180 South Main Street
Martinsville, IN 46151
765-342-1007

MORGAN COUNTY BOARD OF COMMISSIONERS

AGENDA
February 20, 2024
6:30 p.m.

I. CALL TO ORDER
- Pledge of Allegiance
- Prayer

II. NEW BUSINESS
- Minutes – *2/5/24*
- Treasurer's Report/Clerk's Report
- Annual Contract - *Soil & Water Conservation District*
- Baker Tilly Investment Agreement
- Schneider Agreement
- INDOT SR 44 Unofficial Detour
- EMPG FY 2023 Grant Agreement – *EMA*

III. OLD BUSINESS/TABLED
- Ordinance 2024-3 – Update to Flood Damage Prevention Ordinance
- Ordinance 2024-2- Technical Design Standards
- Farm Lease Agreements
- Purchase Agreement – *Radio Equipment*

IV. OTHER BUSINESS
- Tort Claim

V. FOR THE GOOD OF THE COUNTY

VI. ADJOURNMENT

NEXT MEETING:
Monday, March 4, 2024
9:30 a.m.

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 2 business days ahead of the scheduled meeting. Contact the ADA Coordinator at 180 S. Main Street, Martinsville, IN, 46151 , Phone (765) 342-5364, or email dfry@morgancounty.in.gov as soon as possible for accommodations.

THE MORGAN COUNTY BOARD OF COMMISSIONERS MET IN A REGULAR SESSION ON TUESDAY, FEBRUARY 5, 2024 AT 9:30 A.M.

MEMBERS PRESENT WERE BRYAN COLLIER, DON ADAMS, AND KENNY HALE. LINDA PRUITT, COUNTY AUDITOR; DEB VERLEY, EXECUTIVE ASSISTANT; JOSH MESSMER, COUNTY ADMINISTRATOR; AND ANNE COWGUR, COUNTY ATTORNEY, WERE ALSO PRESENT.

PLEDGE – *Kevin Rowland, Banning Engineering and a U.S. Marine veteran*

PRAYER – *Kenny Hale*

INTRODUCTIONS

MINUTES
Bryan Collier made a motion to approve the November 6, 2023, January 2 and January 16, 2024 minutes. Motion seconded by Kenny Hale. Motion carried 3-0.

CLAIMS
Kenny Hale made a motion to approve the January 5 and 19, 2024 payroll claims and January 26 uniform claim of $865,254.58, $83,571.25 and $69,850.00; PERF $75,783.65, $73,616.42, and $3,396.40; FICA $62,854.69, $61,125.49 and $5,343.79; and monthly claims of $5,502,160.09. Bryan Collier questioned the validity of a claim and it was determined that the claim was valid. Motion seconded by Bryan Collier. Motion carried 3-0.

ORDINANCE #2024-3 – INTRODUCTION
Laura Parker, Morgan County Plan Director, stated that this ordinance, Flood Damage Prevention for Morgan County and the Towns of Bethany, Brooklyn and Paragon is an update to Ordinance 7-3-7.2. There will be new maps coming out later this year. DNR (Department of Natural Resources) reviewed the existing ordinance and proposed a few changes. The information is basically the same with a few additions. Ms. Parker also included a Table of Contents to compare the two ordinances. Don Adams noted that the ordinance could affect his financial interest in a property and that he would recuse himself. Kenny Hale stated that they would take the ordinance under advisement and consider it at the next meeting.

ORDINANCE #2024-2 TECHNICAL DESIGN STANDARDS – *1st Reading*
Justin Schneck, Morgan County Highway Engineer, stated that he presented the final version of the technical design standards and has reviewed them with the County Surveyor and Plan Director. Ordinance #2024-2 An Ordinance Adopting and Implementing Morgan County Technical Design Standards, adopts the standards. Kenny Hale made a motion to approve the first reading of the ordinance. Motion seconded by Bryan Collier. Motion carried 3-0.

Don Adams stated that the county is growing and congratulated Mr. Schneck on his soon-to-be addition to his family. Mr. Schneck stated that they just learned it will be a boy.

BOT III AGREEMENT
Josh Messmer stated that the BOT (Build Operate Transfer) process is the same process they are using to build the judicial building and this phase is for the historic Courthouse. They close on the financing this week. The judicial building is expected to be complete July 1, 2025 and this project is expected to be complete at the end of February 2027. Bryan Collier made a motion to approve the agreement. Motion seconded by Kenny Hale. Don Adams stated that this agreement represents a much needed improvement and is an investment in the future. Motion carried 3-0.

Gary Oakes, City of Martinsville, stated that the public and groups that use the Courthouse Square will need to be updated on plans and progress so they can make other plans for events that could be impacted by the construction. Mr. Adams thanked the city for the cooperation they've shown in working with the county for this project and the benefit of the residents.

ANNUAL CONTRACTS
Josh Messmer stated that the annual contracts are unchanged from previous years. Don Adams outlined the services that each entity provides for the county. The contracts are as follows:

Hilldale Cemetery Assn.	$ 1,550
Sycamore Services	$54,000
Morgan County Connect	$47,000

CICOA Aging and In-Home Solutions	$182,706
Morgan County Fair and 4-H Assn.	$125,000
Humane Society	

Kenny Hale made a motion to approve the agreements with Hilldale Cemetery, Morgan County Fair and 4-H Assn. and Humane Society. Motion seconded by Bryan Collier. Motion carried 3-0.

Kenny Hale made a motion to approve the agreement with Sycamore Services. Motion seconded by Don Adams. Motion carried 2-0-1. Bryan Collier abstained.

Kenny Hale made a motion to approve the agreements with Morgan County Connect. Motion seconded by Bryan Collier. Motion carried 3-0.

Kenny Hale made a motion to approve the agreement with CICOA. Motion seconded by Bryan Collier. Motion carried 3-0.

Rena Sheldon, Purdue Extension, noted that the fair will be July 5th through the 13th. Don Adams stated that the Wall that Heals, a model of the Vietnam Memorial in Washington, D.C., will be at the Fairgrounds August 15th through 18th.

Bryan Collier stated that these organizations provide critical services to the community and the contracts haven't been adjusted in years. He and Josh Messmer had the opportunity to meet with representatives of the Humane Society and he was humbled by his lack of education regarding all that the Humane Society provides. The county will be working with the City of Martinsville and towns within the county in developing a blanket ordinance that provides uniformity for animal control. They will need to have the Sheriff's Office and Prosecutor's Office at the table so they are all on the same page. Kenny Hale thanked the Humane Society and Sheriff for help in getting an issue with a pack of dogs killing livestock resolved in his district.

FARM LEASE AGREEMENTS
Anne Cowgur stated that these leases have been revised from leases that were done in the past. A provision has been added, so if there would be a need for the county to terminate a lease early, they would be able to do that. Mr. Messmer stated that these leases will be on the next meeting agenda, unless there are substantive changes that are needed.

ENGAGEMENT LETTER - *Appraisal*
Josh Messmer stated that recycling has been put on a temporary hold and the Board is looking to identify land that is centrally located and can be fenced in. A possible property has been located and this letter is a proposal from Beam Longest and Neff to provide two commercial appraisals; they will provide one and sub out the other one. Mr. Messmer noted that two appraisals must be provided and the county can offer the average of the two appraisals. Mr. Messmer stated that the cost is $6,000 for each appraisal and Mr. Messmer thought this was a little high. Kenny Hale made a motion to approve the two appraisals. Motion seconded by Bryan Collier. Motion carried 3-0.

PURCHASE AGREEMENT – *Radio Equipment*
Josh Messmer stated that the Council budgeted for radio equipment and the Board of Commissioners has approved a resolution for a special acquisition. The county attorney would like to add some language into the purchase agreement before approval. Bryan Collier made a motion to table the agreement. Motion seconded by Kenny Hale. Motion carried 3-0.

REQUEST TO USE SPACE OUTSIDE COURTHOUSE
Joe Disney was present to request the use of the Courthouse Square for a Cruise-in on Thursday evenings from April through October. They average between 60 and 75 cars. Kenny Hale made a motion to approve the request. Motion seconded by Bryan Collier. Motion carried 3-0.

TIMBERLAKE ESTATES
Justin Schneck handed out maps and pictures of core samples for roads in Timberlake Woods, a subdivision off of Egbert Road. The HOA reached out and asked about the process of taking the roads into the county network. Mr. Schneck informed them that certain criteria would need to be met for county road standards. Mr. Schneck stated that he took pavement cores to show that the roads meet standard depth requirements, the curbs and gutters were inspected and the storm sewers were inspected with a sewer cam. Three of the four legs in the subdivision met the 4" depth requirement. The one leg that did not was 3-1/2". The plat was approved in 2005. The roads are generally in good condition; however Mr. Schneck was concerned about the age of the roads and would ask that the HOA help with crack sealing to help prolong the life of the roads. There is another subdivision that is planned to attach to this subdivision. There is not a deed of

dedication to take them into the county road system. Kenny Hale made a motion to give conditional approval pending receipt of a deed of dedication and stating that the HOA is responsible for completing the crack sealing. Motion seconded by Bryan Collier. Motion carried 3-0.

COMMENT

Steve Clymer, a Morgan County resident, stated that he contacted the Highway Department last year regarding lines on Baltimore Road and a culvert that is partially collapsed. Mr. Clymer stated that it is a hazard especially on a dark rainy night. There is no shoulder and the pavement is breaking away. Justin Schneck stated that he would look into it.

FOR THE GOOD OF THE COUNTY

Don Adams stated that there is a new director position in the Health Department that has just been filled by Tricia Runningen. Ms. Runningen stated that she is now in her second hour of the job and is happy to be here. There are new dollars coming into the Health Department from the state and she is happy to plan what to do with those funds to help improve the health of the county.

ADJOURNMENT

Bryan Collier made a motion to adjourn the meeting. Motion seconded by Kenny Hale. Motion carried 3-0.

