

WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 24, 2020
4:00 P.M.

The Warrick County Commissioners met in regular session with Dan Saylor, President; Robert Johnson, Vice President; and Terry Phillippe, Member. Attorney Todd Glass and Administrator Roger Emmons were in attendance.

Auditor Debbie Stevens attended and recorded the minutes.

President Dan Saylor called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

Commissioner Saylor: Thank you. Good afternoon, everybody. First item on the agenda is our Public Hearing. So, I guess I'll need a motion to recess the Commissioners' Meeting and open the hearing.

Commissioner Phillippe: I'll make the motion.

Commissioner Johnson: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. (Motion carried 3-0).

PUBLIC HEARING
IN THE MATTER OF THE VACATION OF AN EXISTING 12 FOOT PUBLIC UTILITY EASEMENT LOCATION ON LOT 7 IN THE REPLAT OF LOTS 3, 4, AND 5 IN WARRICK PLACE IN WARRICK COUNTY, INDIANA

Commissioner Saylor: We officially have the Public Hearing open, so, Molly?

Molly Barnhill: They are vacating an existing twelve (12) foot utility easement on Lot 7 in the Replat of Lots 3, 4, and 5 in Warrick Place, Warrick County, Indiana. We do have all the letters from the utilities of non-objection. They've sent notice. We have the certified receipts from their notice to adjacent property owners. And we do have the proof of publication from when it was published in the Standard. And everything's in order.

Commissioner Saylor: Okay. So, is there anybody here to speak for or against this tonight? Come on up. State your name for the record please and who you're representing.

Eric Obermeyer: My name's Eric Obermeyer with Morley. And we've been contacted about doing a survey on this property and vacating the easement that runs through the middle of the lot. Let me know if you want me to go into more detail about what we have.

Commissioner Saylor: Commissioners? Does anybody have any questions on this? So, you're vacating the easement, are they gonna, they wanting this to build something here?

Eric Obermeyer: There is. There is a person looking into buying it to build on it. And right now, the way it's platted, the Lot 7 had an easement running through it. It went over to Lot 5 which is the Tommy's Car Wash that's now there. And when Tommy's Car Wash built, they vacated the portion of the easement that was on that Lot 5 in 2018. So, now they're looking to just vacate the part that runs through Lot 7.

Roger Emmons: There's nothing within that right now?

Eric Obermeyer: No, there's a couple area drains in there and they don't even stay in the easement. I think the easement may have been granted before the re-construction of the Lloyd and (HWY) 66.

Roger Emmons: Okay.

Eric Obermeyer: And it's not even labeled as a drainage easement. It's just a public utility easement.

Roger Emmons: Gotcha.

Commissioner Saylor: Bobby, you have any issues with that?

Bobby Howard: No, I don't have any issues.

Commissioner Saylor: Okay. Anybody from the audience to speak against this? Let the record show there is none. Commissioner, do you have a question?

Commissioner Johnson: No.

Commissioner Saylor: So, I guess we will close the Public Hearing. Do I have a motion to close the Public Hearing and open, reopen the Commissioners' Meeting?

Commissioner Johnson: Motion.

Commissioner Phillippe: I'll second.

Commissioner Saylor: First and second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

**ACTION ON PUBLIC HEARING
ORDINANCE 2020-16**

Commissioner Saylor: Next item on the agenda, thank you. Next item on the agenda is to vote on the matter. So, Molly, you have anything?

Roger Emmons: Ordinance number?

Molly Barnhill: We just need an Ordinance number.

Auditor Stevens: '16.

Roger Emmons: 2020-16. Thank you.

Commissioner Johnson: Make the motion to approve Ordinance 2020-16.

Commissioner Phillippe: I'll second the motion.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). There you go.

(Ordinance 2020-16 is located on Page 15 of these Official Minutes)

**AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
GATEWAY BUSINESS PARK 2**

Commissioner Saylor: Next item on the agenda, Molly?

Molly Barnhill: Okay, we have a Request for a Release of Surety. It's Gateway Business Park 2, by Delta Properties, LLC by Evan Beck. We're holding one thousand nine hundred forty-two dollars (\$1,942.00) in escrow which expires 06-23-2021 and they, Phil Baxter, County Surveyor, has signed off that construction has been completed.

Commissioner Saylor: So, Phil's okay with it?

Molly Barnhill: Yes.

Commissioner Saylor: Okay. So, do I have a motion, Gentlemen?

Commissioner Phillippe: Motion to approve the release of surety.

Commissioner Johnson: Second.

Commissioner Saylor: First and second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). That all you items, Molly?

Molly Barnhill: That's all for us.

Commissioner Saylor: Thank you.

Molly Barnhill: Thank you.

(Gateway Business Park 2 Release is located on Page 16 of these Official Minutes)

**APPROVAL OF MINUTES
AUGUST 10, 2020**

Commissioner Saylor: Next item on the agenda is Approval of our August 10, 2020 Regular Session Minutes. Do we have a motion?

Commissioner Johnson: Make a motion to approve the minutes.

Commissioner Phillippe: Second.

Commissioner Saylor: First and a second. Any discussion on those minutes? All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

**CONSENT AGENDA
INDEPENDENT CONTRACTOR AGREEMENT FOR HEALTH DEPARTMENT
FIXED ASSET NOTIFICATION FORMS FOR HIGHWAY DEPARTMENT AND
MAINTENANCE DEPARTMENT VEHICLE TRANSFERS
KORN FERRY TOUR CHAMPIONSHIP SIGN PLAN**

Commissioner Saylor: Next item on the agenda is Consent, Consent Agenda and Roger, let you handle that.

Roger Emmons: Thank you, Mr. President. First, we have Independent Contractor Agreements for Clerical Staff for the Warrick County Health Department for Sharon James and Shasta Hedman. You've already approved those, of course, by consensus. And I think Counsel had reviewed and approved those. Fixed Asset notification forms, as stated, we have an EMA vehicle to the Highway Department with the 2004 Ford F-250 with a VIN number listed. Maintenance vehicle to Highway Department, 2008 Ford F-250, VIN listed. Highway vehicle to Maintenance, 2005 Ford F-150 also VIN number listed. Third is the Korn Ferry Tour Championship Sign Plan. Commissioners approved this by consensus because I believe the golf tourney started today. Tournament Director Laureen Cates sent the list to Dan. He sent it to me, their signage plan. The first six (6) were actually INDOT right-of-ways, so they have to get permission from INDOT for that. So, the Board should approve signage number seven (7) through eleven (11). Bobby also recommended the number twelve (12), if they put one (1) up on Oak Grove Road just before Park Boulevard. That's all on the consent agenda for your motion and approval.

Commissioner Saylor: Commissioners? Do I have a motion?

Commissioner Phillippe: Motion to approve the Consent Agenda.

Commissioner Johnson: Second.

Commissioner Saylor: First and a second. Any discussion on any of those items? Questions? All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you, Mr. President.

(Contractor Agreements, Health Department, is located on Pages 16 through 18 of these Official Minutes)

*(Fixed Asset Notification Forms for Highway Department are located on
Page 19 of these Official Minutes)*

**DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
UPDATE TO ANNOUNCEMENT TO WARRICK COUNTY
NON-PROFIT ORGANIZATIONS AND SMALL BUSINESSES
ENTITLEMENT FOR REIMBURSEMENT UNDER THE CARES ACT
FOR COVID-19 RELATED EXPENSES**

Roger Emmons: Next item under my regular items, an Update to the Announcement to Warrick County Non-Profit Organizations and Small Businesses for their Entitlement for Reimbursement under the CARES Act for COVID-19 Related Expenses. And Todd is going to provide the update which included a revised request form.

Todd Glass: And, Mr. President, as we summarize to the Board, we developed what we hope will be a workable administrative process to get the word out to Warrick County non-profits and small businesses to their availability for seeking reimbursement through the Indiana Finance Authority. That will be processed that County Counsel will administer with the assistance of Debbie and the Auditor's Office to accept those claim requests. I updated the claim request form to specifically spell out exactly what is expense/reimbursements are requested to be limited to. That would be for personal protective equipment, masks, facial coverings, hand and other sanitizers, disinfectants, and other anti-viral cleaning supplies and other safety gear or equipment directly attributable as an expense to the pandemic. They have to submit their receipts to the form and all the appropriate disclaimers and instructions are included on the

form. With your approval, Roger and I will work together to get the form available on the County website with a little information describing the program. I believe, with the disclaimer and the limitations as to what types of expenses we're asking the non-profits and small businesses to limit their requests to, I think it will be a manageable program. And working with Debbie, I think we can get it done. Certainly something they're entitled to under the CARES Act, so, with your motion and approval to do that, you'd be opening that up to a variety of the Warrick County residents and small businesses.

Commissioner Saylor: Okay, I think it would be of benefit for the non-for-profits. I know they struggle to raise money. I think their fundraising efforts have probably been curtailed a little bit. So, hopefully, they'll take advantage of this and get some of that money reimbursed that they've spent to mitigate the spread of the COVID-19. So, Commissioners, do I have a motion to give him the authority to move forward with that?

Commissioner Johnson: Make a motion.

Commissioner Phillippe: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you very much.

DISCUSS APPROVAL OF INCARCERATED OFFENDERS PROVIDER AGREEMENT WITH THE INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION

Roger Emmons: Next, I have, excuse me, Discuss Approval of the Incarcerated Offenders Provider Agreement with the Indiana Family and Social Services Administration. That's the FSSA. Dan sent the initial email to me. I forwarded it to Todd on August 10th and I'll defer to Todd regarding his review.

Todd Glass: Mr. President, this contract is the same contract that we've entered into before with the Family of Social Services Administration for the State of Indiana. And everything remains in order and the agreement is ready for you to approve and just for purposes of the record, this makes applicable health coverage to offenders who are eligible to receive Medicaid coverage for inpatient services during the period of their incarceration.

Commissioner Saylor: Okay. Commissioners, do I have a motion to...?

Roger Emmons: I would interject that it does say that this is for an electronic signature. So, we'll have to go through that, Dan. Maybe it won't be as painful this time.

Commissioner Saylor: Wonderful.

Commissioner Phillippe: I'll make a motion to approve the agreement.

Commissioner Johnson: I'll second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you very much.

(Incarcerated Offenders Provider Agreement is located on Pages 20 through 23 of these Official Minutes)

AVIGILON CAMERA SYSTEM FOR JUDICIAL CENTER

Roger Emmons: Next, I have a couple of items under other items. One (1) is just to check on the status of the migration of third party cameras in the Judicial Center to Avigilon. And I sent this to Counsel, Commissioners, staff, but that's just four (4) days ago. So, Todd may not have had time to look at that. It is proposed that there's a possible CARES Act reimbursement. So, unless Todd has a comment, this is just for information.

Todd Glass: I do not. I'll get officially back to you, Roger, on that this week.

Roger Emmons: Very good.

BOND RELEASES FOR PEABODY

Roger Emmons: And then the final item I have has to do with a request from Tiffany Eckert, she's the land manager for Peabody, to release a couple of bonds and several emails went back and forth regarding this issue and I proposed listing it on your September 14th agenda. Tiffany called me today and I told her that's probably when it would be listed. I think the Auditor found, or Kristine in the Auditor's Office, found the original bonds. So, would the Board like for Peabody to have a representative at that meeting? I mean it's just a bond release. I sent all the file to you including Bobby with the specific order that it covered back at the, what they called the November or fall session adjournment of

1953, which had to do with trestles that the Board approved for Yankeetown Dock to use. And they, they cross certain probably roads and streams, etcetera in the County. Did you have a chance to...?

Bobby Howard: I think Norfolk Southern has the line now.

Roger Emmons: Okay.

Bobby Howard: I think that's the same line from (inaudible).

Roger Emmons: So, really, you know, one (1) of the Bonds was just two thousand dollars (\$2000.00), and the replacement bonds over the years, end up with the twenty thousand dollars (\$20,000.00) and two thousand dollars (\$2,000.00). I really don't see any problem with releasing the bonds.

