

AGENDA

Wednesday, May 28, 2025 8:20 AM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING

MONDAY, JUNE 23, 2025

8 AM

1580 Constitution Row - Room E109

Crawfordsville, IN 47933

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & Payroll

Minutes: June 9, 2025

NEW BUSINESS

Memorandum of Understanding Between City of Crawfordsville and Montgomery County Regarding Economic Development

Contractor Agreement for Owner-Occupied Rehabilitation Services EC Smith & Sons

Addendum to Agreement for Owner-Occupied Rehabilitation Services & Program Update

ORDINANCES

Introduction Ordinance 2025-18 Juvenile Incentives and Treatment Grant - \$3,970

RESOLUTION

Resolution 2025-12 Declaration of Surplus Captain Hughes Service Revolver

Resolution 2025-13 State of Indiana Deferred Compensation Plan Resolution and Adoption Agreement for a Participating Local Political Subdivision

OTHER BUSINESS

ADJOURNMENT

****Next Commissioner Meeting - Monday, July 14, 2025 @ 8:00 am****

Agenda Memo

Friday, June 13, 2025 11:13 AM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, JUNE 23, 2025
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP \$ & Payroll \$
Minutes: June 9, 2025

NEW BUSINESS

Memorandum of Understanding Between City of Crawfordsville and Montgomery County Regarding Economic Development

The County has worked with the City to develop a new memorandum of understanding (MOU) for economic development efforts in the County.

The MOU states that the City will take the lead on economic development efforts for project responses, marketing and business retention visits. The agreement also establishes a regular monthly meeting of the City and the County to discuss economic development.

Owner-Occupied Rehabilitation:

Contract for Services EC Smith & Sons & Addendum to Agreement

Commissioners awarded the bid for roof replacement for two properties - \$7,500 and \$10,200 711 S. Grant & 805 E. Chestnut Streets to EC Smith & Sons

Progress Update

From Kristine Krueger - Thrive West Central

"I am pleased to provide a progress update on the Montgomery County Owner-Occupied Rehabilitation (OOR) Program.

APPLICATIONS:

- 36 received, one voluntarily withdrew (35 active)*
- 25 approved*
- 8 are awaiting documentation to proceed, and two we are having difficulty contacting*

TARGET GROUPS:

- *6 identified as disabled (22%)*
- *7 identified as single parent (26%)*
- *4 identified as veteran (15%)*
- ***74% identified as aging (20)***

LOCATION – of the 10 unincorporated towns

- *2 from Darling & Ladoga*
- *1 from Alamo, Linden, New Market, New Richmond, New Ross, Waveland, Waynetown, and Wingate*
- *None from New Ross*

We have sent additional program flyers to elected officials and local groups/agencies

REHAB NEEDS:

- *78% - 25 units with roof needs – 16 roof plus other needs*
- *9 Water Heater – 8 heater plus other needs*
- *8 HVAC – 5 HVAC plus other needs*
- *9 ADA – 8 with other needs*
- *5 Heating – 4 heating plus other needs*
- *2 Cooling – 1 plus other needs*

INSPECTIONS/BIDS:

- *8 Inspections completed as of 6/16/25*
- *8 units recently completed inspection and/or testing*
- *5 units in the process of scheduling*
- *Anticipate the next bid (could be 13 units) to be released mid-June*

REQUEST FOR BIDS:

Moving forward, I'd like to establish a rotating schedule to move units through the bidding and contracting process more efficiently. If the Commissioners are in agreement, I propose aligning bid request deadlines with your meeting dates to streamline approvals.

For example, if this topic is discussed and approved at your June 23rd meeting, the proposed timeline would be as follows:

- ***June 23*** – Release of Request for Bids (RFB)
- ***July 14*** – Bid deadline

This would give us sufficient time to notify contractors, coordinate site visits during the first or second week of July, and address any questions that arise.

The next set of RFBs would follow a similar pattern:

- ***July 7*** – Release
- ***July 28*** – Deadline

This structured approach will help keep the project moving on a consistent and predictable timeline.

If agreeable, I would like to request bids on June 23rd for the following units:

39 Center

3403 Parliament

600 E South

1808 E Wabash

2350 S State Rd 47

405 E Chestnut

And rebid portions of previously bid 805 E Chestnut and 711 S Green"

ORDINANCES

Introduction Ordinance 2025-18 Juvenile Incentives and Treatment Grant - \$3,970

Montgomery County Probation Department has been awarded a grant on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation in the amount of \$3,970 to be used for treatment and incentives for juveniles.