Morgan County Board of Commissioners

_____
Don Adams

_____
Bryan A. Collier

Attest:

_____
Linda Pruitt, Morgan Co. Auditor

_____
Kenny Hale

County Treasurer's Monthly Report

Required by IC 36-2-10-16 and IC 5-13

Month 30-Dec-23 **MORGAN COUNTY**

1. Total Taxes Collected (Not Receipted to Ledger or Refunded)	$1,069,800.29	
2. Advance Collection of Taxes	10,289.82	
3. Flagstaff Reg Drain	0.00	
4. Weed Liens	0.00	
5. Cash Change Fund	500.00	
6. Conservancy District Collections	9,756.04	
7. Demand Fees	126.07	
8. Ditch Maintenance	583.24	
9. Drainage Maintenance	754.85	
10. Excess Tax Collections	0.00	
11. Forest Withdrawal	0.00	
12. Vehicle License Excise Tax	885,333.80	
13. Sewage Collections	854.27	
14. Tax Sale Costs	0.00	
15. Aircraft License Excise Tax	0.00	
16. Auto Rental Excise Tax	37,342.96	
17. Vehicle Sharing Excise Tax	576.37	
18. Boat Excise Tax	8,672.68	
19. Martinsville Unsafe Building	0.00	
20. Heavy Equipment	0.00	
21. ISD Ineligible Standard Deduction	0.00	
22. Total Balances of all Ledger Accounts - Cash	99,148,732.65	
23. Total Balances of all Ledger Accounts - Investments		
24. Total Charges	$101,173,323.04	

CREDITS:

25. Depository Balances as Shown by Daily Balance of Cash and Depository Record (List Detail on Reverse Side)		$101,172,829.04
26. Investments as Shown by Daily Balance of Cash and Depositories Record (Column 12, Line 41)		0.00
27. Total Cash on Hand at Close of Month:		
Currency	$500.00	
Coins		
Checks, Money Orders, etc.		
Total		$500.00
28.		
29.		
30.		
31. Total		$101,173,329.04
32. Cash Short (Add)		
33. Cash Long (Deduct)		6.00
34. Proof	$101,173,323.04	$101,173,323.04

RECONCILEMENT WITH DEPOSITORIES

35. Balance in all Depositories Per Daily Balance Record (Line 24 Above)	$101,172,829.04	
36. Outstanding Warrants-Checks (Detail by Depositories on Reverse Side)	346,221.14	
37. Balance in all Depositories Per Bank Statements (Detail on Reverse Side)		$102,624,227.67
38. Deposits in Transit (Detail on Reverse Side)		-1,105,177.49
39. Proof	$101,519,050.18	$101,519,050.18

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH

(a) Cash Change Fund Advanced by County

(b) Receipts Deposited in Depositories (Date)

(c) Uncollected Items on Hand (List on Reverse Side)

(d) Total (Must Agree With Line 26 Above)

State of Indiana, Morgan County: as: I, the undersigned Treasurer of the aforesaid county and State hereby certify that the foregoing is true and correct to the best of my knowledge and belief.

Date thi 16th day of January 2024

Jerry Ellard

Morgan County Treasurer

Note: Prepare in Quadruplicate, retain copy and give three copies to the County Auditor

- To be filed with County Auditor for Board of Finance.
- To be filed with County Auditor for Board of Commissioners.

COUNTY TREASURER'S MONTHLY REPORT
Required by IC 26-2-10-16
and IC 5-13

Morgan County

Month Ending
December 30, 2023

Filed

January 16, 2024

STATEMENT OF DEPOSITORY BALANCES AT CLOSE OF MONTH

Name and Location of Depository	Balance Per Bank Statements	Deposits in Transit (Add)	Outstanding Warrant-Checks (Deduct)	Balance Per Daily Balance of Cash and Depositories
				0.00
				0.00
First Merchants - General & Sweep	67,798,483.57	-1,105,655.14	346,221.14	66,346,607.29
				0.00
				0.00
Home Bank	4,989,165.94	477.65		4,989,643.59
				0.00
Bank of Oklahoma	28,950,000.00			28,950,000.00
				0.00
Bank of New York - RDC B & I	2,793.55			2,793.55
Bank of New York - RDC DSR	841,053.81			841,053.81
Bank of New York - RDC CONSTR	42,730.80			42,730.80
Bank of New York - BAN REDMPT	0.00			0.00
				0.00
Totals	$102,624,227.67	-$1,105,177.49	$346,221.14	$101,172,829.04

SCHEDULE OF UNCOLLECTED ITEMS ON HAND

(Checks and other items returned by depositories and in process of collection at close of month)

Date Originally Received	Received From	For	Date Returned	Returned By (Name of Depository)	Reason For Return	Amount
Total						$0.00

	January	February	March	April	May	June	July	August	September	October	November	December	Interest Paid Year to Date
t Merchants int earned	$ 263,147.87												$ 263,147.87
ome Bank intt earned	$ 19,260.27												$ 19,260.27
tal Interest Earned	$ 282,408.14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 282,408.14
te													
Merchants (sweep acct)	4.8												
me Bank	4.33												

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT

Form No. 46-CR

Required by IC 33-17-2-8

MONTH ENDING Jan (Clerk's Account)

CHARGES (Daily Balance Record and ISETS Daily Support Book)

Fees payable to the State	$	66,006.61
Fees payable to the County -NSF	$	24,349.57
Fees payable to City or Town	$	-
Trust funds	$	647,984.13
Annual Support-ISETS	$	-
Judgment Collections + Refund + Unclaimed Funds	$	6,398.91
Bank Acct Discrepancy + Over/Short		
Cash On Hand	$	150.00
Other Accounts (Investments, etc)	$	-
Total	**$**	**744,889.22**

FILED

FEB 06 2023

LINDA PRUITT
MORGAN COUNTY AUDITOR

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

Home Bank	Odyssey BANK	$745,851.06
Home Bank	Investment	$0.00
Subtotal: Daily Balance Record (46) (Lines 12 thru 18)		$745,851.06

TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 19+20		**$745,851.06**
Cash in office at close of business last day of month		$150.00
TOTAL		$746,001.06
Cash Short (Add)		$0.00
Cash Long (Deduct)		$1,111.84
PROOF (Line 13)	**$ 744,889.22**	**$744,889.22**

DEPOSITORY RECONCILEMENT

Balance in all depositories (bank statements)	$	900,593.55
Deduct outstanding checks (from schedule)	$	161,287.28
Net depository balance	$	739,306.27
Deposits in transit	$	6,536.29
Bank fees	$	-
INTEREST E BEARING TRUST ACCOUNT		
MISC RECONCILING ITEMS (See attached)	$	8.50
Balance in all depositories (line 21)		
PROOF	**$ 745,851.06**	**$745,851.06**

State of Indiana,Morgan County: ss: I, the undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Janny J. Parker

Clerk of Morgan Circuit/Superior Courts

(SEAL)

Date Feb. 5, 2024

MISC RECONCILING ITEMS (Explain in detail)

Deposit (8/1/23)	$	1.00
Reversal - Deposit (8/24/23)	$	(600.00)
Deposit (9/8/23)	$	1,159.00
CC Deposit (11/13/23)	$	126.01
CC Deposit (2/2/24)	$	(587.51)
CC Deposit (2/2/24)	$	(87.00)
CC Deposit (2/2/24)	$	(3.00)
	$	8.50

Agreement

Comes now Morgan County by the Morgan County Board of Commissioners, the Executive Body of Morgan County, hereinafter referred to as "Commissioners", and comes also Morgan County Soil and Water Conservation District, hereinafter referred to as "District"; and,

Whereas, the Commissioners are desirous of obtaining the advice, aid, and assistance of the District in matters relating to surface and sub-surface drainage, water quality, erosion, environmental education, and related matters, both for itself and its citizens; and,

Whereas, the District has certain experience, expertise, and training in such matters.

IT IS NOW MUTUALLY AGREED BETWEEN THE PARTIES THAT:

(1) The District will provide to the Commissioners and make available to the landowners of Morgan County the following services:

(a) They will advise the County and assist in any problems relating to erosion of roadbeds, road ditches, or road cuts which may cause problems either to the County or to adjacent farm land and drainage ditches;

(b) They will provide formal and informal environmental education to all ages to further soil and water conservation and environmental practices;

(c) They will collaborate with and assist Morgan County Recycling to provide formal and informal education for all ages about solid waste and efforts to reduce landfill waste;

(d) They will provide programs to public and private schools concerning environmental education correlated to Indiana State Science Standards;

(e) They will continue to collaborate with and assist Morgan County Partnership for Water Quality to provide public outreach and education for all ages concerning storm water identified in Rule 13;

(f) They will provide soil information and conservation resources to public and private entities within Morgan County;

(g) They will continue to collaborate with the Indiana State Department of Agriculture, Indiana Department of Natural Resources, Farm Service Agency and Natural Resource Conservation Service and other partner organizations to bring conservation grant funding and Federal Farm Bill dollars into Morgan County;

(h) They will, upon request, provide additional information on relevance of related subjects both to the landowners of the County on matters relating to drainage, erosion, water quality and environmental education as the same relates to Morgan County;

(2) In turn, the Commissioners shall pay to the District the sum of Thirty-Eight thousand,

Fifty dollars ($38,050.00) to be paid in a single sum.

(3) This Agreement shall cover the calendar year of 2024. So AGREED this 20th day of February 2024.

MORGAN COUNTY BOARD OF COMMISSIONERS
"Commissioners"

_____
Don Adams, Chairman

_____
Bryan Collier, Vice-Chairman

_____
Kenny Hale, Commissioner

ATTEST:

_____
Linda Pruitt
Auditor of Morgan County

MORGAN COUNTY SOIL AND WATER CONSERVATION DISTRICT
"District"

By _____
Douglas Peine, SWCD Board Chairman

bakertilly
INVESTMENT SERVICES

Baker Tilly Investment Services,
a Division of Baker Tilly Wealth
Management, LLC
8365 Keystone Crossing, Suite 300
Indianapolis, IN 46240
United States of America

Tel: +1 (317) 465-1500
Fax: +1 (317) 465-1550

January 24, 2024

Board of Commissioners
Morgan County
180 S Main St
Suite 112
Martinsville, IN 46151

RE: Agreement for Investment Advisory Services

Dear Board of Commissioners:

This Engagement Letter (the "Agreement") confirms our mutual understanding regarding the retention of Baker Tilly Investment Services, a Division of Baker Tilly Wealth Management, LLC ("Adviser"), a registered investment adviser with the U.S. Securities & Exchange Commission (the "SEC") under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), by Morgan County (the "Client") as its investment adviser to perform the services hereinafter described in Exhibit A attached hereto (the "Services"), pursuant to the limitations and conditions set forth in the Agreement or by law, and Adviser accepts such appointment.

It is understood that Adviser will serve in an advisory capacity with the Client. Client acknowledges and agrees that Adviser shall not have discretionary authority with respect to the American Rescue Plan stimulus dollars under advisement (the "Assets"), and Client shall receive no other services from Adviser, except those specifically set forth herein or in Exhibit A. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The Client shall also be responsible for maintaining or contracting with a custodian or other third party to maintain custody of all fund assets and for authorizing the execution of any buy/sell transactions with a broker/dealer or bank. Adviser shall not be responsible for the provision of any custody as that term is defined in Advisers Act Rule 206(4)-2 or for settlement services in respect of the assets or documents of title or certificates evidencing title relating thereto. Client agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible for the actions or omissions of the custodian and Adviser shall have no liability to Client or any other party for any loss or other harm to any Assets due to the actions, omissions or insolvency of the custodian. Client further agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible or liable to Client or any other party for the actions or omissions of any person to whom Client grants any power of attorney or any other power or authorization with respect to the Assets, including, without limitation, the authority or ability to view account records, statements or transactions, and the authority or ability to access or conduct transactions. Adviser shall have no liability or responsibility to Client for any charges by the custodian.

