000.00 to \$332,000.00.
3. On page 1, Appendix "D" of the original Agreement, under Section A, paragraph 2 is amended to read as follows:
 2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>	
	<u>2013/14</u>	<u>2014/15</u>
Engineer 8	\$ 207.27	\$ 207.27
Technician 9	\$ 145.31	\$ 151.12
Technician 8	\$ 121.21	\$ 126.06

Overtime	\$ 139.40	\$ 144.98
Technician 6	\$ 115.15	\$ 119.76
Overtime	\$ 132.43	\$ 137.73
Technician 4	\$ 105.65	\$ 109.88
Overtime	\$ 121.50	\$ 126.36
Technician 3	\$ 99.08	\$ 103.04
Overtime	\$ 113.95	\$ 118.51
Technician 2	\$ 86.59	\$ 90.05
Overtime	\$ 99.58	\$ 103.56

4. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated May 3, 2013, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, INDIANA

(President)

Patrick Stoffers, President

Iris Kiesling, Vice-President

Julie Thomas

ATTEST:

ATTEST:

Steve Saulter, Auditor

MANHOURS BY CLASSIFICATION

Monroe County Bridge No. 12
Construction Observation
Project No. 0800768 & 0901794
Des. No. 0800768 & 0901794

ON SITE INSPECTION (RATE ADJUSTMENT)

<u>CLASSIFICATION</u>	<u>HOURS</u>	<u>RATE</u>	<u>DIRECT LABOR</u>
Engineer 8 (Supervisor)*	116	\$21.45	\$2,488.20
Technician 3 (Observer)*	1733	\$8.83	\$15,302.39
Technician 6 (Observer)*	11	\$10.60	\$116.60
Technician 3 (Survey)	0	\$0.00	\$0.00
Technician 3 (Survey)	0	\$0.00	\$0.00
Subtotal	1860		\$17,907.19

FINAL CONSTRUCTION RECORD

Engineer 8	0	\$0.00	\$0.00
Technician 3	0	\$0.00	\$0.00
Subtotal	0		\$0.00

Total Estimated Direct Labor	1860	\$17,907.19
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DIRECTS

Lodging (4 night/wk)	0 nights @	\$100.00	\$0.00
Per Diem (5 day/wk)	0 days @	\$26.00	\$0.00
Mileage (300 mi/wk)	0 miles @	\$0.44	\$0.00
Printing	0 copies @	\$0.245	\$0.00
Total Estimated Directs			\$0.00

ESTIMATED DIRECT LABOR	\$17,907.19
DIRECTS	\$0.00
ESTIMATED TOTAL COST	\$17,907.19
USE	\$18,000.00

Assumes 45 Work Weeks (beginning 10/1/13)

* Rate Adjustments

Engineer 8 - \$207.27-\$185.82=\$21.45

Technician 3 - \$99.08-\$90.25=\$8.83

Technician 6 - \$115.15-\$104.55=\$10.60

MANHOURS BY CLASSIFICATION

Monroe County Bridge No. 12
Construction Observation
Project No. 0800768 & 0901794
Des. No. 0800768 & 0901794

ON SITE INSPECTION (ADDITIONAL TIME)

<u>CLASSIFICATION</u>	<u>HOURS</u>	<u>RATE</u>	<u>DIRECT LABOR</u>
Engineer 8 (Supervisor)	32	\$207.27	\$6,632.64
Technician 3 (Observer)	336	\$103.04	\$34,621.44
Technician 3 (Survey)	0	\$103.04	\$0.00
Technician 3 (Survey)	0	\$103.04	\$0.00
Subtotal	368		\$41,254.08

FINAL CONSTRUCTION RECORD

Engineer 8	0	\$207.27	\$0.00
Technician 3	0	\$103.04	\$0.00
Subtotal	0		\$0.00

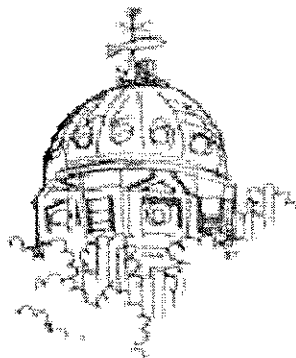
Total Estimated Direct Labor	368		\$41,254.08
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DIRECTS

Lodging (4 night/wk)	0	nights @	\$100.00	\$0.00
Per Diem (5 day/wk)	0	days @	\$26.00	\$0.00
Mileage (600 mi/wk)	4800	miles @	\$0.44	\$2,112.00
Printing		copies @	\$0.245	\$0.00
Total Estimated Directs				\$2,112.00

ESTIMATED DIRECT LABOR	\$41,254.08
DIRECTS	\$2,112.00
ESTIMATED TOTAL COST	\$43,366.08
USE	\$44,000.00

Assumes 8 Additional Work Weeks (beginning 8/12/14)



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS

Title of item to appear on the agenda: Approval of Sophia Travis Grant award Agreements for 2014

Fund Name: County Council/Community Service Grant **Fund Number:** 1000-061-30.0012

Amount: \$110,000.00

The Commissioners will not accept this item for their Board of Commissioners Meeting if this form is not completely filled out.