RESOLUTION

Resolution 2025-12 Declaration of Surplus Captain Jeremy Hughes Service Revolver

Captain Jeremy Hughes is retiring from the Montgomery County Sheriff's Department in July of 2025 after 29 years of service and Sheriff Ryan Needham is requested that Captain Hughes be awarded his service revolver upon his retirement. The resolution declares the service revolver as surplus equipment.

Resolution 2025-13 State of Indiana Deferred Compensation Plan Resolution and Adoption Agreement for a Participating Local Political Subdivision

County is amending the agreement with the State for the 457B deferred compensation plan to allow for County contributions to elected officials' 457 B accounts under special circumstances. Agreement also provides that all employees are eligible to participate in the 457 B plan through employee contributions.

OTHER BUSINESS

ADJOURNMENT

****Next Commissioner Meeting - Monday, July 14, 2025 @ 8:00 am****

Minutes: June 9, 2025

Tuesday, June 10, 2025 2:25 PM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, JUNE 9, 2025

The Montgomery County Commissioners met in regular session on Monday, June 9, 2025 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows: Board President Commissioner Dan Guard; Commissioner Jim Fulwider and Commissioner Jake Bohlander.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Chief Deputy Auditor Jennifer Andel; Mapping Director Mike Davis; Central Communications Director Sherri Hill; Assessor Sherri Bentley; EMA Director Jessica Burget; Highway Director Jake Lough; Treasurer Heather Laffoon; Assistant County Attorney Tyler Nichols and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Commissioner Guard led the pledge of allegiance and the prayer.

CONSENT AGENDA

Approval of Claims: AP \$4,612,279.75 & 5/30 Payroll \$554,280.82

Minutes: May 27, 2025

INDOT ULD SR32 - \$5,396.30

Unofficial Local Detour Agreement with the Indiana Department of Transportation reimbursement not to exceed \$5,396.30 for the restoration of the unofficial local detour route to its pre-designation condition during the SR32 Project.

Commissioner Fulwider moved to approve the Consent Agenda. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.

NEW BUSINESS

Award Bids for Owner-Occupied Grant Program

From Kristine Krueger from Thrive West Central recommend (E.C. Smith and Sons) be awarded the bid for roof replacement for two properties - \$7,500 and \$10,200 711 S. Grant & 805 E. Chestnut Streets. *Commissioner Fulwider moved to approve the award to E.C. Smith and Sons. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

2026 Proposed Opioid Settlement Grant Award

Drug Free Montgomery County Coordinator Diamond Justus presented the Proposed 2026 Opioid Settlement Grant Award to the Commissioners. Mrs. Justus stated, on November 28, 2022, the Montgomery County Commissioners authorized the Drug Free Montgomery County Leadership Team to proceed with developing a plan on behalf of the County for the use of funds from the Opioid Settlement and on June 10, 2024, the Montgomery County Commissioners approved the 2025 Opioid Settlement Plan as presented by the Drug Free Montgomery County Leadership Team. The plan included utilizing \$31,000 for the newly created Drug Free Montgomery County Coordinator position and \$191,608.47 for grant awards to local organizations that are actively working to address substance use issues in Montgomery County. The Drug Free Montgomery County Leadership Team believes the 2025 process has been effective and recommends a continuation of the established plan regarding the Opioid Settlement Funds for 2026. The grant funds awarded for 2026 will include restricted funds (local Fund #1237) received (receipted in LOW) from July 1, 2024-June 1, 2025. The unrestricted funds (local Fund #1238), which includes 2024 carry over (\$37,858.31) and funds received from July 1, 2024-June 1, 2025, will be utilized for grant match and \$57,007.86 for continued support of the Drug Free Montgomery County Coordinator position. *Commissioner Fulwider moved to approve the 2026 Opioid Settlement Grant Award for discussion. Seconded by Commissioner Bohlander.* Commissioner Fulwider questioned why the coordinator's salary is going to be paid entirely from the Opioid Settlement Funds. Mrs. Justus stated due to the recent funding cuts experienced by the Health Department, they will no longer be able to support the Coordinator position through their funds in 2026. *Motion carried 3-0 votes in favor.*

ORDINANCES

Second Reading Ordinance 2025-16 2026 Women's Legacy Grant Fund -

The Montgomery County Family Recovery Court has been awarded a grant on behalf of the 2026 Women's Legacy Fund of the Montgomery County Community Foundation in the amount of \$2,500 to be used for incentives for participants of Family Recovery Court. *Commissioner Bohlander moved to approve Ordinance 2025-16. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