Baker Tilly Investment Services, a Division of Baker Tilly Wealth Management, LLC, a registered investment advisor. Baker Tilly Wealth Management, LLC is controlled by Baker Tilly US, LLP. Baker Tilly US, LLP, is an independently owned and managed member of Baker Tilly International. © 2024 Baker Tilly Wealth Management, LLC

Adviser shall charge Client a fixed fee as further described in Exhibit A (the "Advisory Fee"). The Advisory Fee is due and payable on receipt of the invoice and Adviser reserves the right to charge 1% interest per month for outstanding unpaid balances over thirty (30) days from the date of billing. Once our Services have been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Client represents, warrants and agrees as follows:

(a) Client has all requisite power and authority to execute this Agreement, and Client represents, warrants and agrees that there are no encumbrances on the Assets. Client agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

(b) Client agrees to provide Adviser with information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Adviser informed of any changes regarding the same. Client acknowledges and agrees that Adviser cannot adequately perform its services hereunder unless Client diligently performs its responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, or Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(c) Client acknowledges that Adviser does not guarantee the future performance of the Assets, the success of any investment recommendations or strategy that Adviser may take or recommend for the Assets, or the success of Adviser's recommendations. Client understands that investment recommendations for the Assets by Adviser are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable or avoid loss.

(d) Client authorizes Adviser to respond to inquiries from, and communicate and share information regarding Client and the Assets with, attorneys, accountants, broker-dealers, other advisers, and other service providers or agents of such persons, Adviser or Client to the extent deemed by Adviser to be necessary or appropriate in connection with Adviser's services under this Agreement to the fullest extent permitted by law.

(e) Client acknowledges receipt of Adviser's Privacy Notice. Client acknowledges and agrees that Adviser may disclose nonpublic personal information of Client to Adviser's accountants attorneys, and other service providers as otherwise permitted by law; provided that Adviser (1) takes steps to ensure that the service providers abide by the confidentiality provisions of this Agreement and (2) remains responsible for any breaches of the confidentiality provisions by the service providers.

(f) The representations, warranties and agreements made in this Section will be deemed continuing and if at any time any of the representations, warranties or agreements become untrue, inaccurate or misleading, Client will promptly notify Adviser in writing.

(g) Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. Client shall provide Adviser with a list of the names, and titles of authorized persons with the skill, knowledge and experience to oversee Adviser's servicers under this Agreement (the *"Representatives"*). Adviser shall be permitted to rely upon instructions from a Representative with respect to disposition of the Assets, unless and until such reliance is revoked by Client in writing to Adviser. The current Representatives are attached as Exhibit B, if applicable. Any such revocation shall be effective only upon receipt of such written revocation by Adviser. Adviser shall not be responsible for any claims or damages resulting from or arising out of such reliance or from any change in the status of the relationship between the Client and a Representative.

(h) Client acknowledges receipt of Adviser's Part 2 of Form ADV at the same time as or before entering into this Agreement, a copy of which is attached hereto and incorporated herein.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Representatives. Accordingly, false representations could cause material errors to go undetected. The work performed by Adviser shall not include an audit or review of the records or the expression of an opinion on financial data.

The term of this Agreement shall commence as of the signing of this Agreement (the "Effective Date"), and shall continue until terminated in accordance with the terms herein. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay Advisory Fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the Assets.

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser without the consent of the other party, in the form required under applicable law, except that no consent shall be required regarding Adviser's assignment of this Agreement, in whole or in part, to any of its affiliates to the fullest extent permitted under the Advisers Act. Client acknowledges and agrees that transactions involving Adviser that do not result in a change of actual control of Adviser shall not be considered an assignment hereunder.

Adviser and its officers, employees, affiliates and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for Assets. Client acknowledges and agrees that Adviser shall be free to render investment advice to others and that Adviser does not make its investment adviser services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, any investment which Adviser or its officers, employees, affiliates or agents may purchase or sell for their own accounts or for the account of any other client.

In the event of any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree that they shall first attempt in good faith to resolve the matter in dispute through discussion and negotiation for a period of thirty (30) days after written notification of the controversy, dispute or claim hereunder is provided to either party. If no successful resolution of the controversy, dispute or claim has been mutually agreed upon by the parties at the completion of this period, then the parties agree that, to the extent allowed by law, the controversy, dispute or claim shall be settled by arbitration administered by the American Arbitration Association (*"AAA"*) under its Commercial Arbitration Rules. In the case of an AAA arbitration or other action hearing location or venue for said arbitration or other action shall be the State of Indiana. Each party will bear its own costs, including attorneys fees, in the arbitration and will split equally the cost of the arbitrators. The arbitration shall thereafter be conducted by arbitrator(s) chose pursuant to the rules of AAA. This binding arbitration clause shall not constitute a waiver or limitation of Client's rights under the Advisers Act.

Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Notwithstanding the foregoing provisions in this Section, Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisory Fees, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection. This Section shall survive the termination of this Agreement.

The parties hereto agree that any information pertaining to the business of the other party including the terms of this Agreement (the "Confidential Information") shall be kept confidential and shall not be voluntarily disclosed to any other person, except: (i) if such information is already publicly available; (ii) as may be required solely for the purpose of carrying out a party's duties and responsibilities under this Agreement; (iii) as required by order or demand of a court or other governmental or regulatory body or as otherwise required by law; (iv) as may be required to be disclosed by Adviser to attorneys, accountants, broker-dealers, investment advisers, the custodian and other service providers to the extent necessary or appropriate in furtherance of Adviser's services under this Agreement as determined by Adviser and to the extent permitted by law; or (v) with the prior written consent of the other party. This Section shall survive the termination of this Agreement.
Each party agrees that any use or disclosure of Confidential Information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations and ordinances.

If either party becomes aware of any actual or suspected or unauthorized access to Confidential Information and/or nonpublic personal information (an "Incident"), that party will take appropriate actions to contain and mitigate the Incident, including notification to the other party as soon as possible of the Incident (subject to any delay requested by an appropriate law enforcement agency), to enable to the other party to expeditiously implement its response program. Upon request of a party, the other party will cooperate with it to investigate the nature and scope of any Incident and to take appropriate actions to mitigate, remediate and otherwise respond to the Incident or associated risks.

To the extent not inconsistent with applicable law, this Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Indiana. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement is held under applicable law to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of the parties with respect to the subject matter of this Agreement. No amendment of this Agreement shall be valid unless the terms and conditions of such amendment are in writing and signed by both parties.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic or facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another, and signatures on an electronic or facsimile copy hereof shall be deemed authorized original signatures.

E-Verify Program

BTIS participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). BTIS does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

If the foregoing accurately represents the basis upon which we may provide services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and Morgan County.

Very truly yours,

Baker Tilly Investment Services, a division of
Baker Tilly Wealth Management, LLC

By: _____
Jeffrey A. Messer

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Morgan County

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Investment Advisory Services

Scope of Services

Adviser will provide the following cash advisory services for the Client's 2024 construction funds (the "Assets") as requested by the Client.

1. Analyze the current marketplace to assist in determining the most appropriate time frames for investing the Assets, taking into consideration liquidity requirements and the type of investment, interest rates and economic conditions at the time.
2. Suggest suitable investments for consideration by the Client. The suggested investments will be evaluated for safety, risk factors and adherence to Client's investment policy and Indiana public funds code.
3. Competitively bid investments, evaluate the bids received, summarize the bid results for the Client, and assist with the settlement of the securities.

Advisory Fee

The term "Advisory Fee" or "Fee" as used in this Agreement shall be the sum total compensation paid by Client to Adviser for services rendered. The Fee shall consist of an annual fee of 10 basis points of the cost basis balance of the Assets in the portfolio. The Fee shall be billed in 4 installments corresponding with the end of each quarter during the year. The fee will be prorated for the date of the actual commencement of investment advisory services as well as in the case of a termination occurring intra-quarter. No fees will be charged on the basis of capital gains upon or capital appreciation of Assets in the portfolio.

EXHIBIT B

Authorized Representatives of Client

In accordance with paragraph (g) on page two (2) of the Agreement, Client provides Adviser with the following list of names of individuals to serve as Client's "Representatives" as that term is defined in the Agreement. Along with each name is the corresponding title and contact information of each such Representative. Client further acknowledges that it is required to notify Adviser in writing if it desires to revoke the authority of any of the Representatives listed below and that it also must notify Adviser in writing if it desires to authorize additional Representatives.

Name	Title	
Address	Phone	Email
Name	Title	
Address	Phone	Email

Schneider GEOSPATIAL

FIRST AMENDMENT TO AGREEMENT AND AUTHORIZATION TO PROCEED

This First Amendment to Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Morgan County, Indiana - Commissioners**, whose place of business is: 180 S Main Street, Ste. 112, Martinsville, IN 46151("CLIENT").

WHEREAS, CLIENT entered into a Professional Services Agreement dated November 19, 2020, with Schneider Geospatial, LLC (the "Agreement");

WHEREAS, at the time of the Agreement, Schneider Geospatial, LLC was organized as an Indiana limited liability company;

WHEREAS, in or about July 2022, Schneider Geospatial, LLC was reorganized as a Delaware limited liability company, and, as part of the reorganization, the Agreement has been assigned to the Delaware limited liability company, and all rights and obligations of PROFESSIONAL under the Agreement effective June 16, 2022 are now assumed by Schneider Geospatial, LLC, a Delaware limited liability company;

WHEREAS, the Agreement included certain Add-On services that could be provided to CLIENT with CLIENT's express approval to proceed with such additional services; and

WHEREAS, CLIENT wishes to provide the requisite authorization for PROFESSIONAL to proceed with the Add-On services upon the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, CLIENT and PROFESSIONAL agree as follows:

1. All defined terms in the Agreement and Contract Documents shall have the same meanings as set forth in this First Amendment.

2. All references to "PROFESSIONAL" or to "Schneider Geospatial, LLC" in the Agreement shall be deemed to mean Schneider Geospatial, LLC, a Delaware limited liability company, effective as of June 16, 2022. Schneider Geospatial, LLC, a Delaware limited liability company assumes all obligations of "PROFESSIONAL" as set forth in the Agreement, and CLIENT hereby consents to the same.

3. CLIENT hereby consents to, and authorizes PROFESSIONAL to proceed with the following phases of the project:

    a. PROFESSIONAL and CLIENT agree to retire CLIENT's custom Permit Management Web Application, previously developed by 39DN, due to outdated technology components, and migrate the Permit Management Web Application's data to CLIENT's GeoPermits web application deployment, which is currently hosted by PROFESSIONAL. This change will replace the **Custom Application Hosting: Permit Management Web Application** scope with the following scope in PROFESSIONAL's hosting services for CLIENT:

        i. **Custom GeoPermits Feature Hosting: Permit Data Hosting and Access**
        PROFESSIONAL shall extract data from CLIENT's legacy Permit Management Web Application, formerly at https://morganin.permits.elevatemaps.io, and make the data available to users in CLIENT's GeoPermits web application. Specific services include data extract and loading from the legacy system to GeoPermits, development of custom search and reporting features to give CLIENT's internal (role-based users) access to search and view data from the legacy system, and ongoing maintenance and hosting of these features in the GeoPermits web application.