Executive Summary: On October 14, 2014, the County Council approved, via Resolution 2014-19, the recommendations of the Sophia Travis Community Services Grant Program Committee for 2014. To receive the grant, the charitable organization must sign an agreement with Monroe County as to the use of these funds for their project, as well as other terms and conditions. Just prior to the meeting, it was learned that one of the applicants was unable to proceed with their grant because their building had been sold, and they had nowhere else to locate. The Council will consider the use of the grant for Grace Center, Inc. at its November 12, 2014 Council Meeting. The total amount budgeted for this line is \$110,000.00; with the deletion of the Grace Center, Inc. award of \$5,600, the balance to be awarded at this time is \$104,400.00.

Date item will appear on the Commissioners' Agenda: October 17, 2014

Contact Person: R. Michael Flory **Phone Number:** 812-349-7312

Presenter at Commissioner Meeting (if not contact person): R. Michael Flory, Council Attorney
Office/Department: Monroe County Council

County Legal Review required prior to submission of this form:

Attorney Name who reviewed: N/A

Is this a grant request? Yes ☐ No ☐

New or current Grant? New ☐ Current ☐

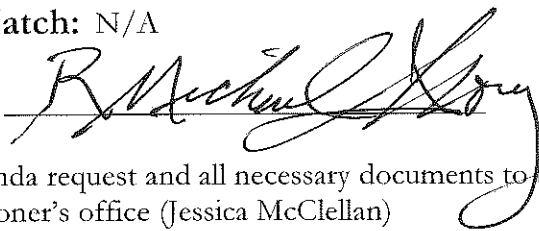
Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded: \$104,400.00

Federal: N/A

State: N/A

Local Match: N/A

Signed: 

Date: October 15, 2014

Email agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's office (Jessica McClellan)

Resolution 2014-19
Resolution to Award
Sophia Travis Community Services Grants for 2014

WHEREAS, Monroe County government has for years supported and encouraged the work and goals of private community social service organizations by awarding them grant monies; and

WHEREAS, in 2008 the Monroe County Council assumed the duties and obligations of overseeing the awarding of community services grants formerly done by the Monroe County Commissioners; and

WHEREAS, the Monroe County Council adopted Resolution 2008-51, "Resolution to Adopt Procedures for Awarding Community Services Grants" in September of 2008; and

WHEREAS, the Monroe County Council adopted Resolution 2013-15, "A Resolution Renaming the Community Services Grant Program in Honor of Sophia Travis; and

WHEREAS, pursuant to the guidelines of Resolution 2008-51, a grant application review committee for 2014, made up of three council members—Rick Dietz, Shelli Yoder, and Cheryl Munson, and two private citizens of Monroe County—Mique Van Vooren and Pamela Davidson—was established to review applications for community services grant funds; and

WHEREAS, for 2014 the total amount budgeted for community services grants is \$110,000; and

WHEREAS, for 2014 the Monroe County Council received 21 applications, requesting support in the amount of \$185,596.86; and

WHEREAS, the grant application review committee, after a thorough review of all applications, invited all applicants to appear at a public meeting on August 20, 2014, and make presentations to the committee and the public via CATS; and

WHEREAS, the grant application review committee, after hearing the presentations and further review of all applications, has recommended to the full Council that the \$110,000.00 in the Community Services Grant line be awarded as per the breakdown shown in the list below; and

WHEREAS, after discussion, the Grants Review Committee decided to forward its recommendations in two lists, for separate vote by the Council, with one list having

received unanimous support of the Committee and the other list having received a majority recommendation, but not unanimous;

NOW THEREFORE, be it resolved that:

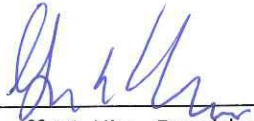
The Monroe County Council's total distribution of Community Services Grant Funds for 2014 shall be as follows:

<u>Agency</u>	<u>Award</u>
Area 10 Agency on Aging	11,000.00
Boys and Girls Clubs	8,600.00
Community Kitchen	8,600.00
First Book - Monroe County	6,200.00
Futures Clinic	2,500.00
Girls Incorporated	7,000.00
Grace Center, Inc.	5,600.00*
Hoosier Hills Food Bank	7,000.00
Interfaith Winter Shelter	5,500.00
Local Growers Guild	300.00
Lotus Education and Arts Foundation	2,500.00*
Martha's House, Inc. Emergency Shelter	5,500.00
Middle Way House, Inc.	3,000.00
Monroe County United Ministries	7,000.00
Mother Hubbard's Cupboard	10,000.00
New Hope Family Shelter	3,000.00
New Leaf - New Life	3,200.00
People and Animal Learning Services	2,500.00
Planned Parenthood of Indiana and Kentucky	4,500.00*
Stepping Stones, Inc.	3,500.00
Visually Impaired Preschool Services	<u>3,000.00</u>
	\$110,000.00

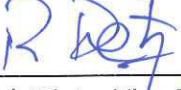
Adopted this 14th day of October, 2014.