Second Reading Ordinance 2025-17 ROW Permit Fee for Boring and Private Dust Control Application

Amendment 1: Additional Types of Work Requiring a Right of Way Permit. Boring under a road maintained by Montgomery County. Private application of dust control on a road maintained by Montgomery County. **Amendment 2:** Additional Right of Way Fees. Boring under a road maintained by Montgomery County: \$100 per permit. A \$5,000 bond is required per permit for this type of work. Private application of dust control on a road maintained by Montgomery County: \$20 per

permit. *Commissioner Fulwider moved to approve Ordinance 2025-17. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

OTHER BUSINESS

Recognize Probation Officers Lindsey Villalpando and Brenda Payne

Probation Officer Brenda Payne and Probation Officer Lindsey Villalpando of the Montgomery County Probation Department have been honored with the 2025 **United States Attorney Award for Project Safe Childhood Shield of Innocence**, in recognition of their exceptional service, vigilance, and dedication to protecting vulnerable populations. Commissioner presented a Certificate of Appreciation to Lindsey Villalpando and Brenda Payne.

ADJOURNMENT

There being no further business before the Board, meeting adjourned @ 8:15 am. Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, June 23, 2025 @ 8:09 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

Dan Guard, President

Attest:

Mindy Byers, Auditor

Memorandum of Understanding Between City of Crawfordsville and Montgomery County Regarding Economic Development

Friday, June 13, 2025 10:55 AM

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CRAWFORDSVILLE AND MONTGOMERY COUNTY
REGARDING ECONOMIC DEVELOPMENT**

This Memorandum of Understanding seeks to memorialize the intention of the City of Crawfordsville (the City) and Montgomery County (the County) to provide for collaboration on matters related to economic development within the City and County.

Background

- The City and the County have collaborated previously in specific projects for the purpose of bringing economic development to the City and County;
- The City and the County believe that these specific collaborations have benefitted the citizens of the City and County and believe that a framework for ongoing general collaboration is necessary to fully realize the maximum economic development benefits available;
- The City and County intend to use this memorandum to identify areas of agreement and matters which are in need of further discussion regarding general economic development.

Recitation of Preliminary Understandings

1. **Economic Development.** The County and City agree that for the purposes of this memorandum of understanding that the term “economic development” should be interpreted broadly to include matters such as marketing, infrastructure planning, business retention, residential development and growth, grant applications, and responding to project interests through the State portal or otherwise.
2. **Regular Meetings.** The parties will schedule a regular monthly meeting to be attended by the Mayor or his delegee, the Commissioners, and the County Administrator. Either party may involve additional staff in these meetings as deemed necessary.
3. **Marketing.** The City will take the lead for marketing related to economic development with input from the County.
4. **Business Retention Visits.** The City has implemented a policy and plan to visit with businesses within the City and will expand those visits to businesses within the County; the goal of these visits is to ensure retention of employers and to foster potential growth and development within those companies. The City will notify the County one week prior to a business retention visit to a business outside of the City limits and allow the County Administrator to attend the visit; if the County Administrator does not attend the visit then the City will provide a written report to the County following the visit.
5. **Response to State-Portal Projects or Other Development Inquiries.** The parties agree to discuss desired parameters for economic development projects. The City will take the lead on economic development project interest responses and the County agrees to provide the City with written guidance on its desired parameters for

favorable projects. If the City receives a state-portal project inquiry that the City believes meets the desired parameters it will notify the County and the County will notify the City if it wishes to respond or not. If either party receives an economic development inquiry outside of the state-portal it will notify the other within one business day of the inquiry. The goal of the parties is to develop and align their interests for preferred economic development based on a set of parameters that meet the philosophies and policies for economic development and growth. All notifications under this section shall be directed to City Economic Development Director on behalf of City, and County Administrator on behalf of the County.

6. **Infrastructure Planning.** The parties agree to work together to identify and develop plans for infrastructure installation that will promote economic development.
7. **READI 2.0.** The parties agree that the County Administrator will remain on the READI 2.0 board and be the County's representative for LEDO.
8. **Agreement Contacts/Notifications.** The City's primary contact and all notifications related to the agreement will go to the Mayor. The County's primary contact and all notifications related to the agreement will go to the County Administrator.
9. **Nonbinding Memorandum.** The purpose of this memorandum is to assist the parties in the identification of issues, areas of agreement and disagreement, and a structure within which to assist each other in economic development, and if the parties so desire, to later enter into an interlocal cooperation agreement. This Memorandum is not an agreement between the parties, is not binding upon them, and it neither creates enforceable rights for the benefit of the parties nor imposes obligations upon them. This memorandum merely recites the parties' intentions to explore the possibility of an agreement.