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and unaltered by this First Amendment. There are no cost or fee additions or deletions created by this First Amendment.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Morgan County, Indiana - Commissioners

By: _____

Print: _____

Title: _____

Date: _____

INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

Roger Wessel
Capital Program Management

Eric Holcomb, Governor
Michael Smith, Commissioner

Seymour District
185 Agrico Lane
Seymour, In. 47274

PHONE: (812)524-3956
FAX: (812)522-7658

February 2, 2024

Morgan County Commissioners
180 S. Main Street, Suite 112
Martinsville, IN 46151

RE: Letter of Understanding
Unofficial Detour, Closure of S.R. 44, 7.32 mi. E. of S.R. 37
Super Structure Replacement
Contract # B-42218, Des#1802998

Dear Commissioners:

Reference is made to the recent contact between Matthew Rhoads, of the INDOT-Seymour District staff, and Justin Schneck, Morgan County Highway, concerning the closure of S.R. 44, 7.32 mi. E. of S.R. 37, for a Super Structure Replacement.

As discussed, due to construction Contract # B-42218, S.R. 44 will be closed between 4/10/24 and 8/31/94 for a period of 90 days, for a Super Structure Replacement. As per the attached map, the Unofficial Detour will utilize Nast Chapel Rd., Old Morgantown Rd., and Peavine Rd. The detour is in accordance with IC 8-23-21. The Official Detour will utilize S.R. 37/I-69, S.R. 252 and S.R. 135 as shown on attached pages.

The Official Detour will be in place between 4/10/2024 and 8/31/2024 for a period of 90 days for this project. The Unofficial Detour will be in effect during the same time period as the Official Detour closure dates.

INDOT will set up and maintain the necessary traffic control for the Official Detour route or arrange with others to furnish the necessary items. The Unofficial Detour route will not be signed as a detour. Morgan County will be responsible for signing any weight restrictions on the Unofficial Detour.

INDOT agrees to reimburse Morgan County for costs related to damage repair on the listed Unofficial Detour. Reimbursable work must be approved by INDOT prior to the

completion of any work. All reimbursable expenses must be documented. Once the District has agreed to the documented expenses, INDOT and Morgan County must execute an agreement that indicates the documented expenses. This should be done after the INDOT Official Detour is eliminated.

If the terms of this letter are acceptable to you, we would appreciate your concurrence as soon as practical. Please sign the attached copy of this letter and return it to the following address.

Roger Wessel
Seymour District Property Management Specialist
Indiana Department of Transportation
185 Agrico Lane
Seymour, IN 47274

Respectfully,

Anthony K. McClellan, P.E.
Seymour District Deputy Commissioner

ACCEPTED:

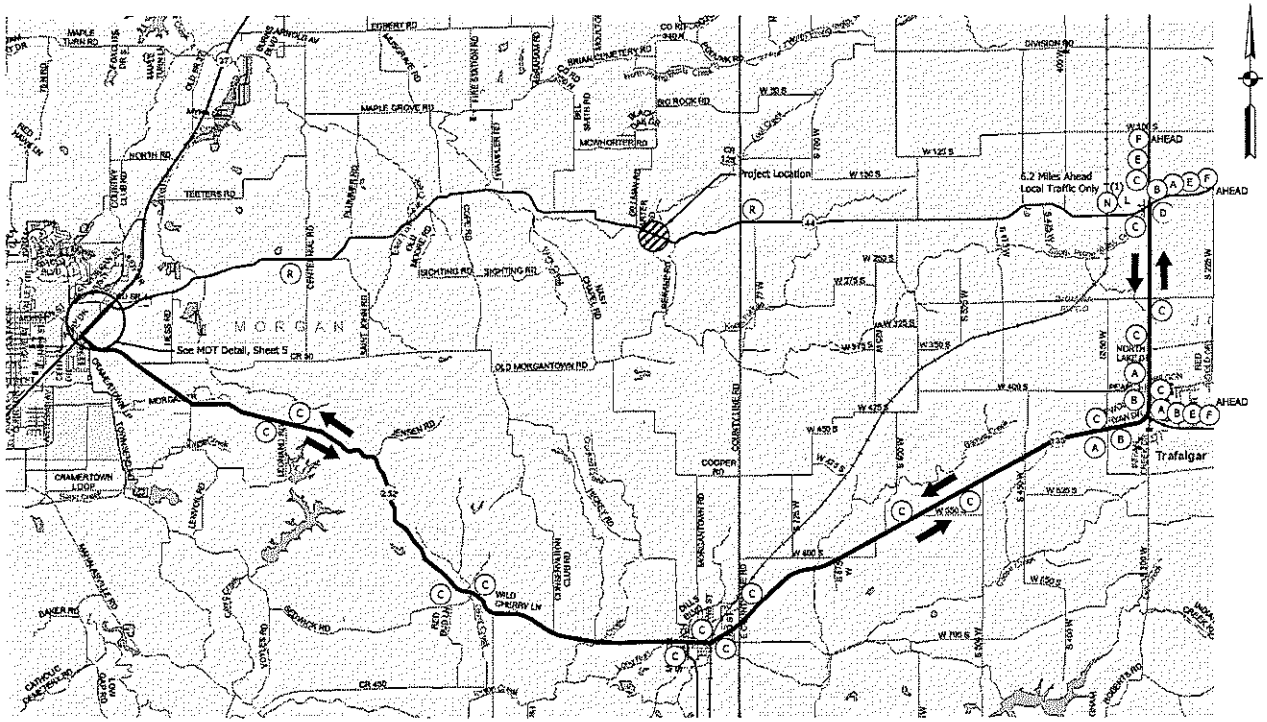
_____
Bryan Collier, Commissioner

_____
Don Adams, Commissioner

_____
Kenneth Hale, Commissioner

Date_____

cc: Project Engineer/file



PROJECT MAP

LEGEND

- Construction Sign
- Barricade III-A
- Barricade III-B
- Roadway Construction
- Posted Detour Route
- Traffic Flow Arrow

Detour Route Marker Assemblies

A	DRMA (Advance Turn)	9	Ea.
B	DRMA (Directional)	10	Ea.
C	DRMA (Confirming)	25	Ea.
D	DRMA (End)	2	Ea.

Type A Construction Signs

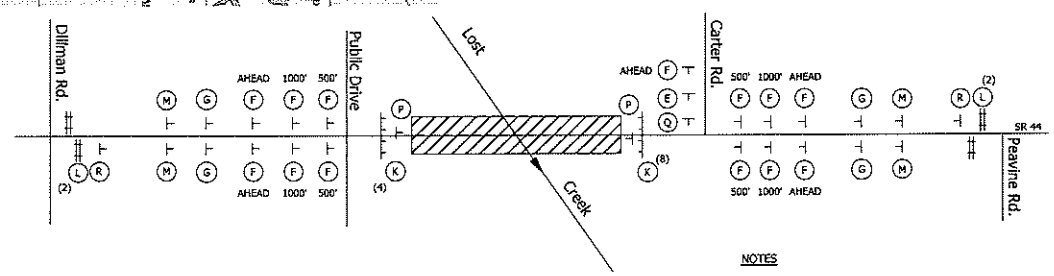
E	XW20-2 (Detour Ahead)	7	Ea.
F	XW20-3 (Road Closed _____)	17	Ea.
G	XG20-5 (Advanced Closure Notice)	4	Ea.
R	R11-3(b) (Bridge Out)	4	Ea.

Barricades

K	Barricade, Type III-A (No. of 12' Units)	144	Lft. (12)
L	Barricade, Type III-B (No. of 12' Units)	84	Lft. (7)

Road Closure Sign Assembles

M	RCSA (R11-4)	4	Ea.
N	RCSA (R11-3(a) and XM4-10 (L))	1	Ea.
O	RCSA (R11-3(a) and XM4-10 (R))	1	Ea.
P	RCSA (R11-2)	2	Ea.
Q	RCSA (R3-2)	1	Ea.
S	RCSA (R11-3)	1	Ea.



PROJECT LOCATION
NOT TO SCALE

NOTES

1. Typical sign spacing is 500 feet.
2. For detour route marker assemblies (A), (B), (C), and (D), see Standard Drawing E 801-TCDT-04.
3. (G) to be placed in advance of closure.

Official Detour

D. Eric Brown
REGISTERED NO. 900702230
STATE OF INDIANA
PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL D. Eric Brown 7/7/2023
DESIGN ENGINEER DATE

DESIGNED: MPF DRAWN: TMH
CHECKED: DEB CHECKED: DEB

INDIANA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE OF TRAFFIC
S.R. 44 OVER LOST CREEK

HORIZONTAL SCALE 1" = 4000'	BRIDGE FILE NO. D49-SS-06696 A
VERTICAL SCALE	DESIGNATION NO. 1802998
SURVEY BOOK NO.	SHEETS 4 of 29
CONTRACT NO. B-42218	PROJECT NO. 1802998

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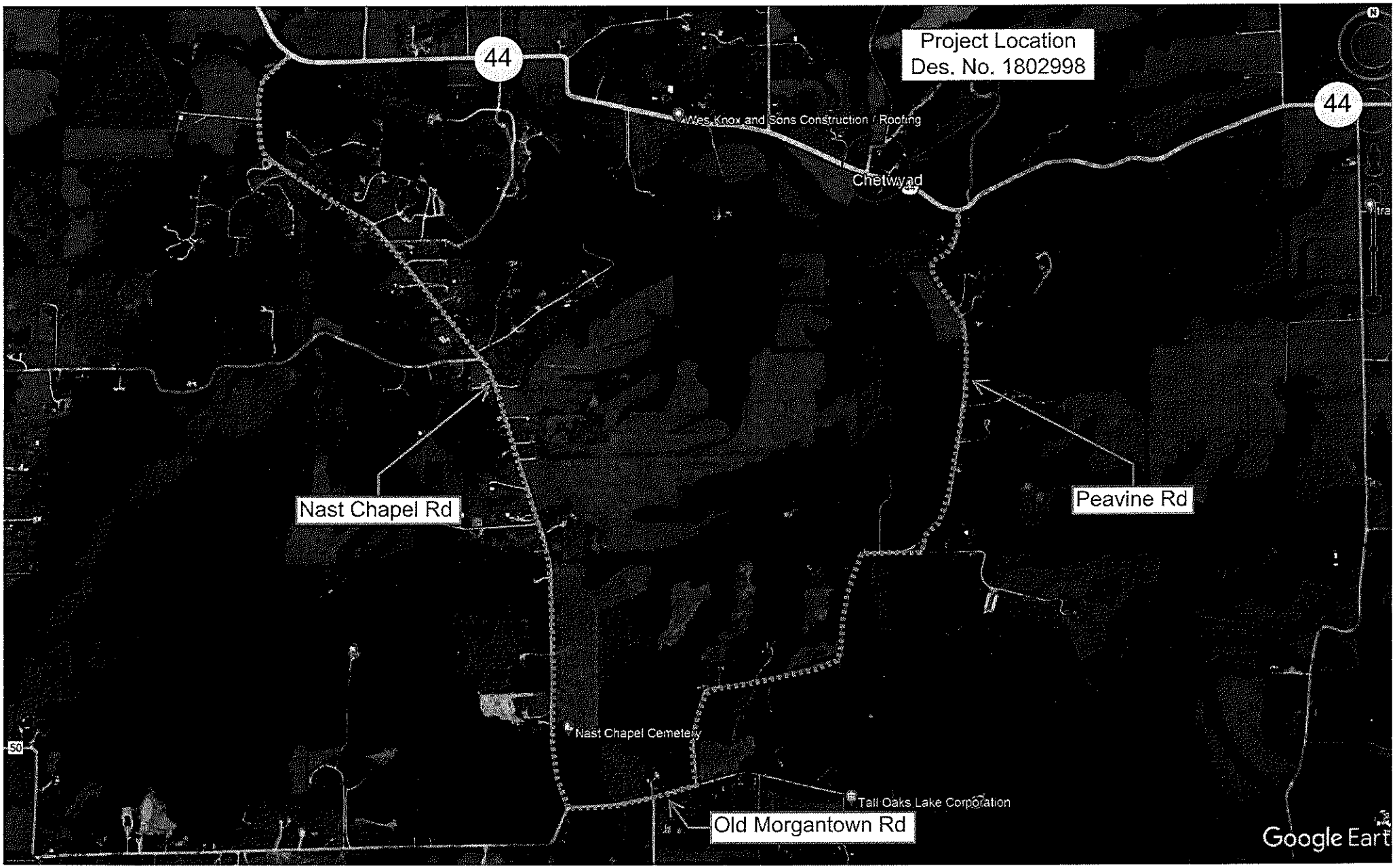
Unofficial Detour