Commissioner Phillippe: No need to have someone here, either?

Roger Emmons: Yeah. Okay. So, you okay with me bringing it up then? Yeah? Alright. Thank you very much. That's all I have.

CONTINUED DISCUSSION ON AVIGILON CAMERA SYSTEMS FOR JUDICIAL CENTER

Commissioner Saylor: I would just like to go back to this Avigilon Camera System for the Judicial Center. We think this could be a reimbursement addition to our Judicial Center. It's a very high end system that would have the capability to provide our security officers there, if somebody had a, and correct me Terry if I misstate anything, it has the ability to program an image in there and maybe identify somebody at risk, somebody that has a record that could cause harm to an employee or somebody at our Judicial Center. So, it has, it has the ability to do a lot of different things, maybe even...

Commissioner Phillippe: Additionally, it has measuring, social distancing measures, mask detection, measures temperature.

Commissioner Johnson: Facial recognition as well?

Commissioner Phillippe: Yes.

Commissioner Saylor: This was, this was something that we've, we've looked at. We kind of put in this building. And, and having, having the possibility of it being reimbursed in the CARES Act is a big deal. Because that technology is not cheap, but it is on cutting edge. So, we feel like that's very important. While it is tax dollars, it's Federal dollars coming back to our community, we want to spend them wisely. And so, we feel like that would provide a lot of benefit to our employees and people who work in these buildings. So, I just wanted to get that on the record.

Roger Emmons: Thank you, Dan.

Commissioner Saylor: Is that all your...?

Roger Emmons: Yes, Sir.

Commissioner Saylor: Okay, thank you, Sir.

COUNTY ATTORNEY NEWBURGH ENCROACHMENT AGREEMENT TABLED FROM 8/10/2020

Commissioner Saylor: Next item on the agenda is our County Attorney. Mr. Glass?

Todd Glass: Thank you, Mr. President. First item on the agenda is the Newburgh Encroachment Agreement which was tabled from the August 10th meeting. Still do not have anything advanced with Newburgh and Warrick County School Corporation on amendments to that agreement. And depending on what the Board wishes to do, to either table or remove from the agenda, I can, I can do my best to have everything accomplished between now and the next meeting if you want to try that.

Commissioner Johnson: Is this slowing or hindering our building coming (inaudible)?

Todd Glass: No, we're also needing a Shared Use Agreement between the County and the Warrick County School Corporation for the trail construction along Casey Road from Castle South up past Castle High School and to Castle North, so, we need that also. They're connected issues in all honesty. I think they're wanting to begin construction in the spring if I remember right. So, if between now and the end of September, if we can have both of them approved and rip-rearing to go, I think we're in good shape. But, we don't want it to go much further past that.

Commissioner Saylor: So, I'd say table it to the next meeting then?

Roger Emmons: September 14th.

Commissioner Saylor: September 14th?

Todd Glass: Well, that, I forgot, but that's plenty of time actually because it's (inaudible).

Commissioner Saylor: So, need a motion to table to the 14th.

Commissioner Phillippe: I make the motion.

Commissioner Johnson: Second.

Commissioner Saylor: First and second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Todd Glass: Thank you, Mr. President.

**ORDINANCE ESTABLISHING WEIGHTS AND MEASURES CHAPTER
ORDINANCE 2020-17**

Todd Glass: Second item on the agenda, and I have in front of each Board member, a proposed Ordinance 2020-17, I believe. An Ordinance of Warrick County, Indiana, adopting a new chapter regulating Weight and Measures. Mr. President, this is a matter brought to us by Mike Arnold with Weights and Measures. We worked cooperatively with Mike in drafting this Ordinance and also utilizing some Ordinance from other Counties. But, it strictly follows and is in compliance entirely with Indiana Code, Title 24, Section 6, and related chapters on Indiana regulations for Weights and Measures. Mike believes that this Ordinance will assist him in performing his weights and measures inspection duties. And I don't know if Mike's here or not, but, we did work with him for this draft that follows the Indiana Statute that establishes guidelines and sets of fines and, for violations and certainly gets us much further forward in the Weights and Measures process here in Warrick County. If you have any questions, otherwise, it's available for you to consider for approval.

Commissioner Saylor: Well, I know since we brought Mike on board, he has, he has brought this up to inspections and following through to a new level.

Roger Emmons: Exactly.

Commissioner Saylor: I think. And has found some things that have been in non-compliance, several, so, it's ultimately benefits are citizens of the County. So, I think this is long overdue. So.

Roger Emmons: I agree.

Commissioner Saylor: Commissioners, do I have a motion? Or do you have anything to say?

Commissioner Johnson: Make a motion to approve Ordinance 2020-17.

Commissioner Phillippe: I'll second the motion.

Commissioner Saylor: First and a second. All in favor...

Todd Glass: Mr. President, if I could, that an Ordinance of the Board of County Commissioners of Warrick County, Indiana, adopting a new chapter regulating Weights and Measures which will be a new Chapter 112 in the Warrick County, Code of Ordinances. Thank you.

Commissioner Saylor: And it's Ordinance 2020-17, right? So, I have a first and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0). Thank you, Todd.

Todd Glass: Thank you, Mr. President.

(Ordinance 2020-17 is located on Pages 23 through 25 of these Official Minutes)

ELECTION BOARD MEETING ANNOUNCEMENT

Todd Glass: I would also mention that Friday at 10:30 AM in this room is a Warrick County Election Board meeting. And if the Commissioners are able, if any of them can attend, it's going to be entertaining the approval of early voting sites in both Newburgh and Lynnville to join the early voting site in Boonville for this election cycle.

Commissioner Saylor: Okay.

Todd Glass: Thank you.

Commissioner Saylor: Thank you for that notice. Is that all your items, Todd?

Todd Glass: Yes, Sir.

Commissioner Saylor: Thanks, Sir.

**COUNTY AUDITOR
PAYROLL**

Commissioner Saylor: Next item on the agenda is our County Auditor.

Auditor Stevens: Okay, thank you. I'll go ahead and submit the Payroll Voucher for pay date Friday, August 28th. There are, Non-Certified and mostly Certified. We have Non-Certified: Prosecuting Attorney, no supporting

documentation; Superior Court 2, Child Support, Parks Department, Pre-Trial Diversion, VOCA, which is Prosecutor, Office of Prosecuting Attorney; all are non-supporting, are Non-Certified. No supporting documentation. Otherwise, Payroll is Certified. Total for Payroll is five hundred eight thousand five hundred eighteen dollars and twenty-two cents (\$508,518.22). That's five-zero-eight-five-one-eight-point-two-two (\$508,518.22).

Commissioner Saylor: Commissioners, do I have a motion to certify the Payroll?

Commissioner Johnson: Motion.

Commissioner Phillippe: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Auditor Stevens: Alright, thank you.

(Payroll is located on Page 25 of these Official Minutes)

CERTIFIED CLAIMS

Auditor Stevens: Next, next, I have Certified Claims for a total of one million six hundred thirty-three thousand two hundred forty-five dollars and thirty-four cents (\$1,633,245.34). One-six-three-three-two-four-five-point-three-four (\$1,633,245.34).

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to pay the Claims.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Auditor Stevens: Alright.

(Certified Claims are located on Pages 26 through 29 of these Official Minutes)

**NON-CERTIFIED CLAIMS
OFFICE DEPOT – HIGHWAY DEPARTMENT**

Auditor Stevens: I do have a request, I am requesting that the Health Department, PC Quest Claim, be removed from the Non-Certifieds. They are, they will re-invoice us at the, at the current rates. So, there'll be a slight change in that invoice. So, we'll just remove that from the Payroll Voucher and from the Non-Certifieds. I talked with Marie at PC Quest right before the meeting and she said they'd honor the current rates and they'll re-invoice. So, we can remove that one (1). The other is Office Depot, sixty dollars and fourteen cents (\$60.14), which includes creamer, sixteen dollars and seventy-seven cents (\$16.77). The remaining portion of the claim is Certified for a total of sixty dollars and fourteen cents (\$60.14).

Commissioner Saylor: Do I have a motion for the Non-Certified Claims, gentlemen?

Commissioner Johnson: Make the motion.

Commissioner Phillippe: Second.

Commissioner Saylor: First and second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

(Non-Certified Claims are located on Page 29 of these Official Minutes)

VACATION OF UTILITY EASEMENT PAPERWORK DISCUSSION

Auditor Stevens: You know, Kristine has something in here and I know this gentleman, do you have this anywhere on your agenda, Eric Obermeyer, for a vacation? A petition for the vacation of public ways.

Bobby Howard: We did that at the beginning.

Unknown: That was the first item.

Auditor Stevens: Oh, you did it.

Roger Emmons: Yeah, it's been done.

Auditor Stevens: Oh, you've already done it. Thanks.

Roger Emmons: Yeah, he came to the podium.

Auditor Stevens: Okay, I've got the paperwork here. Thank you.

Commissioner Saylor: I thought she was talking about a vacation.

Commissioner Phillippe: That's what I...

Commissioner Johnson: That's what I was thinking.

Commissioner Saylor: I thought you were talking about vacation pay.

Auditor Stevens: Well, we need that too. We need more of that.

Commissioner Saylor: I say, Obermeyer, I remember that name. What, what department does he work for?

Auditor Stevens: There was no name on it, so, it kind of got by me. Thank you for that.

Commissioner Phillippe: Let Jim Morley know we granted him vacation.

Auditor Stevens: And that's it. I know there was a couple of claims that have been returned back to my office. They are not on your voucher. If you want to talk about them now, we can. But both Claims, there are two (2) claims from the Health Department. As I said, they're not on the Voucher, so they're really not up for approval tonight.

Commissioner Saylor: Let's do them next time.

Auditor Stevens: Okay.

Commissioner Saylor: One (1), I think I heard you mention you made the phone call to PC Quest. We appreciate that. You know, just to get it knocked out.

Auditor Stevens: Yes.

Commissioner Saylor: Probably, probably...

Auditor Stevens: Yeah, and you know, we do, we try.

Commissioner Saylor: Yeah, I, I, and...

Auditor Stevens: To get things corrected before they come to you and, you know, we don't enjoy having claims that are Non-Certified or claims that need to be corrected either.

Commissioner Phillippe: May I ask what those are?

Auditor Stevens: Well, they have to do with meals, employee meal reimbursement, and Commissioner Ordinance 2019-14 for employee reimbursement of meals.

Todd Glass: COVID testing?

Auditor Stevens: Actually, I think it was immunization clinic.

Roger Emmons: I think it was.

Auditor Stevens: During regular work hours, performing their regular duties.

Roger Emmons: Yeah, at Harold Gunn Pavilion.

Commissioner Saylor: Okay.

Auditor Stevens: So, we just wanted to try to take care of this between now and next meeting?

Commissioner Saylor: Okay.

Auditor Stevens: Okay.

Commissioner Saylor: Is that it, Debbie, for you?

Auditor Stevens: That is it for me. Thank you very much.

Commissioner Saylor: Okay, thank you.

**COUNTY ENGINEER/HIGHWAY
STATE LPA AGREEMENTS
BELL ROAD/TELEPHONE ROAD CONSTRUCTION**

Commissioner Saylor: Next item on the agenda is our County Highway Engineer, Bobby Howard.

Bobby Howard: Thank you, the first item I have is the State LPA Agreement for the Bell Road Contract. Initially, basically this adds a thousand dollars (\$1,000.00) towards the scope of the project from, paid from the State. This is, and I said Bell Road. I believe it's Telephone Road. It's on the agenda wrong.

Roger Emmons: Telephone instead of Bell?

Bobby Howard: Yeah, it's Telephone from Bell to Fuquay.

Roger Emmons: Okay.

Bobby Howard: And this is a, this is a place holder if any additional Federal Funds become available, they'll put a thousand dollars (\$1,000.00) in it now and that way there's a PO opened and then if additional funds become available, I can apply for those and add those in. So, they wanted to amend the contract to allow for that. Do you want to take these both at the same time?