City of Crawfordsville, Indiana

Date: _____ By: _____
Todd D. Barton, Mayor

Attest:

Karyn Douglas, Clerk-Treasurer

Board of Commissioners of Montgomery
County, Indiana

Date _____ By: _____
Dan Guard, President

Attest:

Mindy Byers, Auditor

Contractor Agreement for Owner-Occupied Rehabilitation Services EC Smith & Sons

Friday, June 13, 2025 10:45 AM

Printout

Friday, June 13, 2025 10:46 AM

CONTRACTOR AGREEMENT FOR OWNER-OCCUPIED REHABILITATION SERVICES

This Agreement is made effective as of the date of the last signature below, by and between E C Smith and Son, hereinafter referred to as the “CONTRACTOR,” and the Montgomery County Commissioners, hereinafter referred to as the “COUNTY.”

RECITALS

WHEREAS, the COUNTY has received funding from the Indiana Office of Community and Rural Affairs (OCRA) to implement a county-wide owner-occupied rehabilitation program (the “Program”);

WHEREAS, the COUNTY has retained Thrive West Central (“Thrive”) to administer the Program;

WHEREAS, the Program provides eligible Montgomery County homeowners with selected rehabilitation services;

WHEREAS, the CONTRACTOR has the necessary qualifications and experience to perform said services;

WHEREAS, the COUNTY wishes to engage the CONTRACTOR to perform rehabilitation work for Program-eligible clients;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SECTION I – PROGRAM REQUIREMENTS

By entering into this Agreement, the CONTRACTOR acknowledges and agrees to the following:

- The Program is funded by OCRA and regulated by state statutes, applicable laws, and procedures.
- Rehabilitation costs are capped, non-negotiable and strictly enforced.
- Only contractors registered with the Program may be hired.
- Work assignments are not guaranteed.
- The CONTRACTOR must obtain and maintain all required permits, licenses, and approvals.
- Work is limited strictly to the scope outlined for each assigned unit.

- All work is subject to inspection by the Program Inspector or a designated representative.
- Payment is contingent upon successful inspection and approval.
- All work must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and Executive Order 11246, as amended.

SECTION II – SCOPE OF SERVICES

The CONTRACTOR agrees to perform construction and rehabilitation services as specified in the scope of work for each assigned unit (attached hereto).

Addendum: For multiple unit assignments, an addendum to this Agreement will be executed, detailing each property's location and scope. The addendum supplements, but *does not replace*, the terms of this Agreement. The CONTRACTOR remains subject to all obligations herein.

CONTRACTOR Responsibilities:

- Obtain and maintain all required permits and licenses.
- Maintain adequate liability and property insurance coverage.
- Submit accurate, competitive cost estimates based on the Program specifications and the Inspector's scope of work.
- Provide before-and-after photographs for each property.
- Complete all work within the approved budget and timeframe.
- Provide a one-year warranty on all labor and materials.
- Correct any deficiencies identified during inspection at no additional cost.
- Submit invoices only after passing the final inspection.

SECTION III – THRIVE RESPONSIBILITIES

Thrive West Central shall serve as liaison between the COUNTY, CONTRACTOR, Program Inspector, and OCRA.

Designated Representative:

Kristine Krueger, Projects Administrator

Phone: 812-238-1561 ext. 259

Thrive shall:

- Maintain the CONTRACTOR's information on the Program Call List.
- Provide required contractor information to the COUNTY and OCRA.
- Coordinate with the Program Inspector to:

- Notify the CONTRACTOR of work opportunities and issue Notices to Proceed.
- Serve as liaison between the CONTRACTOR and homeowners.
- Coordinate inspections and assist in resolving deficiencies.
- Process invoices for payment after successful inspections.

SECTION IV – TERM

This Agreement shall commence upon the date of final signature and shall remain in effect through April 30, 2026, or until Program funds are exhausted, whichever occurs first.

SECTION V – COMPENSATION

The COUNTY agrees to remit payment within thirty (30) days of successful inspection and receipt of all required documentation.

SECTION VI – GENERAL PROVISIONS

A. Changes in Scope of Work

All changes must be made via a written, signed amendment.