MONROE COUNTY COUNCIL

"AYES"



Geoff McKim, President



Rick Dietz, Vice President

Marty Hawk, Member



Lee Jones, Member



Ryan J. Langley, Member



Cheryl Munson, Member



Shelli Yoder, Member

ATTEST: October 14, 2014.



Steve Sauter, Auditor of Monroe County

"NAYS"

Geoff McKim, President

Rick Dietz, Vice President

Marty Hawk, Member

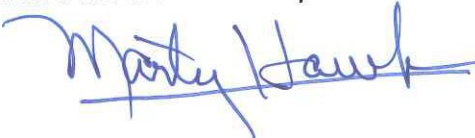
Lee Jones, Member

Ryan J. Langley, Member

Cheryl Munson, Member

Shelli Yoder, Member

*Note: Prior to any votes, the Grace Center proposal was deleted, as Grace Center has ceased operation. Voice votes were taken for each proposed awardee. If the voice vote was not unanimous, a roll call vote was taken. Two voice votes were not unanimous. The Nays for these were: Lotus Education and Arts Foundation [Langley Nay; all others Yea]; Planned Parenthood of Indiana and Kentucky [Langley and Hawk Nay; all others Yea]. Neither of the two roll call votes resulted in a need to amend the ordinance as presented.



2014 Sophia Travis Community Services Grant Applications

Agency	Project	Request	\$ Award
Area 10 Agency on Aging	Home delivered Meal and Food Pantry Program	13,900.00	11,000.00
Boys and Girls Clubs	Transportation Program	13,000.00	8,600.00
Community Kitchen	Food Purchase	10,000.00	8,600.00
First Book - Monroe County	Literacy Begins at Home	7,830.00	6,200.00
Futures Clinic	Gardasil vaccine	4,951.86	2,500.00
Girls Incorporated	Transportation Support	10,705.00	7,000.00
Grace Center, Inc.	Food Purchase for Pantry	6,800.00	5,600.00
Hoosier Hills Food Bank	Vehicle & Facility Security	7,850.00	7,000.00
Interfaith Winter Shelter	Adding overnight security at IWS	10,143.00	5,500.00
Local Growers Guild	LGG Annual Guide	3,000.00	300.00
Lotus Education and Arts Foundation	Lotus Blossoms Education	4,000.00	2,500.00
Martha's House, Inc. Emergency Shelter	Extension of Shelter Hours Operation	7,727.00	5,500.00
Middle Way House, Inc.	Domestic Violence Shelter	15,000.00	3,000.00
Monroe County United Ministries	Continued Homelessness Prevention	8,000.00	7,000.00
Mother Hubbard's Cupboard	Emergency Food Pantry Program	12,000.00	10,000.00
New Hope Family Shelter	Upgrade programs; add security system	4,090.00	3,000.00
New Leaf - New Life	Services for jail inmates	10,000.00	3,200.00
People and Animal Learning Services	PALS Veterans Program	7,600.00	2,500.00
Planned Parenthood of Indiana and KY	Women's Health Fund	5,000.00	4,500.00
Stepping Stones, Inc.	Capacity Development	15,000.00	3,500.00
Visually Impaired Preschool Services	Early intervention for blind infants and toddlers	9,000.00	3,000.00
		\$185,596.86	0.00
			110,000.00

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Area 10 Agency on Aging** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$11,000.00 from the Grant fund.
2. Grantee shall use the Grant for home delivered meals and food pantry program. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Area 10 Agency on Aging

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Boys and Girls Clubs of Bloomington, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$8,600.00 from the Grant fund.
2. Grantee shall use the Grant for transportation programs. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Boys and Girls Clubs of
Bloomington, Inc.**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Community Kitchen of Monroe County, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$8,600.00 from the Grant fund.
2. Grantee shall use the Grant for food purchases. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Community Kitchen of
Monroe County, Inc.**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **First Book - Monroe County** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$6,200.00 from the Grant fund.
2. Grantee shall use the Grant for "Literacy Begins at Home" program. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: First Book – Monroe
County**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Girls Inc. of Monroe County** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$7,000.00 from the Grant fund.
2. Grantee shall use the Grant for transportation support. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Girls Inc. of Monroe
County**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Hoosier Hills Food Bank** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$7,000.00 from the Grant fund.
2. Grantee shall use the Grant for vehicle and facility security. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Hoosier Hills Food Bank