Commissioner Saylor: I would probably do them separate.

Bobby Howard: Okay. I recommend approval of that.

Commissioner Johnson: Make a motion to approve the Bell Road Construction, one thousand dollar (\$1,000.00) addition.

Commissioner Phillippe: I'll second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

(Telephone Road LPA Agreement is located on File in the Auditor's Office)

BRIDGE 113 RIGHT-OF-WAY SERVICES

Bobby Howard: Alright, the next item I have is the Bridge 113 Right-of-Way Services Agreement. This is for the right-of-way purchase. This is for an additional, up to twenty-six thousand four hundred fifty-two dollars (\$26,452.00) available to help with the purchase of right-of-way for Bridge 113. I'd recommend approval.

Commissioner Saylor: Do I have a motion?

Commissioner Phillippe: Make a motion to approve Bridge 113 Right-of-Way Services.

Commissioner Johnson: Second.

Commissioner Saylor: First and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

(Bridge 113 Right-of-Way Services are located on File in the Auditor's Office)

**WORK IN RIGHT-OF-WAY PERMITS/REQUESTS FOR CLOSURE TO LIBBERT ROAD
NEWBURGH SEWER**

Bobby Howard: Alright, the last item I have, I think there was some emails a week or so ago. I believe the Town of Newburgh is doing a lift station elimination project on Triple Crown and that was originally a bore that was supposed to happen under Libbert, but they ran into bedrock. And now they're looking for possibly, a cut. And I believe the contractor's here, Hunter Fields with Ragle. Does anybody from, Newburgh coming or....?

Hunter Fields: (Inaudible).

Bobby Howard: But, if you have any, you want to come up?

Hunter Fields: Yeah.

Bobby Howard: And address that? They've looked at alternate options from this location. This location would be just north of Edwards Ditch on Libbert Road and it's across the road at that cut. Originally, there was a bore for that, then they ran into bedrock and went south to, south of Libbert, or south of High Pointe Drive on the west side of Libbert Road. And then again encountered rock. So, they've come back to the County to request if Libbert Road can be cut.

And my issue is with the Bell Road closure and Libbert Road closure, the traffic from the north is going to have a very difficult time to access, they can't access High Pointe Drive at this location. And I don't know if any coordination can happen between the two (2) contractors as far as one (1), if Bell's closed, Libbert has to be open. I think you have a what? A seventy-two (72) hour time frame, is what you're hoping for?

Hunter Fields: Yeah, it's what we're hoping for. Looking at it in further detail over the last few days, it would be something more closer to five (5) to seven (7) days total. And that would get the road open back up to number fifty-three (53) stone for temporary crossing across it and we'd be able to patch it back half at a time.

Commissioner Saylor: Guys, I tell you what, I'm...

Bobby Howard: And then the reason...

Commissioner Saylor: Oh, go ahead.

Roger Emmons: I'm, I'm, go ahead.

Bobby Howard: I was going to say, what, and I guess, give your reasoning as far as why we couldn't, the time and cost I guess associated with drilling through the rock.

Commissioner Saylor: Go ahead and state your name for the record please.

Hunter Fields: My name is Hunter Fields. I'm a project manager with Ragle, Incorporated.

Commissioner Saylor: Good deal, okay.

Auditor Stevens: Thank you.

Hunter Fields: Yes. As far as the time with which the Town has already dedicated to us for the project, they'd like to see it completed. It may put it on a path to where it wouldn't complete 'til sometime in 2021. They would like to be completed with the project this year at some point.

Commissioner Saylor: I just know what calls I'm getting because of Bell Road's closure.

Bobby Howard: I understand.

Commissioner Saylor: I can't imagine Libbert being closed at the same time.

Hunter Fields: Yeah, we've looked at options of doing half at a time and closing it down and open. Cutting it this way would be the safest way for our crews and local public to get around there to complete the work.

Commissioner Saylor: Only closing half the road down?

Hunter Fields: There again, it may come down to a matter of time if we do it that way.

Bobby Howard: Can there be a temporary run around on, to access High Pointe Drive?

Hunter Fields: I'd have to give it some further thought and collect some more measurements to see if one (1) could be built within the access of all the utilities in the area. I know there's gas lines and there's overhead electric on the east side of the road as well as a, I believe Chandler Water has a main on the west side of the road.

Commissioner Saylor: The closure on Bell Road, Bobby, is what, probably a year?

Roger Emmons: Yeah.

Bobby Howard: The current part will be open Thanksgiving is the, is the plan. And that will be up through (inaudible).

Commissioner Johnson: (Inaudible) next year.

Commissioner Saylor: I can't. Unless, unless Bell gets open. I mean I can't, I can't agree to, to Libbert being closed unless there's a work around. Commissioner Johnson? Commissioner Phillippe?

Commissioner Johnson: I agree.

Commissioner Phillippe: (Inaudible) certain length.

Commissioner Saylor: Not unless you two (2) gentlemen want to take the calls?

Commissioner Phillippe: I was gonna say, I don't want to answer the phone. They're probably not telling you good job, are they?

Commissioner Saylor: No, I haven't had one (1) of those lately. I've had several calls about this non-flagging, the whole road being closed down, safety issues, the whole bit. So, it's been, a lot of issues with Bell Road right now.

Commissioner Phillippe: What, what have been the discussions of options, that, the maybes?

Hunter Fields: As of the present moment, the Town of Newburgh's engineer has asked us to get the availability to get across the road through Warrick County Department here. As far as a temporary run around, that had not been considered if it could be if some temporary easement could be obtained. It's a possibility we could construct a temporary widening situation to get traffic, both north and southbound traffic, around to even do it half at a time. That would have to be looked at in a little further detail.

Commissioner Phillippe: Does that sound workable? Feasible?

Commissioner Saylor: I don't know. I just think as long a traffic can get through there. If not, you've got to go all the way to Epworth. Then you have to fight that, come back around, or go all the way down to (Hwy) 261 to go around.

Hunter Fields: The limitations of putting a run around in that area, even some temporary widenings, is going to be the amount of utility relocations that may incur. I'd have to look at it again, but I know there's overhead utilities, specifically a Vectren line there that would need, a pole specifically that would need to be moved. And that may take quite a bit of time.

Commissioner Saylor: So, you was trying to bore....?

Bobby Howard: Less time or more time than drilling the rock?

Hunter Fields: That'd be a question for Jodie at Vectren.

Commissioner Saylor: So, you guys are trying to bore the rock and you can't? You've explored all those options of trying to get that bored or maybe with a different material or process?

Hunter Fields: That at the present moment would be an option that the owner, that the Town of Newburgh would have to approve for us to carry on that way. At the present moment, not being an owner, I can't really speak on that.

Commissioner Saylor: Well, as owners here, I think, just because of the road, if we didn't have the road construction on Bell, I think we, you know, we could easily kind of go with it. But, with that being shut down right now, not only that, that also presents, prevents, presents challenges to our first responders and that kind of thing getting there if they're, they're coming from the north. You know, going to Walmart, I know that's a high call area.

Hunter Fields: Right.

Commissioner Saylor: So, that's going to add additional time. So...

Commissioner Johnson: I don't think it's feasible at this time.

Commissioner Saylor: I'd say maybe, Bobby, can you go back to Newburgh and see if there's, maybe talk some other options?

Bobby Howard: Like I said, I haven't been in conversations with Newburgh per se, Newburgh asked their contractor to contact us. But...

Commissioner Saylor: Maybe if you and Newburgh and you want to get Bobby on the line, you guys kind of discuss. I think Bobby knows our expectations and what we can live with and stuff. You know, hopefully, you guys can get something worked out maybe. And then come back the next meeting so we can get this going for you.

Hunter Fields: Definitely. We're, we're basically at a standstill at the present moment.

Commissioner Saylor: Listen, I understand. This is, dynamite, is that an option? (Inaudible) suggestion. I know we ran into a big piece of concrete, Bobby, there on Fuquay Road, putting (Inaudible). So.

Bobby Howard: Yeah. So, we'll go back and I'll work with you. We know kind of what they're looking for and if we have a way to do it, and we're not completely closing the road to traffic, then I can approve it through my office and it doesn't have to come back to this Board is my understanding.

Hunter Fields: Sure. Okay.

Bobby Howard: So, we'll just look at options.

Hunter Fields: Okay, sounds good. Thank you.

Commissioner Saylor: Thank you.

Bobby Howard: That's all I have, thank you.

Commissioner Saylor: Thank you, Bobby.

COUNTY PURCHASING

Commissioner Saylor: Next item on the agenda is County Purchasing. Joe?

Roger Emmons: Joe was unavailable today. He didn't have anything anyway.

Commissioner Saylor: Okay.

COUNTY SHERIFF

Commissioner Saylor: Next item on the agenda is our County.Sheriff?

Sheriff Wilder: I have nothing.

Commissioner Saylor: Thank you, Sheriff.

APPROVAL OF AVIGILON CAMERA SYSTEM FOR JUDICIAL CENTER

Commissioner Saylor: Next item on the agenda is Commissioner Phillippe?

Todd Glass: Mr. President, if I could interrupt your flow of things, I realized the ERS migration of the third party cameras to the, in the Judicial Center to Avigilon is reviewed and ready for action. If you wish to go back on your agenda and consider it. I have reviewed it.

Commissioner Saylor: Okay.

Todd Glass: It was in my stack of stuff.

Commissioner Saylor: So, everything's in order?

Todd Glass: The contract submitted by ERS Wireless for the migration of the third party cameras is in order. It's to configure and install a premium server through Avigilon and connected to existing site. They will then connect fifty-six (56) existing third party cameras to that server and provide training and other configurations. That proposed contract price is eighty-four thousand eight hundred thirty-eight dollars and fifty cents (\$84,838.50). Payable fifty percent (50%) upon completion of the work. It also provides for five (5) year essential onsite support services for a total price of fifteen thousand one hundred thirty-nine dollars (\$15,139.00) also and that's for five (5) years of on-site support. But, everything is in order, including the list of cameras they will migrate if you wish to take action on that contract.

Commissioner Saylor: Counsel, can we, can we even do that? Can we do the, we can't pay for that half, can we, up front?

Roger Emmons: If it's in the agreement, you can. Should be able to. It's been done before.

Commissioner Saylor: I don't know. That's a question...

Todd Glass: Yeah, that's for services, so, we'll have to, if you want to approve it on the condition that we modify that term in the contract, payable upon completion, we can. Or you can table it to the next meeting. And if you wish to approve it on that condition, I'll reach out and see if they'll modify that contract term. Anyway, I did have it (inaudible).

Commissioner Saylor: So, do we have a motion to approve the contract based on our legal Counsel, see if he can make the modification for payment of services.

Commissioner Johnson: Make the motion to approve pending Counsel's ability to get the payment modifications adjusted.

Commissioner Phillippe: So, that's upon completion?

Commissioner Saylor: Yes.

Commissioner Phillippe: I'll second.

Commissioner Saylor: So, have a first and a second. All in favor say, aye.

Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

Commissioner Saylor: Aye. Motion carries three, zero (3-0).

Roger Emmons: You also have to decide whether you want to opt in for ERS Essential On-Site Support or to opt out. There's a box on this page after the signature page for that.

Todd Glass: That's for the five (5) years on-site support.

Roger Emmons: Right. Fifteen thousand one hundred thirty-nine dollars (\$15,139.00).

Commissioner Phillippe: So, three thousand (\$3,000.00) a year basically to support the system.

Commissioner Johnson: Sounds pricey.

Commissioner Saylor: Huh?

Commissioner Johnson: Sounds pricey.

Commissioner Saylor: I think this stuff is kind of like the heating and air system. It's just not the analog systems now it's, there's a lot of technology involved in it. I don't even know if Guy, I mean...

Commissioner Phillippe: Guy's been minimally involved. He knows a little bit and he's learning.