The CONTRACTOR must notify the Program Inspector of any scope change needs and obtain written approval before proceeding.

B. Assignment

This Agreement may not be assigned without prior written approval by the COUNTY.

C. Waiver and Modifications

Any waiver or modification must be in writing and signed by both parties.

D. Employment Eligibility Verification

The CONTRACTOR affirms compliance with applicable employment eligibility verification laws and agrees not to hire unauthorized workers.

E. Indemnification

The CONTRACTOR shall indemnify and hold harmless the COUNTY against claims arising from the CONTRACTOR's negligent actions.

The COUNTY agrees to indemnify the CONTRACTOR against claims arising from the COUNTY's negligence.

F. Independent Contractor

The parties acknowledge that the CONTRACTOR is an independent contractor, not an employee or partner of the COUNTY.

G. Termination

Either party may terminate this Agreement with thirty (30) days' written notice. The CONTRACTOR shall be compensated for work completed through the termination date.

H. Notices

All notices must be in writing and delivered by one of the following methods: (a) personal delivery, (b) certified mail, or (c) overnight delivery service with proof of receipt, to the addresses below:

To the CONTRACTOR:
Robert Smith
EC Smith and Son
1285 W County Road 125 S
Greencastle, IN 46135

To the COUNTY:
Tom Klein
County Administrator
1580 Constitution Row, Suite E
Crawfordsville, IN, 47933

SECTION VII – FEDERAL AND STATE PROVISIONS

The CONTRACTOR agrees to comply with all applicable federal and state third-party provisions, which are attached and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

CONTRACTOR

MONTGOMERY COUNTY

Signature

Signature

(Print or type name and title)

Dan Guard, Board of Commissioners, President
(Print or type name and title)

Date: _____

Date: _____

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Veteran Owned Small Business Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that veteran owned business as defined in IC 5-22-14-3.5 or under 38 CFR 74 have the maximum opportunity to participate in the performance of contracts and subcontracts finances in whole or in part with Federal funds provided under this agreement. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 3% goal for participation in the proceeds of this contract.

4. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive

possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

D. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

7. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

8. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

9. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

10. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

12. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for

specific time periods).

13. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

14. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

15. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

16. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

17. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

18. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

19. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

20. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

21. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

22. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

23. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

24. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to

the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

25. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

26. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

27. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

28. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

29. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

30. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

31. Build America Buy America Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 1700 I), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Addendum to Agreement for Owner-Occupied Rehabilitation Services

Friday, June 13, 2025 10:57 AM

**ADDENDUM TO AGREEMENT FOR
OWNER-OCCUPIED REHABILITATION SERVICES**

This Addendum is made and entered into as of June 23, 2025, by and between EC Smith and Sons (hereinafter referred to as the "Contractor") and Montgomery County (hereinafter referred to as the "County").

RECITALS

WHEREAS, the parties previously entered into an Agreement for Owner-Occupied Rehabilitation Services dated June 23, 2025, which outlines the general responsibilities and requirements of the Contractor under the Montgomery County Owner-Occupied Rehabilitation Program;

WHEREAS, the parties wish to supplement that Agreement to define the specific scope of services to be provided by the Contractor for the property located at **805 E Chestnut**, Crawfordsville, IN.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original Agreement, the parties agree as follows:

1. Scope of Work

Beginning no later than July 1, 2025, the Contractor shall perform the following services at the specified property:

- Roof replacement

All work shall be completed by July 8, 2025, in accordance with the scope and pricing outlined in the Contractor's submitted quote, which is attached and incorporated herein by reference.

If an extension is necessary, the Contractor must submit a written request to the County at least thirty (30) days prior to the original completion deadline. Upon approval, a formal addendum will be executed between the Contractor and the County.

2. Continuation of Agreement Terms

All terms, conditions, responsibilities, and requirements set forth in the original Agreement dated June 23, 2025 remain in full force and effect and shall apply to the services described in this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below:

CONTRACTOR

Signature: _____
Robert Smith, Owner

Date: _____

MONTGOMERY COUNTY

Signature: _____
Dan Guard, Board of Commissioners, President

Date: _____

Introduction Ordinance 2025-18 Juvenile Incentives and Treatment Grant - \$3,970

Friday, June 13, 2025 10:13 AM

Montgomery County Board of Commissioners

Ordinance 2025-18

AN ORDINANCE CREATING THE JUVENILE INCENTIVES & TREATMENT GRANT FUND

Whereas, the Montgomery County Probation Department has been awarded a grant on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation in the amount of \$3,970 to be used for treatment and incentives for juveniles; and