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SUBRECIPIENT GRANT AGREEMENT
FEDERAL FISCAL YEAR 2023
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

Contract #0000000000000000000080833

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

1. Purpose of this Grant Agreement; Funding Source. The State has been designated by the U.S. Department of Homeland Security Federal Emergency Management Agency ("FEMA") as the Recipient to receive, administer, and disburse Emergency Management Performance Grant Program ("EMPG") funds to local governments for preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act of 2006* (6 USC § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 USC § 5121 *et seq.*), by providing a system of emergency preparedness for the protection of life and property in the United States from all hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions.

The purpose of this Grant Agreement is to enable the State, pursuant to its authority under IC § 10-19-3-3, to make a subaward to the Subrecipient for the allowable costs/budget of this project (the "Project") and for the allowable project goals as described in the Subrecipient's grant application ("Grant Application"), of this Grant Agreement, both of which are electronically filed and saved online using the State's grant management system and identified by the Subrecipient, project number and grant program and year. The Project and Grant Application are fully incorporated into this Grant Agreement by reference.

The funds received by the Subrecipient shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

SPECIAL CONDITIONS: None

FUNDING SOURCE:

Federal Funds Program Name per Assistance Listings Number (ALN):
Emergency Management Performance Grant
ALN #97.042
Federal Fiscal Year: 2023
Federal Award Identification Number: EMC-2023-EP-00006
Date Funds were Accepted by the State: October 1, 2023

2. Amount of Subaward. The Subrecipient is awarded funding in the amount specified below:

Type of EMPG Project which the Subrecipient is awarded:	**Award Amount**
Salary Reimbursement (includes base-salary and fringe benefits as outlined in the Subrecipient's Project and Grant Application)	$44,827.62
Total remuneration under this Grant Agreement is not to exceed:	$44,827.62

3. Term. The term of this Grant Agreement is October 1, 2023 through September 30, 2024.

Note, the federal performance period for the FFY 2023 EMPG is October 1, 2022, through September 30, 2025. However, the reimbursement time period for the Subrecipient's Project under this Grant Agreement is NOT the same as the Federal performance period.

Due to the nature of Salary Reimbursement projects, the activities that can be reimbursed must take place during a standard calendar year (January 1 through December 31). The compliance period for this award is January 1, 2023, through December 31, 2023.

Unless otherwise provided herein, the term may be extended upon the written agreement of the parties and as permitted by state or federal laws governing the use of these grant funds.

4. Representations and Warranties of the Subrecipient.

A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete, and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Grant Application.

B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

C. The Subrecipient certifies by entering into this Grant Agreement that it currently has and shall maintain an active registration within the Federal System for Awards Management (SAM) that includes the Subrecipient's current information at all times throughout the duration of this Grant Agreement, including amendments of this Grant Agreement, unless the Subrecipient is exempted under 2 CFR § 25.110.

D. The Subrecipient certifies that funds awarded under this Grant Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

5. Implementation of and Reporting on the Project.

A. The Subrecipient shall implement and complete the Project in accordance with the plans and specifications contained in its Project and Grant Application, which are on file with the State and incorporated by reference. The Subrecipient shall be solely responsible for the proper implementation of the approved Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by December 31, 2023.

1) Since the Subrecipient is receiving an award for a Salary Reimbursement Project, the Subrecipient is required to upload documentation demonstrating compliance with training and HSEEP exercise requirements, as well as supporting documentation indicating salary expenditures and fringe benefit expenditures. **This information must be submitted to the State through the Indiana grants management system, IntelliGrants, after January 1, 2024. If a Subrecipient is unable to produce the required supporting documentation, then the Subrecipient will not receive the reimbursement for salary expenditure.**

B. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project or Grant Application, then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a grant adjustment notice to the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of Subrecipient's Project or Grant Application without first receiving approval from the State regarding the Subrecipient's modification request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by FEMA allowability guidelines, the Subrecipient's Project, Grant Application, or the State, will not be reimbursed under this Grant Agreement. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will either not be paid for that expenditure or, if the State advanced funds to the Subrecipient, then the Subrecipient shall be required to reimburse the State for the amount of funds that were not approved.

C. The Subrecipient shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall then submit those reports to FEMA.

D. The Subrecipient shall comply with the document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume II, February 21, 2017" available at: https://www.in.gov/dhs/files/2017-IDHS-Comprehensive-Training-Exercise-Grant-Guidance.pdf. (These requirements include, but are not limited to, the State's requirement that the Homeland Security Exercise and Evaluation Program ("HSEEP") Methodology be used for all training and exercise design, planning, conduct, and for the after action/improvement process, and, if it is available, that all training and exercises must be scheduled on the U.S. DHS National Exercise Schedule ("NEXS") System to include all required information as listed on the NEXS System.)

6. Requirements Applicable to Property/Equipment Purchased Using Grant Funds. For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than $500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

A. Maintain records that include the following:

1) A description of the property;
2) Manufacturer's model number;
3) Manufacturer's serial number or other identification number;
4) Vendor or other source of the property;
5) Identification of the title holder of the property;
6) Acquisition date;
7) State Contract number of the Agreement which provided the funding;
8) Cost of the property;
9) Physical location of the property;
10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
11) Use of the property;
12) Condition of the property; and
13) The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.

B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in

connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.

C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its Grant Application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.

D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.

E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.

F. The Subrecipient agrees to the following:

1) The equipment and any required support personnel shall be made available to the State of Indiana if requested for training purposes or as part of a state incident response.
2) The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
3) Personal use of the equipment is not permitted.
4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Homeland Security".

G. If a Subrecipient fails to comply with any part of this provision, the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under this Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.

H. **Federal Requirement Pertaining to Equipment Disposition.** When original or replacement equipment acquired by the Subrecipient under this Grant Agreement is no longer needed for the original project or program or for the other activities currently or previously supported by US DHS/FEMA, the Subrecipient must request instructions from US DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR 200.313.

I. These requirements are on-going and survive the expiration or termination of this Grant Agreement and will remain in effect until the property is disposed of in accordance with this Grant Agreement.

7. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a completed expenditure report setting out the intended purposes of those funds. The expenditure report required shall be designated by the State and submitted in a manner as prescribed by the State. After such funds have been expended by the Subrecipient, the Subrecipient shall provide the State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon submission of a completed expenditure report detailing any expenditure amount and description and must be submitted with accompanying supporting documentation as designated by the State. These reports must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items. An expenditure report showing an expense that is submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant Agreement. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. A quarterly expenditure report shall be submitted to the State within fifteen (15) days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.

E. All FINAL (those submitted after the end of the term) expenditure reports must be submitted to the State within thirty (30) calendar days after the end of the term. Payment for claims submitted after that time may, at the discretion of the State, be denied.

F. **If grant award funds have been advanced to the Subrecipient and any amount of those advanced funds are unexpended at the time that the final expenditure is submitted to the State after December 31, 2023, then any advanced unexpended Grant funds shall be returned by the Subrecipient to the State.**

G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant.

H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.

I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the Subrecipient's award amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.

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

A. whether Project activities are consistent with those set forth in the Subrecipient's Grant Application and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the budget presented in the Subrecipient's Grant Application and that unpaid costs have been properly accrued;

C. that the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

The Subrecipient will take all necessary actions to correct or cure any problematic findings identified by the State during its monitoring and evaluation.

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

A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

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

C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf. Guidelines for filing the annual report are included in **Exhibit B** (Guidelines for Non-governmental Entities).

10. Compliance with Laws.

A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.

B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.*

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

C. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.

D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:
   1) The Subrecipient and any principals of the Subrecipient certify that:
      (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC § 24-5-12 [Telephone Solicitations]; or
         (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

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

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

11. Debarment and Suspension.

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

13. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

A. The Subrecipient has enrolled and is participating in the E-Verify program;

B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Subrecipient does not knowingly employ an unauthorized alien;

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

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

This clause is not applicable if the Subrecipient is a state agency, political subdivision, including local school corporations and charter schools, a state educational institution, or a self-employed person that does not employ any employees.

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

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

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

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

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

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

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

A. Notices to the State shall be sent to:

Grants Management Director
attn.: EMPG Coordinator
Indiana Department of Homeland Security
302 West Washington Street, Room E208
Indianapolis, Indiana 46204
E-mail: grants@dhs.in.gov
Subject line should identify the grant program, year, and Subrecipient's name

B. Notices to the Subrecipient shall be sent to:

Abigail Worth
1050 Lincoln Hill Rd
Martinsville, IN 46151

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

20. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including **Exhibit A** and those identified in paragraph 28, below, (2) this Grant Agreement, (3) requirements imposed by the federal Notice of Funding Opportunity ("NOFO") associated with this grant program (4) requirements imposed by the State of Indiana NOFO associated with this grant program (5) Exhibits prepared by the State, (6) Award Letter provided to the Subrecipient, including any special conditions imposed therein, and (7) the Subrecipient's Grant Application on file with the State. All of the foregoing are incorporated fully herein by reference.

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

22. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project and associated budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

23. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State or FEMA whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination

shall be effected by delivery to the Subrecipient of a written Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

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

25. Remedies Not Impaired. No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

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

27. Survival. Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration or termination in accordance with their terms.

28. Federal and State Third-Party Contract Provisions. This Grant involves the payment of federal funds. The Subrecipient and, if applicable, its contractors shall comply with the federal provisions within this paragraph and all the federal provisions contained in **Exhibit A**.