Todd Glass: Roger, correct me if I'm wrong, I don't know if you have to opt in at this point in time on the service contract. If you opt out, they just bill the County when services are needed for repair.

Commissioner Phillippe: We'll leave that alone for now.

Commissioner Saylor: Okay.

Commissioner Phillippe: So, you don't need an action on that?

Todd Glass: I don't believe so, no.

Roger Emmons: Yeah, it just says if you opt out, you acknowledge you will be charged for all services as provided at the rates listed above and there's like tier one (1) Engineering, Design, and Networking Services, a hundred and seventy-five dollars (\$175.00) per hour. Tier two (2), Technician Services and Preventative Maintenance work is a hundred and thirty-five dollars (\$135.00) an hour, etcetera. They go down to hundred and ten (\$110.00) for System Installation Services, ninety (\$90.00) per hour for Non-Technical Installation Services. Out of warranty repairs will be charged based on current flat rate per device type. And then there are travel charges based on the number of miles and they list zones. Zone 1, zero (0) to fifteen (15) is sixty-seven dollars and fifty cents (\$67.50). They go on up to Zone 6, seventy-six (76) to ninety (90) miles, which is four hundred five dollar (\$405.00) charge. And over ninety (90) miles is actual door to door round trip hours at the hourly rate applicable.

Todd Glass: I can inquire, Mr. President, when we were talking about the other term in the contract to change when the County would have to decide on these services. And perhaps if it's at the completion of their migration services, maybe by then you can decide then whether to opt in or opt out. I'll find out.

Commissioner Saylor: Does, does it say also what the warranty is as far as, is it a one (1) year warranty, three (3) year warranty?

Roger Emmons: Warranty...

Todd Glass: New equipment sold, I guess with Avigilon would carry the manufacturer's warranty is all this contract states.

Roger Emmons: Manufacturer's warranty will cover parts and specified for each manufacturer during the warranty period. But, I don't see anything on here about that period. Do you Todd?

Todd Glass: No.

Commissioner Saylor: Todd, if you could confirm what our warranty is on the equipment, that would be perfect.

Todd Glass: That would be Avigilon warranty, but we'll find out what that is.

Commissioner Johnson: Counsel would...

Roger Emmons: There's information I think.

Commissioner Johnson: Would warranties be covered under the CARES Act?

Commissioner Saylor: For the service?

Todd Glass: You mean the five (5) year service? Most likely not. But, the equipment certainly, we'll of course run it through the IFA first. And we'll go ahead and inquire as to the support service contract. But, I wouldn't be surprised that it's not.

Commissioner Johnson: I agree.

Commissioner Phillippe: Stick with the equipment.

Commissioner Johnson: Okay.

Todd Glass: I'll follow up and keep Roger on the loop on it.

Commissioner Saylor: Okay.

Roger Emmons: Okay.

Commissioner Saylor: So, you have nothing? You have nothing?

Commissioner Johnson: We never got there.

Commissioner Saylor: Did we, oh, do we, that's right, we had to vote on it. I thought we did.

Commissioner Phillippe: Motion and second.

Commissioner Saylor: Okay, motion and second. All in favor say, aye.

Commissioner Johnson: Aye.

Commissioner Phillippe: Aye.

Commissioner Saylor: Aye.

Roger Emmons: You did vote. You already voted three, 'o (3-0).

Commissioner Johnson: Terry's (inaudible).

COMMISSIONERS ITEMS FOR DISCUSSION

Commissioner Saylor: You two (2) are getting me in trouble. Commissioner Phillippe, do you have anything?

Commissioner Phillippe: I do not.

Commissioner Saylor: I need a motion?

Commissioner Phillippe: Motion to adjourn.

Roger Emmons: Got 4:47 (PM) on that adjournment time.

Commissioner Johnson: Second.

Commissioner Saylor: All in favor say, aye.

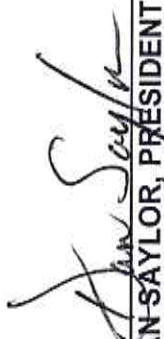
Commissioner Phillippe: Aye.

Commissioner Johnson: Aye.

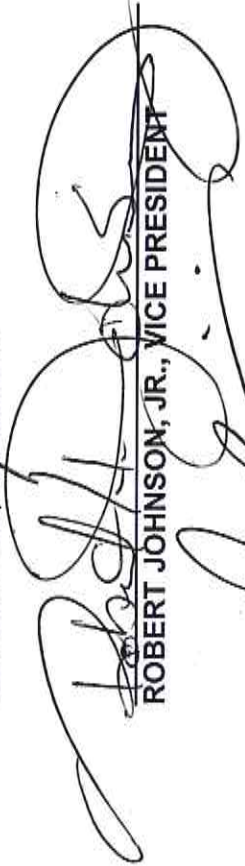
Commissioner Saylor: Aye. Motion carries three, zero (3-0).

ADJOURNMENT: Meeting adjourned at 4:47 P.M.

WARRICK COUNTY BOARD OF COMMISSIONERS



DAN SAYLOR, PRESIDENT



ROBERT JOHNSON, JR., VICE PRESIDENT



TERRY PHILLIPPE, MEMBER

ATTEST: 

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges



July 22, 2020

Warrick County Drainage Board
107 W. Locust Street, Suite 206
Boonville, IN 47601

Attn: Phil Baxter

RE: Gateway Business Park 2
Drainage Approval
Morley Project # 7315.4.002 F

Dear Phil:

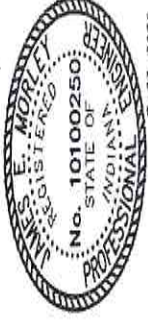
On behalf of our client Delta Properties, LLC, we are requesting the release of surety for the drainage of Gateway Business Park. Subsequent to our inspection, we have inspected the drainage and it has been installed in general compliance with the approved plans.

If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Thank you.

James E. Morley

James E. Morley, P.E. P.L.S.
Project Engineer



cc: Warrick APC - Molly Barnhill
Delta Properties - Evan Beck
File

J:\7000\7315-4.002F\73154002F\30X000\intermittent\sub\Division Drainage\2020\7315 Drainage Acceptance.docx

BOARD OF COMMISSIONERS:

James E. Morley
President

Robert J. [Signature]
Member

[Signature]
Member

ATTEST:

Edward T. [Signature]
Auditor

Date: 8/13/2020

ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, for the year of 2020, made and entered into at Boonville, Indiana, on of the Lot 1 of the Warrick County Health Department (the "County"), and Delta Properties LLC ("Contractor"), made in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. Retain the Services of Contractor. The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of all work performed by Contractor performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.
2. Consideration. The County shall pay to Contractor, and Contractor shall accept from the County as full consideration for all services to be rendered by Contractor hereunder, the amount of \$10,000.00 (Ten Thousand Dollars) per month. Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation benefits. It being understood that the consideration specified in this Paragraph 2 constitutes the sole consideration payable by the County for the services to be performed by Contractor hereunder. Contractor shall be responsible for all taxes, including but not limited to, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
3. Term and Termination. This Agreement shall commence as of 10/1/20 of the month of October of the year 2020, notwithstanding the date it is terminated by either party upon written notice to the other party. In case of incompetency in the performance of any portion of the Services, or in the event of a breach by Contractor of any of the provisions of this Agreement, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice. Contractor shall be obligated to pay Contractor for work performed to the time of termination in accordance with the terms hereof.

4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable federal, state and local laws, rules, and regulations, and shall comply with the terms and conditions of any grants, gifts, endowments, or donations to the County.

5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered by any employee's liability insurance policy maintained by the County. Contractor shall be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.

6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's expense, workers' compensation insurance and automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold

harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, court costs and attorney fees arising out of or with respect to any injury to or death of Contractor. The maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County for any loss or damage to the County which may be incurred by the County as a result of Contractor's performance of the Services.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns, shall be held harmless and indemnify the County for any and all claims, demands, actions, suits, or judgments, asserted, made or received by any and all persons whatsoever on account of the acts or omissions of Contractor during the performance of the Services. Similarly, Contractor agrees to indemnify and hold harmless the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

7. Relationship of the Parties. The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any manner as an employee of the County. Contractor shall have no authority to bind the County to any representations, warranties, or commitments on behalf of the County. Contractor shall have sole responsibility for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. However, the services contemplated within the terms of this Agreement must meet the standards for the work to be performed and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.

8. Assignment. Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.

9. Taxes. The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

10. Governing Law. The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the application thereof shall, for any reason, and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

11. Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.

12. Competition. Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contracting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.

13. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions contained in this Agreement shall be for any reason be held to be excessively broad as to duration, it shall be construed to be limited to the minimum period of time necessary to carry out the provisions enforceable to the extent compatible with the applicable law so it shall still appear.

14. Amendment. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement. IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above written.

WARRICK COUNTY HEALTH DEPARTMENT

By: *[Signature]*
The Health Department County

Printed Name: X Sharon Jones
Signature: *[Signature]*
Contractor

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

[Signature]
Robert H. Johnson, Jr. Vice President
[Signature]
Terry J. Phillips, Member

Signature of Board President effective to bind County during Emergency Declaration. Resolution 2020-03

EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

Contractor hereby agrees to perform the following services for the County, as needed:
Help with daily tasks at the Health Dept. (nursing division)

FILED
AUG 27 2020
ORIGINAL
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, for the year of 2020, made and entered into at Boonville, Indiana, as of the 10th day of August 2020, by and between Warrick County, Indiana, by and through the Warrick County Health Department (the "County"), and Sharon Jones (the "Contractor"), of the premises and the mutual covenants herein contained, and other good and valuable consideration, is as follows:

1. Retaining Services of Contractor. The County hereby retains Contractor in the capacity of an independent contractor to perform those services specifically described on Exhibit A (the "Services"). Contractor shall be responsible for, supervise, and be in full control of the work involved in performing the Services. Contractor shall work that number of hours necessary to accomplish the Services.
2. Consideration. The County shall pay to Contractor and Contractor shall accept from the County as full compensation for all services to be rendered by Contractor hereunder, the amount of ONE THOUSAND TWO HUNDRED Dollars (\$1,200.00) per day / week / month (Circle One). Contractor shall not be entitled to any of the fringe benefits now or hereinafter provided by the County to its employees including, but not limited to, wages, salaries, health benefits, and deferred compensation. Contractor shall be responsible for the payment of all taxes, including but not limited to the state consideration payable by the County for the services to be performed by Contractor hereunder. The County shall not withhold from any sums payable to Contractor, any local, state or federal income taxes, contributions to Social Security (FICA), or state unemployment taxes.
3. Term and Termination. This Agreement shall commence as of 10th day of August, 2020, notwithstanding the date first written above, and shall continue on a month-to-month basis until such time as when this Agreement is terminated by either party upon written notice to the other party. In case of incompetency in the performance of any portion of the Services, or in the event Contractor fails to perform the Services in accordance with the terms hereof, the County shall have the right to terminate this Agreement and all its obligations hereunder, immediately and without notice, subject only to the obligation to pay Contractor for work performed to the time of termination in accordance with the terms hereof.
4. Compliance with Laws and Regulations. Contractor agrees that the Services shall be conducted in full compliance with any and all applicable Federal, state and local laws, rules, and regulations, and in accordance with the terms and conditions of any grants, gifts, endowments, or donations to the County.
5. Liability for Injuries or Damages to Person or Property. Contractor understands and agrees that, due to his or her status as Contractor, he or she is not covered as an employee under any worker compensation insurance policy, and the County shall not be responsible for any injuries to Contractor or liabilities which may arise as the result of Contractor's performance of his or her duties under this Agreement.
6. Insurance and Indemnification. Contractor shall carry and maintain throughout the period of this Agreement, at Contractor's sole cost and expense, worker's compensation insurance and automobile liability insurance in amounts satisfactory to the County. Contractor further agrees to hold

harmless and indemnify the County from and against any loss, cost, or expense, including, but not limited to, the cost of defense, reasonable attorney's fees, and the cost of settlement or judgment, and the cost of the maintenance of insurance will not in any manner affect Contractor's obligation to indemnify the County as provided hereinbefore, but maintenance of such insurance shall be a condition precedent to the payment to Contractor of the consideration provided for herein.