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Interfaith Winter Shelter** c/o First Christian Church ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$5,500.00 from the Grant fund.
2. Grantee shall use the Grant for adding overnight security at IWS. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Interfaith Winter Shelter

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Local Growers Guild** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$300.00 from the Grant fund.
2. Grantee shall use the Grant for LGG Annual Guide. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Local Growers Guild

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Lotus Education and Arts Foundation** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$2,500.00 from the Grant fund.
2. Grantee shall use the Grant for Lotus Blossoms education. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Lotus Education and Arts
Foundation**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Martha's House, Inc. Emergency Shelter** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$5,500.00 from the Grant fund.
2. Grantee shall use the Grant for extension of shelter hours of operation. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Martha's House, Inc.
Emergency Shelter**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Monroe County Health Department Futures Clinic** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$2,500.00 from the Grant fund.
2. Grantee shall use the Grant for Gardasil vaccine. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Monroe County Health
Department Futures Family Planning
Clinic**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Monroe County Health Department Futures Clinic** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$2,500.00 from the Grant fund.
2. Grantee shall use the Grant for Gardasil vaccine. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Monroe County Health Department
Futures Family Planning Clinic**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Monroe County United Ministries, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$7,000.00 from the Grant fund.
2. Grantee shall use the Grant for continued homelessness prevention. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for
- other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Monroe County United
Ministries, Inc.**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Middle Way House, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$3,000.00 from the Grant fund.
2. Grantee shall use the Grant for domestic violence shelter. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Middle Way House, Inc.

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Mother Hubbard's Cupboard** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$10,000.00 from the Grant fund.
2. Grantee shall use the Grant for emergency food pantry program. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Mother Hubbard's
Cupboard**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **New Hope Family Shelter, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$3,000.00 from the Grant fund.
2. Grantee shall use the Grant for upgrade programs and add security system. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: New Hope Family Shelter,
Inc.**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **New Leaf - New Life, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$3,200.00 from the Grant fund.
2. Grantee shall use the Grant for services for jail inmates. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: New Leaf – New Life, Inc.

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **People and Animal Learning Services (PALS)** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$2,500.00 from the Grant fund.
2. Grantee shall use the Grant for PALS Veterans program. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: People and Animal
Learning Services (PALS)**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Planned Parenthood of Indiana and Kentucky** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$4,500.00 from the Grant fund.
2. Grantee shall use the Grant for Women's Health Fund. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report.** Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds. Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Planned Parenthood of
Indiana and Kentucky**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Sauter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Stepping Stones, Inc.** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$3,500.00 from the Grant fund.
2. Grantee shall use the Grant for capacity development. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

Grantee: Stepping Stones, Inc.

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.

**AGREEMENT FOR THE 2014
SOPHIA TRAVIS COMMUNITY SERVICES GRANT**

This Agreement is entered into by the Monroe County Commissioners ("County") and **Visually Impaired Preschool Services (VIPS-Bloomington)** ("Grantee"), effective as of the last date executed by both parties, as shown below. This Agreement covers a Sophia Travis Community Services Grant (hereinafter Grant) awarded to Grantee by the Monroe County Council for 2014. The County and the Grantee mutually agree as follows:

1. County agrees to contribute to grantee the sum of \$3,000.00 from the Grant fund.
2. Grantee shall use the Grant for early intervention for blind infants and toddlers. If the amount awarded is insufficient to cover the project or purpose outlined in the Grant Application, and if the project cannot be carried forward as a result, Grantee may seek permission of the County Council for other use of the funds.
3. The Grant must be used by Grantee no later than the end of the calendar year 2015. Grantee may seek, and the Monroe County Council may agree to, an extension of the time for use of the Grant.
4. Grantee assumes all risks and responsibility for accidents, injuries, or damages to person or property related to performance of the services or project for which the Grant is awarded.
5. Grantee shall comply with all applicable laws and regulations of Federal, State and local government in the performance of the services or project for which the Grant is awarded.
6. **Report. Within three months of the use of the Grant funds received, Grantee shall file a written report with the Monroe County Council documenting the use of the Grant funds, accompanied with written invoices and proof of payment of the funds.** Grantee shall promptly comply with any requests by County, Monroe County Council or State Board of Accounts for an accounting of the use of the grant funds by Grantee, whenever made.
7. **Governing Law.** This Agreement, and all disbursement of funds, shall be governed by the laws of the State of Indiana, and jurisdiction of any action taken under this Agreement shall lie in Monroe County Indiana.

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

Monroe County Commissioners

**Grantee: Visually Impaired
Preschool Services/VIPS-Bloomington**

By: _____
Patrick Stoffers, President

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

Steve Saulter, Auditor

Date: _____, 2014.