A. When applicable, Subrecipient shall follow 2 CFR 200.318 General procurement standards through 2 CFR 200.326 to ensure that procurements conform with applicable Federal and State law. Such requirements include:

   1) Subrecipient shall document all procurement practices and maintain records of procurement actions taken (for instance, maintain copies of all bids, proposals, quotes, cost/price analysis, basis for selection decisions, purchase orders, and contracts) throughout the Term and as related to the Project.
   2) Subrecipient's procurement procedures must avoid acquisition of unnecessary or duplicative items.
   3) All procurement transactions must be conducted in a manner providing full and open competition and should avoid restrictive language. See 2 CFR 200.319 for further requirements and guidance.
   4) Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See 2 CFR 200.321.

      Affirmative steps include: Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned or located in a HUBZone on solicitation lists and ensuring such groups are solicited whenever they are potential procurement sources; Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by such groups; and/or establishing delivery schedules, where the requirement permits, which encouraged participation by such groups as appropriate.

B. The Subrecipient, if using federal funds to pay for emergency management personnel, shall require all EMPG program funded personnel to ensure and maintain adoption and implementation of the National Incident Management System ("NIMS"). Please see the following link for more information on NIMS: https://www.fema.gov/sites/default/files/documents/FEMA_2021-

Preparedness-Grants-Manual_02-19-2021.pdf.

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

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

A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
B. Paragraph 2, Amount of Subaward, has been added.
C. Paragraph 3, Term, has been modified.
D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
E. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
F. Paragraph 6, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
G. Paragraph 7, Payment of Claims, has been modified.
H. Paragraph 8, Project Monitoring by the State, has been modified.
I. Paragraph 9, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
J. Paragraph 11, Debarment and Suspension, has been modified.
K. Paragraph 13, Employment Eligibility Verification, has been modified.
L. Paragraph 16, Information Technology Accessibility Standards, has been modified.
M. Paragraph 20, Order of Precedence; Incorporation by Reference, has been modified.
N. Paragraph 22, Termination for Breach, has been modified.
O. Paragraph 23, Termination for Convenience, has been modified.
P. Paragraph 25, Remedies Not Impaired, has been added.
Q. Paragraph 26, Severability, has been added.
R. Paragraph 27, Survival, has been added.
S. Paragraph 28, Federal and State Third-Party Contract Provisions, has been modified.

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Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

Morgan County	Indiana Department of Homeland Security
By:	By:
Title:	Title:
Date:	Date:

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

EXHIBIT A - Federal Requirements

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

1. **Subrecipient Acknowledgments, Assurances, Disclosures, and Practices.** All Subrecipients and any contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing United States Department of Homeland Security ("DHS") access to records, accounts, documents, information, facilities, and staff. In particular,

   A. The Subrecipient must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

   B. The Subrecipient must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

   C. The Subrecipient must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. The State may do this on your behalf.

   D. The Subrecipient must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

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

   F. The Subrecipient shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the State and FEMA.

   G. The Subrecipient shall not use the federal award to sue the federal government or any other government entity.

   H. The Subrecipient shall not use the funds as matching funds for any other State or federal award.

   I. The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as required by 2 CFR § 200.318(c)(1). No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

   Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

   J. The Subrecipient shall comply with the federal Procurement Standards established under 2 CFR § 200, Subpart D, 2 CFR §§ 200.317 through 200.326 and adopted by DHS as 2 CFR Part 3002.

K. As required by 2 CFR § 200.327, in addition to all other provisions required by DHS and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

L. Subrecipients must comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local permits and clearances may jeopardize Federal funding. If ground disturbing activities occur during construction, Subrecipients must immediately notify the State and continue to monitor the ground disturbance. If any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the State and FEMA.

The United States has the right to seek judicial enforcement of these obligations.

2. **DHS Standard Terms and Conditions.** FEMA requires compliance with the DHS Standard Terms and Conditions which is published and maintained on the Homeland Security website: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions. Unless otherwise stated, the Subrecipient shall comply with the most current DHS Standard Terms and Conditions published at the time the Subrecipient received its award. Though not exhaustive, the Subrecipient shall comply with the following DHS conditions:

A. Acknowledgment of Federal Funding from DHS.

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

B. Acceptance of Post Award Changes.

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate the Subrecipient's acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ask-gmd@fema.dhs.gov if you have any questions.

C. Activities Conducted Abroad.

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

D. Age Discrimination Act of 1975.

All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, US Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990.

All Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 USC §§ 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities.

F. Applicability of DHS Standard Terms and Conditions to Tribes.

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where is does not already exist.

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

DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard From 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FOA) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this Grant Agreement, Subrecipients and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

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

All Subrecipients who collect personally identifiable information ("PII") are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and the Privacy Template as useful resources respectively. If the Subrecipient is unable to locate the listed resources, the Subrecipient should contact the State for assistance.

I. Civil Rights Act of 1964, Title VI.

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

J. Civil Rights Act of 1968.

All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 USC § 3601 et

seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 CFR Part 100, Subpart D).

K. Copyright.

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

L. Debarment and Suspension.

All Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

M. Disposition of Equipment Acquired Under the Federal Award.

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instruction from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

N. Drug-Free Workplace Regulations.

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

O. Duplication of Benefits.

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statues, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations or federal financial assistance award terms and conditions; or for other reasons.

P. Education Amendments of 1972 (Equal Opportunity in Education Act), Title IX.

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

Q. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety.

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

R. Energy Policy and Conservation Act.

All Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 USC § 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

S. False Claims Act and Program Fraud Civil Remedies.

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

T. Federal Debt Status.

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

U. Federal Leadership on Reducing Text Messaging while Driving.

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

V. Fly America Act of 1974.

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

W. Hotel and Motel Fire Safety Act of 1990.

All Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC §2225a.

X. Indirect Cost Rate.

2 C.F.R. Section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Y. John S. McCain National Defense Authorization Act of Fiscal Year 2019.

All Subrecipients and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS Subrecipients and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

AA. Lobbying Prohibitions.

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

BB. National Environmental Policy Act.

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

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

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

DD. Non-supplanting Requirement.

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

EE. Notice of Funding Opportunity Requirements.

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

FF. Patent and Intellectual Property Rights.

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

GG. Prior Approval for Modification of Approved Budget.

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. Section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. Section 200.308(h)(5) to require the Subrecipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

HH. Procurement of Recovered Materials.

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

II. Rehabilitation Act of 1973.

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

JJ. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and

Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

KK. Reporting Subawards and Executive Compensation.

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

LL. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order 14005. Subrecipients of an award of federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

When necessary, Subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
   (1) applying the domestic content procurement preference would be inconsistent with the public interest;
   (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
   (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Subrecipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Subrecipient should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

MM. SAFECOM.

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

NN. Terrorist Financing.

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

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

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

PP. Universal Identifier and System of Award Management.

Requirements for System for Award Management and Unique Entity Identifier Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated by reference. A Subrecipient is ineligible to a subaward from the State unless the Subrecipient has provide its unique entity identifier to the State.

QQ. USA Patriot Act of 2001.

All Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 USC §§ 175–175c.

RR. Use of DHS Seal, Logo, and Flags.

All Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

SS. Whistleblower Protection Act.

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

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

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the Subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific Subrecipient guidance on how to submit information for EHP review depends on the individual grant program and Subrecipients should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, the Subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, the Subrecipient will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

EXHIBIT B - Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
   a. There is no filing fee to do this.
   b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
   c. The E-1 electronical submission site is found at https://gateway.ifionline.org/login.aspx
   d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
   e. The State Board of Accounts may request documentation to support the information presented on the E-1.
   f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.

2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs.

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

FLOOD DAMAGE PREVENTION ORDINANCE
For Morgan County and The Towns of Bethany, Brooklyn and Paragon

Ordinance No. 2024-3

Article 1. Statutory Authorization, Findings of Fact, Purpose, and Methods

Section A. Statutory Authorization

The Indiana Legislature has in IC 36-1-4-11 granted the power to local government units to control land use within their jurisdictions. Therefore, the Board of Commissioners of Morgan County, Indiana does hereby adopt the following floodplain management regulations.

Section B. Findings of Fact

The flood hazard areas of Morgan County and the Towns of Bethany, Brooklyn, and Paragon are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted. A FEH-based river corridor map shows the area a river needs to accommodate equilibrium conditions, specifically the meanders (stream length) and slope requirement of a stable stream channel. It also shows the land most vulnerable to erosion from flooding. Preventing further encroachment into the river corridor will minimize fluvial erosion hazards and property loss from flooding, enhance public safety, maximize channel stability, and maintain or improve water quality and habitat function.

Section C. Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health.

(2) Minimize expenditure of public money for costly flood control projects.

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.

(4) Minimize prolonged business interruptions.

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains.

(6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight area.

(7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

(8) Minimize the impact of development on adjacent properties within and near flood prone areas.

(9) To not allow any new primary building in the SFHA / FEHA.

Morgan County Highway Dept.
5400 Blue Bluff Rd, Martinsville, IN 46151
Phone: (317) 831-7989 | Fax: (317) 831-3928

January 9, 2024

Morgan County Commissioners
180 S. Main Street
Martinsville, IN 46151

RE: Morgan County Technical Design Standards

Dear Commissioners,

Attached you will find the proposed set of the Morgan County Technical Design Standards for your review and approval. These standards are to be used in conjunction with the Morgan County Thoroughfare Plan and the Unified Development Ordinance to guide future development within Morgan County.

I have reviewed these standards with Morgan County Planning Director, Laura Parker, and also with Morgan County Surveyor, Terry Brock, and we have agreed that they are fit for incorporation into our County's set of design guidance documents. It is the intent that all future development will follow these standards.

If you find these acceptable, please sign the signature page (sheet 2).

Thank you,

Justin Schneck

Justin Schneck, PE
Morgan County Engineer

ORDINANCE NO. 2024-2

AN ORDINANCE ADOPTING AND IMPLEMENTING MORGAN COUNTY TECHNICAL DESIGN STANDARDS

WHEREAS Indiana Code Sections 36-1-3 et seq. permit any county in the State of Indiana to exercise any power or perform any function necessary to the public interest in the context of its county or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity;

WHEREAS the Board of Commissioners of Morgan County, Indiana ("Commissioners") is the County executive and legislative body and is by law authorized to adopt ordinances and resolutions for the public health, safety, and general welfare of its residents;

WHEREAS, the County is responsible for maintaining the streets, roads, and structures that have been accepted in to the County's network of roads and bridges, making it therefore necessary for the County to set standards for the construction of all improvements for which the County will be responsible in order to avoid assuming unnecessary maintenance costs or other harms to the citizens and businesses of Morgan County;

WHEREAS, Morgan County Engineer, Justin Schneck, PE, has presented to the Commissioners an updated proposed set of the Morgan County Technical Design standards, after reviewing such standards with Morgan County Planning Director, Laura Parker, and with Morgan County Surveyor, Terry Brock, and has requested approval of said Technical Design Standards;

WHEREAS, the Commissioners, having reviewed the proposed Technical Design Standards, deem it reasonable and appropriate to revise and update the Morgan County Technical Design Standards as proposed, effective immediately;

NOW, THEREFORE, BE IT ORDERED, ESTABLISHED, RESOLVED AND ORDAINED by the Board of Commissioners of Morgan County, Indiana as follows:

1. The Morgan County Technical Design Standards attached hereto are hereby incorporated by reference and approved and adopted effective February 5, 2024;

2. The standards set forth in the Technical Design Standards are intended to be minimum standards. Variances from these standards may be considered by the Morgan County Board of Commissioners upon written application citing unusual conditions justifying changes based upon sound engineering practices. Proposed variances shall have been reviewed by the County Engineer and the Plan Commission before being submitted to the Board of Commissioners for consideration.