Contractor shall be entirely and solely responsible for his or her actions while engaged in the performance of the Services. Contractor, for him or herself and for all heirs, successors, or assigns, shall defend, indemnify, and hold the County harmless from and against all claims, demands, actions, causes of action, suits, or judgments, asserted, made or received by any and all persons, whatsoever on account of the acts or omissions of Contractor during the performance of the Services, including reasonable attorney's fees, and shall be bound to pay the County for loss or damage to any of the County's property or equipment used or obtained in connection with the performance of the Services.

7. **Relationship of the Parties.** The Contractor shall at all times be considered an independent contractor. Contractor acknowledges and agrees that he or she will perform his or her obligations herein solely as an independent contractor, and will not represent him or herself in any way as an agent, employee, or representative of the County or the County Board of Commissioners. Contractor shall be responsible for the conduct and control of the services to be performed hereunder. The manner and means of conducting the work to be performed hereunder are in the sole discretion and control of Contractor. Contractor shall be bound to obtain all necessary permits and approvals from the County and shall be subject to the County's general right of supervision in order to secure the satisfactory completion thereof.

8. **Assignment.** Contractor agrees that he or she will not subcontract or assign any part of his or her duties under this Agreement to any organization or individual without approval from the County.

9. **Taxes.** The County shall not be responsible for any taxes levied on Contractor as a result of this Agreement. Contractor shall be solely and exclusively liable for payment of any and all taxes levied on Contractor as a result of this Agreement.

10. **Governing Law.** The validity, performance, interpretation and effect of this Agreement shall be governed by the laws of the State of Indiana. If any provision of this Agreement or the performance of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement and the performance of this Agreement shall not be affected thereby, but rather shall be enforced to the maximum extent possible under applicable law.

11. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties until made in writing and signed on behalf of each of such parties by their respective representatives.

12. **Consent.** Neither this Agreement nor the relationship created thereby shall operate to preclude the Contractor from contacting to provide his or her services to other persons or entities, so long as the same does not adversely affect his or her ability to provide the Services hereunder.

3

13. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement. If any provisions of this Agreement are held invalid, illegal, or unenforceable, the remaining provisions shall survive and shall be enforceable to the extent compatible with the applicable law as it then shall appear.

14. **Amendment.** No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by all of the parties that are signatories to this Agreement.

IN WITNESS WHEREOF, the parties hereunto have entered into this Agreement on the date first above written.

BY: [Signature]
IS: WARRICK COUNTY HEALTH DEPARTMENT
WARRICK COUNTY
HEALTH DEPARTMENT

Printed Name: Shasta Vesman
Signature: [Signature]
Contractor

APPROVED:

WARRICK COUNTY BOARD OF COMMISSIONERS

[Signature]
Robert H. Robinson, Jr., Mayor/President

Terry J. [Signature], Member

Signature of Board President effective to Board County during Emergency Declaration, Resolution 2020-03

3

EXHIBIT A
INDEPENDENT CONTRACTOR AGREEMENT

Contractor hereby agrees to perform the following services for the County, as needed:
- assist with all duties performed in Health
department clerical as needed

4

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: EMA
 THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
 ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
 (ATTACH COPY)

DATE OF TRANSACTION: 08/24/2020 P.O. NO: _____ MILEAGE OR HOURS: _____
 ACCOUNT NO: _____
 ESTIMATED LIFE EXPECTANCY: UNLIMITED LOCATION: _____
 CIP NUMBER: _____
 SERIAL OR VIN NUMBER: 1ETNVV2L564EC34381
 TOTAL/PARTIAL VALUE OF ASSET: \$1,000.00
 (PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
 DESCRIPTION: 2004 FORD F-350 TRANSFERRED TO HIGHWAY DEPT.
 (BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
 BRAND OR MAKE: FORD MODEL NO: F-350
 YEAR: 2004 LICENSE NO: GA5
 TYPE OF FUEL: GAS ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: _____ TRUCKS ONLY _____
 IF DISPOSED - METHOD: _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
 (ATTACH POLICE REPORT) _____
 END-OF-LEASE _____
 DATE BOARD APPROVED: 08/24/2020 TRANSFERRED TO: _____
 (ATTACH COPY OF MINUTES) _____
 DATE BOARD APPROVED: _____
 (REAL PROPERTY ONLY) _____
 PERSON RESPONSIBLE: LETTICIA E. COLLINS SIGNATURE: _____ PRINTED NAME: _____
 RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
 IF TRANSFERRED _____
 RECEIVING PERSON'S SIGNATURE: Robert D. Hooper, Jr. PRINTED NAME: _____
 PRINTED NAME: _____

AUDITOR'S USE ONLY
 RECEIVED: _____ ENTERED FIXED ASSET: _____
 INSURED: _____ AUDITOR'S INITIAL: _____

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: MAINTENANCE
 THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
 ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
 (ATTACH COPY)

DATE OF TRANSACTION: 08/24/2020 P.O. NO: _____ MILEAGE OR HOURS: _____
 ACCOUNT NO: _____
 ESTIMATED LIFE EXPECTANCY: UNLIMITED LOCATION: Hwy. DEPT.
 CIP NUMBER: _____
 SERIAL OR VIN NUMBER: 1ETNVV2L564EC34381
 TOTAL/PARTIAL VALUE OF ASSET: \$2,000.00
 (PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
 DESCRIPTION: 2003 FORD F-350 24 TON PICKUP TRK. TRANSFERRED TO HIGHWAY DEPT.
 (BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
 BRAND OR MAKE: FORD MODEL NO: F-350
 YEAR: 2003 LICENSE NO: _____
 TYPE OF FUEL: GAS ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: _____ TRUCKS ONLY _____
 IF DISPOSED - METHOD: _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
 (ATTACH POLICE REPORT) _____
 END-OF-LEASE _____
 DATE BOARD APPROVED: 08/24/2020 TRANSFERRED TO: _____
 (ATTACH COPY OF MINUTES) _____
 DATE BOARD APPROVED: _____
 (REAL PROPERTY ONLY) _____
 PERSON RESPONSIBLE: LETTICIA E. COLLINS SIGNATURE: _____ PRINTED NAME: _____
 RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
 IF TRANSFERRED _____
 RECEIVING PERSON'S SIGNATURE: Robert D. Hooper, Jr. PRINTED NAME: _____
 PRINTED NAME: _____

AUDITOR'S USE ONLY
 RECEIVED: _____ ENTERED FIXED ASSET: _____
 INSURED: _____ AUDITOR'S INITIAL: _____

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: HIGHWAY
 THIS NOTIFICATION IS FOR: ADDITION UPDATE TRANSFER DISPOSAL
 ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER
 (ATTACH COPY)

DATE OF TRANSACTION: 08/24/2020 P.O. NO: _____ MILEAGE OR HOURS: _____
 ACCOUNT NO: _____
 ESTIMATED LIFE EXPECTANCY: UNLIMITED LOCATION: J.C. PARKING LOT
 CIP NUMBER: _____
 SERIAL OR VIN NUMBER: 1ETNVV2L564EC34381
 TOTAL/PARTIAL VALUE OF ASSET: \$1,000.00
 (PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
 DESCRIPTION: 2003 FORD F-350 24 T. P.U. TRANSFERRED TO MAINTENANCE DEPT.
 (BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
 BRAND OR MAKE: FORD MODEL NO: _____
 YEAR: 2003 LICENSE NO: _____
 TYPE OF FUEL: GAS ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: _____ TRUCKS ONLY _____
 IF DISPOSED - METHOD: _____ SOLD \$ _____ TRADED _____ JUNKED _____ SCRAPPED _____
 (ATTACH POLICE REPORT) _____
 END-OF-LEASE _____
 DATE BOARD APPROVED: 08/24/2020 TRANSFERRED TO: _____
 (ATTACH COPY OF MINUTES) _____
 DATE BOARD APPROVED: _____
 (REAL PROPERTY ONLY) _____
 PERSON RESPONSIBLE: LETTICIA E. COLLINS SIGNATURE: _____ PRINTED NAME: _____
 RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
 IF TRANSFERRED _____
 RECEIVING PERSON'S SIGNATURE: Robert D. Hooper, Jr. PRINTED NAME: _____
 PRINTED NAME: _____

AUDITOR'S USE ONLY
 RECEIVED: _____ ENTERED FIXED ASSET: _____
 INSURED: _____ AUDITOR'S INITIAL: _____

INCARCERATED OFFENDERS PROVIDER AGREEMENT
WARRICK COUNTY 2021
503Warrick21CountyMed

This Agreement (this "Agreement" or "Contract") entered into by and between the Indiana Family and Social Services Administration ("FSSA") or ("State") and Warrick County (the "County"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Adult and juvenile offenders ("offenders") may be eligible for Medicaid coverage as offered through the FSSA's programs while receiving inpatient services delivered at a Medicaid approved facility during incarceration, and upon release or discharge. The intent of the parties is to make applicable health coverage available to offenders eligible to receive such coverage for inpatient services during their incarceration and upon the offenders' release and to outline the County's responsibilities for reimbursing FSSA the state share of Medicaid costs incurred under this Agreement.

I. PURPOSE

IC 36-2-13-19(c) authorizes FSSA and an interested county to enter into an agreement for purposes of making Medicaid available to cover eligible offenders who are incarcerated and to help coordinate benefits coverage for offenders transitioning to civilian life. However, such agreement must take the form of a contract. The purpose of this Agreement is to implement those terms herein, and outline the division of responsibilities between FSSA and County to carry out the terms therein.

This Agreement covers two scenarios: 1) FSSA makes coverage available to eligible offenders for inpatient services; and the county reimburses FSSA in the amount of the State share; and 2) the County assists offenders whose period of incarceration is ending to apply for Medicaid, including HIP 2.0.

The terms and conditions addressed in this Agreement are meant to be uniform and consistent among all counties that choose to participate in the health coverage opportunities afforded by this Agreement. It is the intent of the parties that this Agreement would be administratively cumbersome for FSSA to negotiate a different contract with each of the State's counties. It is the intent of the parties that this Agreement is a standard document that will not be negotiated or modified. Counties choosing to receive additional health coverage opportunities outlined in this Agreement must agree to the terms as they are set forth herein.

II. AUTHORITIES AND DEFINITIONS

The following authorities and definitions are hereby incorporated into this Agreement.

A. 42 U.S.C. § 1396d(a)(2)(A) prohibits Medicaid payments for services provided to an inmate in a public institution, but does not prohibit the provision of medical services provided by an enrolled Medicaid provider to an eligible inmate not in a prison setting who becomes an inpatient in a medical setting. *See also* 42 C.F.R. § 435.1009(a)(1).

B. 42 C.F.R. § 435.1010 defines a "Public Institution" as "an institution that is the responsibility of a governmental unit or over which a governmental unit exercises administrative control."

C. 42 C.F.R. 435.1009 provides that a public institution does not include the following: medical institution, intermediate care facility, a publicly operated community residence serving no more than 16 residents, or a child care institution.

D. 42 C.F.R. 435.1010 defines "Medical Institution" as an institution that meets all of the following:

- is organized to provide medical care, including nursing and convalescent care;
- has the necessary professional personnel, equipment, and facilities to manage the medical, nursing and other health needs of patients on a continuing basis in accordance with the standards of practice for the profession;
- is authorized under State law to provide medical care; and
- is staffed by professional personnel who are responsible to the institution for professional care and supervision by a physician, registered nurse, or other qualified personnel. The needs and a physician's guidance on the professional aspects of operating the institution.

E. IC 12-15-44.2 and IC 12-15-44.5 expanded Medicaid coverage to certain adult populations who are incarcerated at or below 136% of the federal poverty level ("HIP 2.0"). *See also* 405 IAC 10-1-10. Such individuals are eligible for Medicaid coverage during their incarceration and upon a specified period of time at a Medical Institution that is also qualified to provide such services. Such individuals must subsequently submit an application in order to be enrolled in Medicaid, including HIP 2.0.

F. IC 12-15-20 provides that an individual convicted of fraud under IC 35-43-5 or legend drug deception under IC 35-43-10 related to the receipt of Medicaid assistance for various periods of time depending on the number of repeat offenses, may receive Medicaid assistance for such individuals is subject to the eligibility rules and restrictions as set forth in 42 C.F.R. § 435.61-69, IC 12-15-2, and IC 35-43-10.

G. House Enrolled Act 1269 - 2015 amended various provisions of the Indiana Code as follows:

- IC 36-2-13-19(a)(1) defines an inmate as an individual "subject to lawful detention" by the County. The term "offender" as used in this Agreement shall refer to such individuals.
- IC 11-12-5-9(a) requires that the County shall submit a Medicaid application on behalf of an offender whenever the offender is admitted to an inpatient hospital or health care facility, and is not already eligible for Medicaid.
- IC 11-12-5-9(b) requires that the County shall assist in applying for Medicaid or long-term care services for offenders incarcerated for thirty (30) days or longer.
- IC 11-12-5-9(c) requires that the County shall assist in applying for Medicaid or other benefits on the health care exchange within a sufficient amount of time before the offender is released from the County or health care facility.
- IC 11-12-5-9(b) details offenders incarcerated for less than thirty (30) days, the County shall assist in applying for Medicaid and act as the offender's AVR so that the offender may be reauthorized for eligibility to receive Medicaid.
- IC 11-12-5-9(e) recognizes an entity contracted by the County to perform the Medicaid application on behalf of the offender as the offender's AVR where applicable.
- IC 11-12-5-9(e) requires that the County shall immediately suspend the person's Medicaid eligibility assistance, the agency shall immediately suspend the person's Medicaid status until such assistance is restored.
- IC 13-3-2 requires that the County shall reimburse FSSA any administrative costs including the state share of costs incurred on behalf of the offender.

H. 7 C.F.R. 273.1(b)(7) outlines the individuals ineligible for Supplemental Nutrition Assistance Program ("SNAP") benefits. Federal law prohibits SNAP benefits to anyone with a felony conviction.

III. CONSIDERATION

The consideration for this Agreement is the mutual assurances and covenants set forth herein. However, both FSSA and County will incur costs in order to implement the terms of this Agreement.

IV. COSTS

The parties understand that for eligible offenders, FSSA will pay the cost of the covered Medicaid inpatient services provided under this Agreement. FSSA shall not be responsible for covering Medicaid inpatient services provided to ineligible offenders or for those whose presumptive eligibility application and determination are not properly completed.

A. State share of Medicaid payments provided on behalf of offenders eligible for Medicaid with Federal funding based on the Federal Medical Assistance Percentages ("FMAP") rate effective during the period in which the service is delivered and State funding, which is also referred to as the State match or SMAP.

1. FSSA agrees to provide the State match using funds from its appropriation for inpatient services provided to offenders incarcerated under this section. County agrees to reimburse FSSA in the amount of the State match.

2. The FSSA will provide County with expenditure reports, along with SMAP estimates, of the amount the County will reimburse FSSA on a quarterly basis during the term of the applicable year as follows during the term of this Agreement:

- January 15
- April 15
- July 15
- October 15

3. These reports will cover all expenditures FSSA incurred on behalf of the County for services rendered during the period of this Agreement.

4. On a quarterly basis, and within 15 days of the receipt of the expenditure report and invoice from the FSSA Office of Medicaid Policy and Planning, ("OMP") the County shall submit to the FSSA Office of Medicaid Policy and Planning, ("OMP") the County's share of the cost of Medicaid recipients. The payment should be made payable to the State of Indiana and sent to the below address along with a copy of the invoice previously provided to the County.

FSSA Claim Repayment
PO Box 1007
Indianapolis, IN 46262-1007

Any payment received beyond the date specified in this section shall be subject to interest in accordance with IC 5-17-5.

- 6. FSSA will not contribute any funds to cover the SMAP amount if the County determines that the funding needed to provide the SMAP amount is unavailable. Should an available work together for resolution, if a resolution cannot be reached in accordance with section V.B.1.i of this Agreement, the parties will make every effort to resolve the matter. FSSA may take necessary steps to recoup funds owed and consider terminating this Agreement.
- 7. FSSA will identify any changes in the applicable federal medical assistance percentage (FMAP) in the state share estimate it provides to County under section IV.B.3.
- 8. FSSA will make eligibility determinations for the offenders based on the information submitted by the offender or the offender's AVR. As such, FSSA shall be primarily responsible for determining the appropriate category of offender. FSSA shall be primarily responsible to cooperate with FSSA in providing documentation to establish overpayment determination upon FSSA's request. Determination for financial liability will be made between parties as disallowances occur and payment made as necessary.
- 9. County will be responsible for any costs associated with any safety training required for FSSA staff who may visit a County facility to assist an offender as outlined in this Agreement.
- 10. County will be responsible for reimbursing FSSA for any costs associated with claims paid by FSSA for health care services subsequently deemed not covered by Medicaid.

B. Financial records and inspections

- 1. Both parties agree to maintain a proper accounting of expenditures under this Agreement including in their respective books, records, or documents.
- 2. Either party agrees to provide all audits, monitoring reports, documentation, and records related to the administration of funds under this Agreement upon request of the other.
- 3. County agrees to cooperate and provide all requested support to the OMPFP in all audits conducted by an authorized state auditor, including the State Board of Accounts and Health and Human Services Office of the Inspector General.

V. DUTIES OF THE PARTIES

The parties agree to the following responsibilities:

A. Duties regarding incarcerated offenders

1. County agrees to:

- i. Identify offenders potentially eligible for Indiana Health Coverage Programs such as Medicaid and HIP 2.0. FSSA will provide necessary information to County, including but not limited to, with completing the necessary applications for those benefits and for presumptive eligibility upon inpatient admission of an offender if needed. Pursuant to IC 36-2-13-10(c), the County shall be the offender's AVR. County shall permit an offender to revoke their AVR status to DFR. A party revoking an AVR shall submit a written statement to DFR.
- ii. Submit an application for health coverage within sixty (60) days of an application for presumptive eligibility for any offender receiving presumptive eligibility health coverage.

Page 4 of 11

- iii. Include all necessary/requested verifications and medical records required to establish eligibility for the offender. FSSA will contact the AVR or the offender if additional documentation is required.
- iv. Transfer funds on a quarterly basis to FSSA to cover the Medicaid State match on all Medicaid expenditures paid for services provided to offenders.
- v. Provide program information on a quarterly basis to FSSA regarding the number of offenders in the program, the number of days and other data upon request so that FSSA can monitor and evaluate this program.
- vi. Submit monthly reports to FSSA providing a list of all currently incarcerated offenders who are enrolled in the Medicaid program.
- vii. Notify DFR of the incarceration of any offender who is a Medicaid recipient, if known.
- viii. Notify DFR of the hospitalization of any offender who is enrolled in the Medicaid program. Such notice may be satisfied when completing the Presumptive Eligibility process.
- ix. Provide the required information on each inmate requiring hospitalization to complete the Presumptive Eligibility process upon admission to a medical institution.

2. FSSA agrees to:

- i. Provide all necessary assistance to County staff to convey information needed to carry out the Agreement including training on how to complete all necessary forms for public assistance.
- ii. Process the offender's submitted application and all requested documentation. FSSA will mail the application, or denial letter to the appropriate address as provided on the application and to the appropriate AVR.
- iii. Provide quarterly reports to County including total Medicaid expenditures paid for offenders during the specific quarter and the State match owed on those expenditures based on the current FMAP percentage.
- iv. FSSA cannot make SNAP or TANF benefits available to offenders. As such, FSSA shall not process a SNAP or TANF application unless the individual is eligible for such benefits under State or Federal law.

B. Duties regarding offenders whose incarceration is ending

1. County agrees to:

- i. Within 45 days prior to an offender's release, discharge, or transfer from a Public Institution, County shall:
 - a. Submit an application for health coverage for any offenders considered by County to be potentially eligible for Medicaid or for HIP 2.0 coverage.
 - b. Notify the offender of their potential eligibility for health coverage through the Social Security Administration for offenders who are eligible to receive coverage as Aged or Disabled.

Page 5 of 11

- ii. Notify FSSA of the offender's impending release date.
- iii. In some circumstances, the offender may need to obtain Medicaid coverage via presumptive eligibility upon release or discharge. In such situations, an entity qualified to make such determinations may need information in the possession of County. When appropriate, the County will provide the information necessary for the entity to make the presumptive eligibility determination on behalf of a released offender.
- iv. Maintain the original application documentation in the offender's release portfolio and provide a copy of the application documentation to the offender's AVR. FSSA shall maintain a paperwork to the local DFR office at the time of the offender's scheduled appointment, if necessary. County will notify FSSA of any change in the offender's release date.
- v. If it becomes necessary for FSSA staff to travel to the County facility, provide appropriate safety and security training to FSSA staff who would need to be on-site assisting offenders with completing the application documentation.
- vi. Not to interfere with an offender applicant's right to file an appeal of an FSSA determination under this section. County may assist with any offender appeal to the extent legally required, or may file an appeal on behalf of the offender as an AVR.

2. FSSA agrees to:

- i. Where necessary, schedule a phone interview with the offender and/or AVR to receive the necessary information to complete the application for Medicaid coverage. FSSA shall provide benefits (for the aged and disabled categories) upon receipt of the application and notification to the AVR. This phone interview may include both the potentially eligible offender and the appropriate County staff who are authorized to participate.
- ii. Process applications within the federally required timeframes, provide notices to the applicant or the AVR, and provide "pending verification checklist" requesting missing information from the applicant or the AVR, as applicable, in a timely manner.
- iii. FSSA shall cease routine correspondence with County as the AVR after the date that County or the Offender revokes the AVR status by notifying DFR in accordance with the notice provided under V.B.1.i.c. of this Agreement.

VI. TERM AND TERMINATION

This Agreement shall become effective on October 26, 2020 and terminate on September 30, 2025, unless earlier terminated pursuant to this section. The parties agree to the same terms and conditions, for an additional two years. The term of this Agreement may not be longer than 6 years. Any renewal of this Agreement shall be made in writing.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not available to support continuation of performance shall be final and conclusive.

- A. Either party may terminate this Agreement as follows:
 - i. The parties fail to resolve a dispute following the dispute resolution procedures in Section VII of this Agreement. This Agreement may be terminated in whole or in part under this subdivision immediately upon the service of written notice to the other party.

Page 6 of 11

B. Either party decides that termination is in the best interest of the terminating agency. A party terminating this Agreement must provide written notice to the other party 30 days in advance of terminating the Agreement.

C. All written notices required under this section shall state the reasons for termination.

VII. DISPUTE RESOLUTION

To ensure that problems and issues arising under this Agreement are resolved expeditiously, the County and the County Commissioners shall agree to designate as the primary liaison from each agency, the Secretary of the FSSA and the County Commissioners. The decision reached by the Secretary and the County Commissioners shall be final. All parties agree to seek the most rapid resolution of all disputes.

VIII. MODIFICATION/AMENDMENTS

This Agreement may be modified or amended upon the initiative of any party. Such modifications must be made in writing and signed by all authorized representatives of the County and the agencies that are parties to this Agreement. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

To the extent that any change in law conflicts with this Agreement, such law nullifies this conflicting provision in this Agreement. However, the remaining provisions of this Agreement remain in full force and effect.

IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTING ACT (HIPAA)

The County agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification (HIPAA), including amendments to HIPAA for the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), Subtitle D, in all activities related to the Agreement, to maintain compliance during the term of the Agreement and after as may be required by federal law, to operate any systems used to maintain compliance with HIPAA and to take no action which adversely affects the FSSA's HIPAA compliance.

X. COMPLIANCE WITH LAWS

A. The County 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 law, rule, regulation or ordinance shall be binding upon the County to determine whether the provisions of this Agreement require formal modification.

B. The County, its officials, employees, representatives and agents shall abide by all ethical requirements set forth in IC §4-2-8, of 899, IC §4-2-7, of 899, and the Republican Proclamation. If the County has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, at those terms are defined in IC 4-2-5-10.5, is not in compliance with the disclosure requirements in IC 4-2-5-10.5, the County shall ensure compliance with the disclosure requirements in IC 4-2-5-10.5. The County should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <https://www.in.gov/ig/>.

If the County or its officials, employees, representatives or agents violate this Agreement immediately upon notice to the County, in addition, the County may be subject to penalties under IC §54-2-6, 4-2-7, 35-44-1-1-4, and under any other applicable laws.

C. The County certifies by entering into this 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 of Indiana. The County agrees that any payments currently in arrears to the State of Indiana may be withheld from payments due to the County. Additionally, further work or payments may be withheld until the County has satisfied the amount suspended until the County is current in its payments and has submitted proof of such payment to the State.

D. The County 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 County agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. If a valid dispute exists as to the County's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny payment to the County, the County must submit in writing a request to continue or receive payment, without delay. The County must submit a written request to the Indiana Department of Child Services (IDCS) following the procedures for disputes outlined herein. A determination by IDCS shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The County warrants that the County and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety and environmental regulations that apply to the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

XI. DEFAULT BY STATE

No claim of default by the State may be pursued unless and until the State has failed to make progress toward correction of the issue of default within 60 days after the provision of written notice of default by the County.

XII. DRUG-FREE WORKPLACE CERTIFICATION

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the County hereby certifies and agrees to make a good faith effort to provide and maintain a drug-free workplace. The County, or an employee of the County in the State of Indiana, has not been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension or termination of the contract with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the County 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 County's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the County'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;

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 County immediately of any conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

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 a drug abuse violation occurring in the workplace: (1) appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

XIII. EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1-7, the County swears or affirms under the penalties of perjury that the County does not knowingly employ an unauthorized alien. The County further agrees that:

A. The County shall enroll in and verify the work eligibility status of all his/hers/its newly hired employees through the E-Verify program as defined in IC §22-5-1-7.3. The County is not required to participate should the E-Verify program cease to exist. Additionally, the County is not required to participate if the County is self-employed and does not employ any employees.

B. The County shall not knowingly employ or contract with an unauthorized alien. The County shall not retain an employee or contract with a person that the County subsequently learns is an unauthorized alien.

C. The County shall require his/hers/its subcontractors, who perform work under this Agreement, to certify to the County that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The County agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

XIV. NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including 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 County covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or other privileges or benefits of employment, or any aspect of such employment, because of the employee's or applicant's race, color, national origin, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). County certifies compliance with applicable federal laws, regulations, and ordinances, including information based on the Protected Characteristics in the provision of services. Breach of this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the County or any subcontractor. The State is a recipient of federal funds, and therefore, where applicable, County 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.

XV. PENALTIES/INTEREST/ATTORNEY'S FEES

The Parties will in good faith perform its required obligations hereunder and does not agree to pay any penalties, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-5. Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure and shall not be based on funding from federal or other sources.

XVI. NOTICE TO PARTIES

Both parties agree to designate one liaison for purposes of this Agreement. County may conduct routine correspondence with the State through the designated liaison. Written notice, any notice, statement, or other communication is required under this Agreement, it shall be in writing and shall be sent to the address specified herein or such other address as a party may in the future specify in writing to the others.

WARRICK COUNTY CONTACT:

Dan Saylor
Warrick County Courthouse
1 County Square
Warrick, Indiana 47601
(812) 897-6130

FSSA CONTACT:

Paul Bowling, Chief Financial Officer
FSSA Administration
402 W. Washington Street, Room W461
Indianapolis, IN 46204
(317) 233-4451

NON-COLLUSION AND ACCEPTANCE

This undersigned attests, subject to the penalties for perjury, that this undersigned is the properly authorized representative of the undersigned, and that the undersigned, through the undersigned, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. I, the undersigned, have read this Agreement and understand its contents and agree that by electronically signing and submitting this state approved contract, I am affirming to the truth of the information contained therein. I agree, and it is my intent, to sign this Agreement by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein.

AGREEMENT TO USE ELECTRONIC SIGNATURES

I agree, and it is my intent, to sign this Agreement by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein.

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

WARRICK COUNTY

INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION,
OFFICE OF MEDICAID POLICY AND PLANNING

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

ORDINANCE 2020-17
AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ADOPTING A NEW CHAPTER REGULATING WEIGHTS AND MEASURES

WHEREAS, pursuant to Ind. Code 36-1-3-4, Warrick County, Indiana is authorized to exercise all powers not expressly granted by statute that are otherwise necessary or desirable in the conduct of its affairs;

WHEREAS, the Warrick County Weights and Measures Inspector recommends Warrick County, Indiana codify the regulations for weights and measures in Warrick County as set forth in Ind. Code 24-6, *et seq.*, as applicable;

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desires to add a new chapter to the Warrick County, IN Code of Ordinances regulating weights and measures in Warrick County;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, that Chapter 112 is heretofore added to the Warrick County, IN Code of Ordinances as follows:

§ 112.01 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

County Inspector means the person or persons duly authorized to inspect weighing or measuring instruments in Warrick County.

Instrument means any scale, weight, beam, measure, meter, or weighing or measuring device of every kind, or parts thereof, subject to regulation by the Division of Weights and Measures of the State Department of Health.

§ 112.02 COMPLIANCE WITH STATE STANDARDS REQUIRED.

No person engaged in the business of selling, buying, exchanging goods or commodities by weight, measure, or volume shall use any instrument that has not been tested and approved for such purpose if such instrument does not meet the standards established by the State of Indiana or the Division of Weights and Measures of the State Department of Health. A person who violates this Section shall be fined Fifty and 00/100 Dollars (\$50.00).

§ 112.03 INSPECTION OF MOBILE INSTRUMENTS.

ORDINANCE 2020-17

(A) If an instrument is mobile or otherwise operated at more than one (1) location and is not made available to be inspected by the County Inspector at a permanent business location during regular business hours of the County, the County Inspector shall have the authority to order the owner or operator to present the instrument for inspection by the County Inspector at a time and location designated by the County Inspector.

(B) A person who fails to comply with such orders of the County Inspector under this Section shall be fined Fifty and 00/100 Dollars (\$50.00).

§ 112.04 INSTRUMENT INSTALLATION, REPAIR, AND NUMBERING.

(A) An owner or operator of an instrument shall inform the County Inspector that an instrument has been installed or repaired and provide the County Inspector with the location of said instrument prior to such instrument being placed into service. The County Inspector shall thereafter certify its accuracy and affix a security seal and/or an annual approval seal.

(B) A person who owns or operates more than one (1) instrument of a particular type at a business location shall serially number each instrument in such a manner that each instrument shall be readily distinguishable from all other such instruments of that type present at that location.

(C) A person who violates this Section shall be fined Twenty-Five and 00/100 Dollars (\$25.00).

§ 112.05 SECURITY AND APPROVAL SEALS.

(A) When an instrument is security sealed by the County Inspector, such security seal shall not be cut, severed, or removed without permission of the County Inspector. Any instrument designed to be security sealed shall be sealed by the County Inspector.

(B) Reprimen whose equipment is certified under § 112.04(A) may remove a security seal without prior approval of the County Inspector for the sole purpose of making repairs to such equipment. Reprimen who cut, sever, or remove a security seal shall notify the County Inspector within twenty-four (24) hours of such cutting, severance, or removal.

(C) If an instrument bears an annual approval seal on its exterior, such approval seal shall not be altered, defaced, or removed.

ORDINANCE 2020-17

(D) No security seal or annual approval seal shall be valid in Warrick County except for that which is authorized by the County Inspector.

(E) No instrument shall be used in the business of selling, buying, bartering, or exchanging of goods or commodities if the security seal has been cut, severed, or removed until such instrument is resealed by the County Inspector, or permission is given by the County Inspector if immediate resealing of the instrument is impractical.

(F) A person who violates this Section shall be fined One Hundred and 00/100 Dollars (\$100.00).

§ 112.06 COMMODITY REGULATIONS.

(A) Any person engaged in the selling, buying, bartering, or exchanging of goods or commodities must sell, buy, barter, or exchange such goods or commodities using the legal method of selling, buying, bartering, or exchanging such goods or commodities as required by the National Conference on Weights and Measures Sale of Commodities Regulation.

(B) All commodities and goods offered for sale in packages or containers shall meet all labeling requirements of the National Conference on Weights and Measures Packaging and Labeling Regulations. A manufacturer, wholesale distributor, or retail seller who violates this Section may be fined as follows for the number of such units at each location where they are available for purchase:

1 to 25 units	\$50.00
26 to 50 units	\$100.00
51 to 75 units	\$150.00
76 to 100 units	\$200.00
101 to 200 units	\$400.00
201 units or more	\$500.00

(C) All commodities and goods when required to be sold by weight must be sold by net weight, and all commodities and goods required to be sold by measure or count shall be accurate as required.

(D) The manufacturer, wholesale distributor, or retail seller of a prepackaged commodity which is less than the weight, measure, or count designated on its package may be fined as follows for the number of such units at each location where they are available for purchase:

ORDINANCE 2020-17

1 to 25 units	\$50.00
26 to 50 units	\$100.00
51 to 75 units	\$150.00
76 to 100 units	\$200.00
101 to 200 units	\$400.00
201 units or more	\$500.00

§ 112.07 USER FEE FOR COURTESY SERVICES.

The County Inspector may collect a fee not to exceed Twenty and 00/100 Dollars (\$20.00) for inspecting or calibrating any scale or measuring device which is not used in the business of selling, buying, or exchanging goods or commodities, and is not subject to regulation by the Division of Weights and Measures of the State Board of Health. The fee shall be deposited into the dedicated, non-reverting fund which is used for capital purchases for the Weights and Measures Department.

§ 112.08 ENFORCEMENT.

(A) The County Inspector may issue to a person who violates this Chapter a citation which shall be written on a citation ticket and kept on file in the Warrick County Weights and Measures Office.

(B) If a person who is issued a citation for violating this Chapter does not pay the fine and/or correct the deficiency being cited within a period of ten (10) calendar days, the matter shall be referred to the Warrick County Attorney for prosecution.

(C) Any violation of this Chapter committed by a person that occurs within one (1) year of a prior violation committed by the same person shall constitute a subsequent violation. A person who commits a subsequent violation of this Chapter shall be fined in an amount that is double the specific amount set forth for such initial violation.

(D) Each day a person is in violation of this Chapter constitutes a separate violation.

(E) All fine amounts collected shall be deposited into a dedicated, non-reverting fund to be used for capital purchases for the Weights and Measures Department, subject to appropriation of funds by the Warrick County Council.

ORDINANCE 2020-17

Passed and adopted by the Warrick County Board of Commissioners this 21st day of August, 2020.

WARICK COUNTY BOARD OF COMMISSIONERS
Dan Saylor, President
Robert H. Johnson, Jr., Vice President
Terry J. Philippe, Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-18
Fine & Hatfield, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47709
Telephone: (812) 422-8892
Warrick County Attorney

5

WARICK COUNTY, INDIANA
Governmental Unit
Friday, August 28, 2020

ACCOUNTS PAYABLE VOUCHER REGISTER

Table with columns: Filed, Name of Claimant, Department, Amount of Voucher, Amount Allowed, Warrant, Certified. Includes various departments like CLERK, TREASURER, SUPERIOR COURT #1, etc.