3. These standards are to be used in conjunction with the Morgan County Thoroughfare Plan and the Unified Development Ordinance to guide future development within Morgan County. All references in the existing Thoroughfare Plan and/or the Unified Development Ordinance to the Technical Design Standards shall hereafter be interpreted as referencing the Technical Design Standards adopted in this Ordinance.

4. This Ordinance is effective immediately upon its adoption and shall remain in effect until further act of the Board of Commissioners.

ALL OF WHICH IS PASSED AND ORDAINED this _____ day of _____, 2024.

MORGAN COUNTY, INDIANA BOARD OF COMMISSIONERS

_____
DON ADAMS, President

ATTEST: _____
LINDA PRUITT
Morgan County Auditor

_____
BRYAN COLLIER, Vice President

_____
KENNY HALE

FARM LEASE AGREEMENT
Voyles Brothers Grain, Inc.

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and VOYLES BROTHERS GRAIN, INC. (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

Legal Descriptions attached.
Parcels 55-13-12-200-005.000-020, 55-13-12-400-003.000-020
Commonly known as being adjacent to Leonard Road

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at

FARM CASH LEASE AGREEMENT
Lankford Farms

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and LANKFORD FARMS, (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

> Certain tillable ground located within S22, T12 N, R1W AKA TR 19 Rolling Hills S PT; (5.19 A +/-), 55-08-22-200-003.000.014

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at least 90-days in advance of the intended termination and does not interfere with the

FARM LEASE AGREEMENT
Voyles Farms, Inc.

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and VOYLES FARMS, INC., (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

Legal Descriptions attached.
Parcels 55-13-12-200-004.000-020, 55-13-12-400-002.000-020, 55-13-12-200-005.001-020, and 55-14-07-100-005.000-012
Commonly known as being adjacent to Leonard Road

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at

FARM CASH LEASE AGREEMENT
Tony Derringer

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and TONY DERRINGER, (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

Certain tillable ground located within S26, T12 R2E PT SW SW; (7.91 A +/-), 55-10-26-300-012.000.009 AKA 7805 S R 44

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at least 90-days in advance of the intended termination and does not interfere with the

FARM LEASE AGREEMENT
Milhon Farms

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and MILHON FARMS. (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

Approximately 10.00 acres (+/-) of tillable ground located in S3, T12, R1E, E-SE and south of the Morgan County Highway Department.

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at least 90-days in advance of the intended termination and does not interfere with the

FARM CASH LEASE AGREEMENT
J D Fletcher Farms

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and J D FLETCHER FARMS (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

> See Legal Description attached.
> Parcel 55-10-23-200-002.001-009
> Commonly known as: 2776 Dillman Road, Martinsville, IN 46151

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at

MORGAN COUNTY, INDIANA
FARM CASH LEASE AGREEMENT
Cragen Farms
3695 S Lingle Rd 2.6 ac +/-
3641 S Lingle Rd 2.431 ac +/-
3823 S Lingle Rd 2.13 ac +/-
4005 S Lingle Rd 2.29 ac +/-

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and Cragen Farms, (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

Approximately 2.6 acres (+/-) of tillable ground located in S23, T11, R2W, Parcel #55-11-23-300-005.000-018, commonly known as 3695 S Lingle Rd Martinsville, Morgan County, Indiana

and approximately 2.431 acres (+/-) of tillable ground located in S23, T11, R2W, Parcel #55-11-23-300-006.000-018 commonly known as 3641 S Lingle Rd Martinsville, Morgan County, Indiana

and approximately 2.13 acres (+/-) of tillable ground located in S22, T11, R2W, Parcel #55-11-22-400-007.000-018 commonly known as 3823 S Lingle Rd Martinsville, Morgan County, Indiana

and approximately 2.29 acres (+/-) of tillable ground located in S27 T11 R2W, Parcel #55-11-27-200-002.000-018 commonly known as 4005 Lingle Rd Martinsville, Morgan County, Indiana

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any

FARM CASH LEASE AGREEMENT
Brent Sample

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5th day of February, 2024, by and between MORGAN COUNTY, by its BOARD OF COMMISSIONERS (Owner) and BRENT SAMPLE, (Renter). The signatories for the Owner and Renter warrant and represent that they have been duly authorized to execute this Lease on behalf of the Owner and Renter, respectively.

WHEREBY, IT IS AGREED AS FOLLOWS:

1. The Owner, in consideration of the agreements herein, does rent and lease unto the Renter the following described real estate in Morgan County, Indiana, to-wit:

> Certain tillable ground located within S27, T11 R2W PT NE NW; (5.0 A +/-), 55-11-27-100-003.000.018 AKA 4244 S Lingle Rd

("Leased Premises").

2. This Lease shall become effective for crop year 2024 and shall continue in full force and effect until December 31, 2026. Tenant shall not have any right to renew the Lease and the Lease will expire at the end of the rental term without notice or any other action by Owner. Nothing herein shall be construed as creating a tenancy from year to year under Indiana Code 32-31-1 or otherwise. Renter understands that any subsequent lease terms must be re-bid by the Owner.

3. Notwithstanding the above, this Lease may be terminated, in whole or in part, by the Owner at any time during the Lease term whenever, for any reason, if Owner determines that such termination is in the County's best interest, upon reasonable written notice to the Renter. Notice shall be considered reasonable so long as notice is given at least 90-days in advance of the intended termination and does not interfere with the

Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Morgan County 911 Telex Dispatch Console System

Purchase Agreement and Maintenance Contract

Terms and Conditions

1.Purchase Agreement: Equipment listed on pages 3 through 5 of this Purchase Agreement and Maintenance Contract (Agreement) will be installed at the Morgan County 911 Dispatch Center, 1050 Lincoln Hill Road, Martinsville, Indiana. The equipment will provide radio dispatch capabilities using 800 MHz, UHF, and VHF frequencies, enabling 911 to communicate with local, regional, and statewide public safety agencies.

2.Maintenance Contract: The Agreement includes a five (5) year parts and labor maintenance contract to repair to factory specification said equipment that may become defective through normal wear and tear. Agreement does not include maintenance of transmission lines, base station antennas, batteries, towers, and/or damage caused by lightning, physical abuse, or use of equipment outside of intended purpose.

3.Hours of Service: Electronic Communication Systems, Inc (ECS) maintains business hours of 8:00 a.m. ET to 5:00 p.m. ET Monday through Friday. Service deemed emergency is included in this Agreement and available 24/7.

4.Lease Purchase: Morgan County Commissioners agree to enter a five (5) lease purchase agreement. This Lease Purchase Agreement (Lease) is between Morgan County, the borrower and Milestone Bank, the lender. The Lease is a separate agreement between listed parties.

5.Payment: Morgan County Commissioners agree payment of $377,654.20 will be made from Milestone Bank to ECS immediately upon completion of project. Payment will be made to: Electronic Communication Systems, Inc., 2476 W. Industrial Park Dr., Bloomington, IN 47404. Morgan County Commissioners ultimately bear the burden of payment.

6.Maintenance Contract Term: Agreement will have a term of five (5) years beginning January 30, 2024, and expiring January 29, 2029. A new Maintenance Contract may be quoted and entered after the current five (5) year term expires.

TELEX
RADIO DISPATCH PRODUCTS

Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Morgan County 911 Telex Dispatch Console System

Purchase Agreement and Maintenance Contract

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

_____ 1/30/24

Michael Dyer Date

Electronic Communication Systems, Inc. President

Morgan County Commissioners:

_____ _____

Bryan Collier Date

_____ _____

Kenny Hale Date

_____ _____

Don Adams Date

TELEX
RADIO DISPATCH PRODUCTS

Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Taking Customer Service to New Heights

DATE: January 30, 2024

ATTN: Director Scott Hamilton
Morgan County 911

FROM: Michael Dyer

RE: Telex Nexus IP Dispatch Console Quotation

QTY	DESCRIPTION	PRICE	EXTENDED	
11	Telex C-Soft 7 50L Line Software Key USB *F.01U.307.025 (1 Spare)*	$8,255.00	$90,805.00	
11	Telex Mini Industrial P.C with Windows 10 *F.01U.124.474 (1 Spare)*	4,150.00	45,650.00	
11	Telex ADHB-4-GEN2 US Advance Audio Panel *F.01U.149.779 (1 Spare)*	2,977.00	32,747.00	
11	Polar Desktop Gooseneck Microphone *F.01U.164.301 (1 Spare)*	586.00	6,446.00	
10	Bose Speakers for Select & Unselect Audio	350.00	3,500.00	
10	Telex ADHB-4MTBRK Mounting Bracket	69.90	699.00	
10	Samsung S24R350 24" Monitor 1920 X 1080	395.00	3,950.00	
13	Telex IP-224 IP Gateway WOPS NA *F.01U.347.907 (1 Spare)*	4,983.00	64,779.00	
24	Telex DB37 Radio Interface Cable	294.00	7,056.00	

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting

TELEX
RADIO DISPATCH PRODUCTS

Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Taking Customer Service to New Heights

RE: Telex Nexus IP Dispatch Console Quotation

QTY	DESCRIPTION	PRICE	EXTENDED	
16	Kenwood NX-5900K2 P25 Mobile Radio 700/800 MHz 35 Watt, P25 Phase 1& 2 Trunking	$2,819.90	$45,118.40	
4	Kenwood NX-5700K2 VHF Mobile Radio 136-174 MHz, 50 Watt, Analog & NXDN Digital	1,193.20	4,772.80	
1	Kenwood NX-5800K2 VHF Mobile Radio 380—470 MHz, 45 Watt, NXDN & DMR Digital	1,258.20	1,258.20	
2	Samlex 40 Amp Rack Mount Power Supply	1,575.00	3,150.00	
17	Samlex SEC-1235-M 30 Amp Power Supply	264.40	4,494.80	
5	Tripp Lite RS-0615-R Rack Mount Power Strip	150.00	750.00	
8	Samlex Dual Rack Mounting Plate	125.00	1,000.00	
7	Cooper B-Line Equipment Racks with Shelving	1,250.00	8,750.00	
1	Telex NEO-10 Network I/O Device	3,419.00	3,419.00	
3	16 Port Switch Managed IP Switch	1,250.00	3,750.00	
1	Laird Technologiers UHF Fiberglass Antenna with 2' Side Arm Mount & 100' RG-8 Cable	1,175.00	1,175.00	
24	Polyphaser Coaxial Lightning Protector	125.00	3,000.00	