Notes: 1) Voucher payee address or for cash, verified in signature of claimant. 2) Voucher payee name verified in signature of claimant. 3) Voucher amount verified in signature of claimant. 4) Voucher date verified in signature of claimant. 5) Voucher number verified in signature of claimant. 6) Voucher description verified in signature of claimant. 7) Voucher supporting documentation verified in signature of claimant. 8) Voucher supporting documentation verified in signature of claimant. 9) Voucher supporting documentation verified in signature of claimant. 10) Voucher supporting documentation verified in signature of claimant.

I hereby certify that each of the above listed vouchers and the invoices, or bills attached as indicated in the Certified column hereof, are true and correct and I have audited the same in accordance with the provisions of the Governmental Accounting System Act of 1985, as amended.

Deborah K. Stevens, Auditor
Warrick County, Indiana

508.518.22

<p>AGENDA</p> <p>1. 8:00 AM - 8:15 AM - Roll Call</p> <p>2. 8:15 AM - 8:30 AM - Approval of Minutes</p> <p>3. 8:30 AM - 9:00 AM - Public Comments</p> <p>4. 9:00 AM - 9:30 AM - County Board Business</p> <p>5. 9:30 AM - 10:00 AM - Executive Session</p> <p>6. 10:00 AM - 10:30 AM - Public Comments</p> <p>7. 10:30 AM - 11:00 AM - Board Meeting Adjourns</p>	<p>ATTENDANCE</p> <p>Present: [Signatures]</p> <p>Absent: [Signatures]</p>	<p>COMMISSIONERS</p> <p>Commissioner [Name]</p> <p>Commissioner [Name]</p> <p>Commissioner [Name]</p> <p>Commissioner [Name]</p> <p>Commissioner [Name]</p>	<p>CLERK</p> <p>[Signature]</p>
--	---	--	--

I, the undersigned, County Auditor of Warrick County, Indiana, do hereby certify that the above is a true and correct copy of the minutes of the Board of Commissioners of Warrick County, Indiana, as the same were taken at the meeting held on the 24th day of August, 2020. Debbie Stevens, Auditor of Warrick County.

[Signatures]
 Dan Sawyer, Vice Chairman
 Terry [Signature], Vice Chairman
 Debbie Stevens, Auditor

Warrick County Claims for Payment - Non Certified
 Monday, August 24, 2020

PC Quest - Health Dept. \$ 3,498.50* Rates do NOT match what is on file.
 Office Depot - Highway Dept \$ 60.14 Water, Creamer, Kleenex

Totals \$ 208164 @ Co. O. H.

[Signatures]
 Dan Sawyer, Vice Chairman
 Bob Johnson, Vice President
 Terry [Signature], Vice President
 Debbie Stevens, Auditor



4015 S High School Rd
 Indianapolis, IN 46241
 (317) 738-3000
 www.ebs.com

Migration of Third-Party Cameras in
 Judicial Center to Avigilon

Prepared specifically for:
 Warrick County, Indiana



Boris Peterson
 Director of Information Technology
 Warrick County, Indiana
 +1 317 513 0539





4815 S High School Rd
Indianapolis, IN 46241
(800) 735-2080

Proposal Acceptance

Proposed Contract Price: \$84,838.50

- Above pricing does not include any applicable taxes
 - Attachment A: ERS Support Services (Signature Required, not included in Proposed Contract Price).
 - Attachment B: List of Existing Third-Party Cameras with Location and Network Information.
- Note: these attachment forms a part of this contract

Project Payment Terms:

- 100% (\$84,838.50) upon completion of the scope of work.

Signature below constitutes acceptance of the quotation, and hereby authorizes ERS Wireless to proceed with ordering all components.

Prepared By:
ERS Wireless

Acknowledged By:
Warrick County, Indiana

Printed Name: Steve Dhondt
Signature: Steve Dhondt

Printed Name: Dan Sytko
Signature: Dan Sytko

Title: Government Sales Manager

Title: Contract Sales Manager

Quoted pricing effective for 30 days from the date of proposal.



Mobile Solutions Channel Partner



4815 S High School Rd
Indianapolis, IN 46241
(800) 735-2080

**Attachment A:
ERS Support Services**

5 Year ERS Essential On-Site Support Services for Proposed Project: \$15,139.00

- ERS Essential On-Site Support:
 - Provides labor for customer support and problem diagnosis.
 - Services Monday through Friday 8 a.m. to 5 p.m., excluding holidays.
 - Shipping to return equipment to customer after repair.
 - Requisition software updates to Avigilon system.

Manufacturer's standard warranty is provided under any hardware purchase. Any installation, equipment, hardware, software, or component is warranted only if it is covered in a separate agreement at the customer's request. The currently posted by an ERS Essential On-site support plan can be located and covered in a separate agreement under this contract, and does not include any Avigilon software, hardware, software, or component as warranted today. Avigilon Software Upgrade & Support Policy: All installation and use of Avigilon software is governed by the applicable end user license agreement. Such software is provided as-is without any warranty, either expressed or implied, and the user assumes the risk of any damage to the user's data or equipment. If the user is not satisfied with the latest hardware and subject to applicable license fees, it will be replaced with the latest hardware and subject to applicable license fees.

Opt-Out: I understand that if I choose to opt-out of the ERS Essential On-Site Support as stated, I will be charged for all service work, including that which equipment is under a manufacturer warranty. All services will be charged at the below ERS Wireless standard rates:

- ERS Wireless Standard Service Rate/Details:**
- Tier 1: Engineering, Design and Networking Services: \$75.00 per hour
 - Tier 2: System Installation/Service: \$110.00 per hour
 - Tier 3: System Installation/Service: \$140.00 per hour
 - Out of warranty repairs will be charged based on current list rate per device type. Location service location as follows:
 - Zone 1 (0-15 Miles): \$97.00
 - Zone 2 (15-25 Miles): \$107.00
 - Zone 3 (25-35 Miles): \$117.00
 - Zone 4 (35-45 Miles): \$127.00
 - Zone 5 (45-55 Miles): \$137.00
 - Zone 6 (55-75 Miles): \$147.00
 - Zone 7 (75-100 Miles): \$157.00
 - Manufacturer warranty with cover fees, as specified by each manufacturer, during the warranty period. ERS Wireless services are provided under a separate agreement. All services are provided under a separate agreement. All services are provided under a separate agreement.
 - If parts are not covered under the manufacturer warranty, fees to outside of the warranty, physical or third party damage or other Area of Cost, ERS will notify the customer of repair or replacement parts cost.

Please indicate below if you choose to Opt-In or Opt-Out of the ERS Essential On-Site Support Package, sign and date below, by opting out of this ERS Essential On-Site Support, you acknowledge you will be charged for all services as provided at the rates listed above.

Opt-In - ERS Essential On-Site Support

Opt-Out - ERS Essential On-Site Support

Acknowledged By:
Warrick County, Indiana

Printed Name: Dan Sytko

Signature: Dan Sytko

Title: Government Sales Manager

Date: 08/31/2020



Mobile Solutions Channel Partner





4515 S High School Rd
Indianapolis, IN 46241
(800) 735-2989
www.ecs-solutions.com

**Attachment B:
List of Existing Third-Party Cameras w/Location and Network Info.**

Camera Name	IP Address	Type	Model	Firmware	Format	ONVIF
Sally Port	10.50.0.23	Sony	SNC-DH260	1.40.00	H.264	S
Parking Lot North	10.50.0.24	Arecont Vision	20185DN	65183	H.264	S
Parking Lot West	10.50.0.24	Arecont Vision	20185DN	65183	H.264	S
Parking Lot Southwest	10.50.0.24	Arecont Vision	20185DN	65183	H.264	S
Parking Lot North West	10.50.0.24	Arecont Vision	20185DN	65183	H.264	S
Parking Lot South	10.50.0.25	Arecont Vision	20185DN	65183	H.264	S
Sallyport Entrance	10.50.0.25	Arecont Vision	20185DN	65183	H.264	S
Parking Lot Entrance	10.50.0.25	Arecont Vision	20185DN	65183	H.264	S
Employee Entrance North	10.50.0.25	Arecont Vision	20185DN	65183	H.264	S
ML SOUTH EXIT	10.50.0.26	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
ML Treasurer Hall	10.50.0.28	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
ML Desk	10.50.0.28	HikVision	NC312-TD	160908	H.264	RTSP
ML Entrance	10.50.0.29	HikVision	NC312-TD	150629	H.264	RTSP
Prosecutor	10.50.0.30	HikVision	DS-2CD2112F-I	V5.3.0 Build build	H.264	G/S
LL Hall N	10.50.0.31	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
ML Clerk Hall	10.50.0.32	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
LL Drug Court Hall	10.50.0.33	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
UL Circuit Hall S	10.50.0.34	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
UL Circuit Hall	10.50.0.36	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
UL Secure Hall N	10.50.0.37	HikVision	NC312-TD	160908	H.264	RTSP
Sup 2 Gallery	10.50.0.38	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Circuit Court Gallery	10.50.0.39	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
UL Circuit Hall	10.50.0.40	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
UL South	10.50.0.41	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Employee Entrance South	10.50.0.43	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
ML Election Hall	10.50.0.44	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
UL Sup 1	10.50.0.45	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP

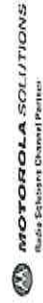


4515 S High School Rd
Indianapolis, IN 46241
(800) 735-2989
www.ecs-solutions.com



4515 S High School Rd
Indianapolis, IN 46241
(800) 735-2989
www.ecs-solutions.com

Camera Name	IP Address	Type	Model	Firmware	Format	ONVIF
UL Stairs	10.50.0.46	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Sup 1 Hall	10.50.0.47	HikVision	NC312-TD	150629	H.264	RTSP
Sup 1 Gallery View	10.50.0.48	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
LL Holding 1	10.50.0.49	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
LL Holding 2	10.50.0.50	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
LL Holding 3	10.50.0.51	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
LL Holding Area	10.50.0.52	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Sally Port Interior 143	10.50.0.54	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
LL 143	10.50.0.55	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
Courtroom 4	10.50.0.56	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
111 Elevator	10.50.0.57	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
311 Elevator	10.50.0.58	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
SUP 1	10.50.0.59	Interlogix	TVD-5301	V3.0 FP8	H.264	G/S
COURT 4	10.50.0.60	Interlogix	TVD-5301	V3.0 FP8	H.264	G/S
SUP 2	10.50.0.61	Interlogix	TVD-5301	V3.0 FP8	H.264	G/S
CIRCUIT	10.50.0.62	Interlogix	TVD-5301	V3.0 FP8	H.264	G/S
UL Secure Hall South	10.50.0.63	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Sally Port 105	10.50.0.64	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Upper Level South Holding	10.50.0.65	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
Upper Level Secure Hall South	10.50.0.66	HikVision	HNC312-TD	V5.4.3 Build build	H.264	RTSP
Upper Level Secure Hall North	10.50.0.67	HikVision	DS-2CD2112F-I	160908	H.264	G/S
UL Office	10.50.0.68	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Maintenance	10.50.0.69	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
Court 4 Hallway	10.50.0.70	HikVision	DS-2CD2112F-I	V5.3.0 Build build	H.264	G/S
LL South Employee Exit	10.50.0.71	HikVision	DS-2CD2112F-I	V5.3.0 Build build	H.264	G/S
LL Attorney Conference Hallway	10.50.0.72	HikVision	DS-2CD2112F-I	V5.3.0 Build build	H.264	G/S
Upper Level North Holding	10.50.0.73	HikVision	NC312-TD	V5.3.0 Build build	H.264	RTSP
ML Secure Elevator	10.50.0.74	HikVision	DS-2CD2112F-I	V5.3.0 Build build	H.264	G/S
Inmate Elevator	10.50.0.75	HikVision	6701HWI	V1.2.5 Build 150522	H.264	RTSP



4515 S High School Rd
Indianapolis, IN 46241
(800) 735-2989
www.ecs-solutions.com