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting

TELEX
RADIO DISPATCH PRODUCTS

Electronic Communication Systems Inc.
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Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Taking Customer Service to New Heights

RE: Telex Nexus IP Dispatch Console Quotation

QTY	DESCRIPTION	PRICE	EXTENDED
1	Telex IP-3018 Desktop Dispatch Console *F.01U.392.874*	$16,529.00	$16,529.00
12	Recording Interface Cable with Transformer	75.00	900.00
24	RG214 Radio Coaxial Interface Cables	125.00	3,000.00
1	Telex C-Soft 7 License Upgrade to 50 Line (EOC Console)	4,278.00	4,278.00
1	Five Year 24/7 Service Maintenance Contract *Includes Parts & Labor- Excludes Lighting Damage*	43,577.00	43,577.00
-1	Trade in Allowance Motorola MCC7550 Dispatch Console System	-65,000.00	-65,000.00
1	Shipping & Handeling	2,500.00	2,500.00
1	Installation Labor *Scope of Work: Installation of the above equipment at Morgan County Dispatch and Radio Room. Installing C-Soft 7 software on computer and set levels.*	35,600.00	35,600.00
		TOTAL	**$377,654.20**

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting

TELEX
RADIO DISPATCH PRODUCTS

Addendum to
Morgan County 911 Telex Dispatch Console System
Purchase Agreement and Maintenance Contract
Terms and Conditions

This Addendum to the Morgan County 911 Telex Dispatch Console System Purchase Agreement and Maintenance Contract Terms and Conditions ("Purchase Agreement and Maintenance Contract" or "Agreement"), by and between Electronic Communication Systems, Inc. ("ECS") and the Morgan County Board of Commissioners ("Morgan County") for the installation of certain equipment at the Morgan County 911 Dispatch Center. 1050 Lincoln Hill Road, Martinsville, Indiana, enabling 911 to communicate with local, regional, and statewide public safety agencies.

This Agreement amends and modifies that Purchase Agreement and Maintenance Contract to add the following provisions:

7. **Non-Appropriation.** The parties acknowledge that Morgan County is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore. If any time during the initial term or any subsequent term of this Agreement, the fiscal body should fail to appropriate sufficient funds to continue the contract, the Agreement shall become null and void. In the event of a non-appropriation of funds, Morgan County will give notice to ECS immediately of such a failure and shall pay a prorated amount for all services provided prior to the exhaustion of any appropriated funds. Morgan County agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or any subsequent term of this Agreement.

8. **E-Verify.** Under Indiana Code section 22-5-1.7-11, by entering into the Contract with Morgan County, ECS is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. ECS is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, ECS affirms that it does not knowingly employ an unauthorized alien. ECS further affirms that, prior to entering into the Agreement with Morgan County, it will enroll in and agrees to verify the work eligibility status of all of its newly hired employees through the E-Verify program.

9. **Non-Discrimination.** ECS agrees that it, and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment. Because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be disregarded as a material breach of the Agreement.

Capitalized terms herein have the same meaning as used in the Purchase Agreement and Maintenance Contract, unless otherwise noted.

All other provisions of the Purchase Agreement and Maintenance Contract, unless otherwise noted.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date(s) indicated below.

_____ _____

Michael Dyer Date
President, Electronic Communications Systems, Inc.

Morgan County Commissioners:

_____ _____

Don Adams Date

_____ _____

Bryan Collier Date

_____ _____

Kenny Hale Date

February 9, 2024

Morgan County

Thank you for the opportunity to present financing. In the hopes of earning your business, below are the economics we are proposing:

LESSOR:	Alliance Funding Group 17542 17th St, Suite 200 Tustin, CA 92780
LESSEE:	Morgan County
EQUIPMENT:	Telex Nexus IP Dispatch Console Quotation
COST:	$377,654.20
TERM:	4 Years- $106,828.81 Annualized Payment 5 Years - $88,122.07 Annualized Payment
STRUCTURE:	This is a net lease under this lease all costs (including insurance, maintenance, and taxes if applicable) are paid by lessee for the term of the Lease.
ADVANCE PAYMENTS:	N/A
END OF TERM:	$1 out
DOCUMENTATION FEE:	$695 – To be applied to site inspections, UCC filings, and administration costs
EXPIRATION DATE:	**March 2nd 20224 unless extended by Alliance Funding Group.**

Terms of proposal:

By your signature below, you agree, effective as of the date of any Approval Letter that we may issue, that we will be your true and lawful attorney in fact to execute on your behalf all Uniform Commercial Code Financing statements or other documents with respect to the Equipment which, in our determination, are necessary to secure and protect our interest in the Equipment.

If you agree that the terms and conditions of this Proposal are satisfactory, please so indicate by signing the counterpart of this Proposal in the space provided below and return it to us. By signing this Proposal, you are agreeing, upon issuance by us of an approval letter (an "Approval Letter"), to lease the Equipment from us on the terms and subject to the conditions outlined in this Proposal. If the terms and conditions outlined in this Proposal are amended in any material respect by our Approval Letter, we will request that you countersign the Approval Letter.

This Proposal is not a commitment or agreement by us to enter into the proposed transaction with you. We will be obligated to proceed with this proposed transaction only upon our issuance of an Approval Letter. Any Approval Letter so issued will be subject to the terms and conditions in the Supplier's Quotation and mutually satisfactory documentation. In addition, any commitment is subject to cancellation by us if, on or prior to the date we are scheduled to fund any portion of the proposed transaction, circumstances arise, that in our opinion, could have a material adverse effect on your financial conditions or operations, or could impair your ability to perform your obligations under the terms of the Lease.

Thank you for the opportunity to present this proposal. I look forward to establishing a long and mutually successful and satisfying business relationship. Please do not hesitate to call me with any questions or comments.

Alliance Funding Group

Signature: X _____

Title: _____

Date: _____

Morgan County

Signature: X _____

Title: _____

Date: _____

F/P1836

KEN NUNN LAW OFFICE®

KEN NUNN
BRAD SMITH
TROY RIVERA
MICHAEL HANLEY
RYAN ETTER
DANIEL GORE
KEVEN MCINTOSH

Franklin Place
104 SOUTH FRANKLIN ROAD
BLOOMINGTON, INDIANA 47404-5295

TEL: 1-800-Call-Ken
FAX: (866) 331-5321

DEAN ARNOLD
VICKY NUNN
ROM BYRON
NATHAN FOUSHEE
KEVIN DEVILLE
JAMES HURT
BRENT PIERCE

received
2/14/24

February 9, 2024

Commissioner
Indiana Dept. of Transportation
Room N758, Indiana Govt. Center
Indianapolis, IN 46204

Superintendent
Morgan County Highway Dept.
5400 Blue Bluff Road
Martinsville, IN 46151

Attorney General
State of Indiana
219 State House
Indianapolis, IN 46204

Indiana Dept. of Insurance
Indiana Political Subdivision
Risk Management Commission
311 W. Washington, Suite 300
Indianapolis, IN 46204

Governor
State of Indiana
206 State House
Indianapolis, IN 46204-2797

Morgan County
Morgan County Commissioners
180 South Main
Martinsville, IN 46151

Re: Notice of Tort Claim

Dear Sir or Madam:

You are hereby notified, pursuant to the requirements of the Indiana Tort Claims Act, I.C. 34-13-3-6 and I.C. 34-13-3-8, that Karen S. Stafford and Gary Stafford, individually and as husband and wife, intend to take legal action to claim compensation from Morgan County, Morgan County Highway Department, Morgan County Commissioners, State of Indiana and the Indiana Department of Transportation for damages for loss suffered by them based on the following statement of facts, circumstances and occurrences:

1. The incident occurred on or about August 28, 2023 at approximately 5:00 PM.

2. The basic facts of the incident are set forth in the police report enclosed.

3. The claimant, Karen Stafford, has incurred medical expenses and lost wages as a result of the incident and will incur future medical expenses and lost wages. The claimant, Karen Stafford, has also experienced physical pain and mental suffering and will experience physical pain and mental suffering in the future.

4. The claimant, Gary Stafford, has suffered a loss of his wife's services, society and

companionship as a result of Karen Stafford's injuries.

5. The damages claimed are a direct result of partial negligence on the part of Morgan County, Morgan County Highway Department, Morgan County Commissioners, State of Indiana and the Indiana Department of Transportation as follows:

a. for negligence in the design, construction, upkeep, repair or replacement of regulatory and other signage;

b. for negligence in failing to take the proper steps to correct the defects at this location where the above named parties had actual knowledge or notice of a dangerous condition;

c. for negligence in design, construction, upkeep, repair and maintenance of this location;

d. for negligence in failing to post a reduced speed limit at a dangerous location;

e. for negligence for lack of positive guidance at this location;

f. for negligence in failing to provide appropriate traffic control devices at a dangerous location;

g. for negligence in failing to properly and adequately illuminate a dangerous location;

h. for negligence in placing and/or allowing dangerous objects such as poles, culverts and other objects to be located in or near the right-of-way for the street or road;

i. for negligence in failing to inspect or discover dangerous objects located in or near the right-of-way for the street or road;

j. for negligence in failing to remove dangerous objects located in or near the right-of-way for the street or road;

k. for negligence in failing to install and/or maintain any cable or concrete barriers to prevent vehicles from crossing over into other lanes of traffic.

6. Claimants seek damages equal to the statutory maximum amount.

7. Persons involved known to the claimant are:

a. Indiana Department of Transportation;

b. State of Indiana;

c. Morgan County;

d. Morgan County Commissioners;

e. Morgan County Highway Dept;

f. Mason Hopper;

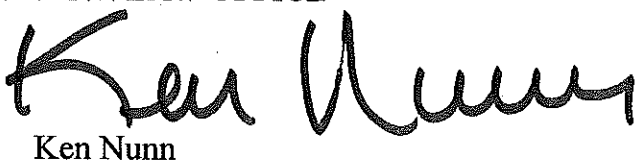
g. Morgan Hopper;

h. Stephanie Sladek.

8. At the time of the incident and presently, the claimants reside at: 10325 W. Baseline Road, Paragon, IN 46166.

If for any reason you feel that the above Notice does not constitute full and complete notice of our client's claims pursuant to the Indiana Tort Claims Act, or that some other agency or department should also be notified, please contact us immediately and we will provide whatever additional information is necessary. Absent any response on your part, we will assume that this letter fully complies with the Notice provisions of the Indiana Tort Claims Act to your satisfaction.

Sincerely,
KEN NUNN LAW OFFICE



BY: Ken Nunn
Attorney at Law

KLN:sjm
Enc.