Whereas, the use of funds from the grant award may be used by the Montgomery County Probation Department consistent with the terms and conditions of the grant award and grant agreement; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the Juvenile Incentives and Treatment Grant Fund, should be created in order to receive the funds from the Montgomery County Community Foundation and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.____ of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

“§ 35.____ Juvenile Incentives and Treatment Grant Fund

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the Juvenile Incentives and Treatment Grant Fund. The fund shall consist of monies received on behalf of the Heather Barajas Fund and the Max Tannenbaum Trust Fund of the Montgomery County Community Foundation.

(B) *Use of Funds.* All money in the Fund will be used by Montgomery County Probation Department from the Montgomery County Community Foundation for support of the Juvenile Incentives and Treatment Grant Fund and will provide funding specifically \$3,970 to be used for treatment and incentives for juveniles, specifically \$1,970 for PRIme for Life Training, \$680 for Moral Reconation Therapy (MRT) Training, and \$1,500 for Juvenile Incentives as provided for in the grant award, in a form and manner consistent with the award.

(C) *Non-Reverting Fund.* This is a Non-Reverting Fund.”

It is further ordained that this ordinance shall be effective upon adoption.

It is further ordained that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this ____ day of July, 2025.

Montgomery County Board of
Commissioners:

Dan Guard, President

Jim Fulwider, Vice President

Jake Bohlander, Member

Attest:

Mindy Byers, Auditor

Resolution 2025-12 Declaration of Surplus Captain Hughes Service Revolver

Friday, June 13, 2025 10:13 AM

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS
RESOLUTION 2025-12**

A Resolution Declaring Surplus

WHEREAS, Montgomery County Sheriff Ryan Needham is requesting that Captain Jeremy Hughes service revolver be declared surplus;

AND WHEREAS, Captain Jeremy Hughes is retiring from the Montgomery County Sheriff's Department after a 29 years of outstanding service;

AND WHEREAS, Montgomery County Sheriff Ryan Needham is requesting that Captain Jeremy Hughes' service revolver be awarded to him upon his retirement;

AND WHEREAS, the Board of Commissioners have determined to Award Captain Jeremy Hughes' service revolver to him in honor of his retirement;

IT IS THEREFORE RESOLVED that the property listed in Exhibit A, is hereby declared surplus.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioner this 23rd day of June, 2025.

Montgomery County Board of Commissioners

Dan Guard, President

Jim Fulwider, Vice President

Jake Bohlander, Member

Attest:

Mindy Byers, Auditor

Exhibit A

Service revolver assigned to Captain Jeremy Hughes by the Montgomery County Sheriff's Department.

Resolution 2025-13 State of Indiana Deferred Compensation Plan Resolution and Adoption Agreement for a Participating Local Political Subdivision

Monday, June 16, 2025 9:26 AM



**THE STATE OF INDIANA DEFERRED
COMPENSATION PLAN
RESOLUTION AND ADOPTION AGREEMENT
FOR A PARTICIPATING
LOCAL POLITICAL SUBDIVISION**

ADMINISTRATOR
Indiana State Comptroller
State House, Room 240
Indianapolis, Indiana 46204



MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2025-13

WHEREAS, the **C o u n t y o f M o n t g o m e r y**, Indiana, (hereinafter referred to as the “Participating Employer”) has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employee contributions;

WHEREAS, the Participating Employer has reviewed the State of Indiana Deferred Compensation Plan (“Plan”);

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan; WHEREAS, the **Board of County Commissioners** (“Governing Body”) is authorized by law, IC 5-10-1.1-7.3, to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Body of the Participating Employer hereby resolves:

A. The Participating Employer adopts the Plan and the Trust Agreement (“Trust”) for the Plan for its Employees.

B. The Participating Employer acknowledges that the Deferred Compensation Committee (“Trustees”) are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

C. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

D. The Participating Employer hereby authorizes the State Comptroller of Indiana (“Administrator”), in conjunction with the Deferred Compensation Committee (“Trustees”), to amend the Plan on its behalf as provided under Section 18.01 of the Plan.

The Trustees and the Administrator will maintain or have maintained on their behalf a record of the Participating Employers, and the Trustees and the Administrator will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments.

E.

a. The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

b. The Participating Employer accepts the administrative services to be provided by the Administrator of the Plan and any services provided by a Service Manager (as defined in the Plan) as delegated by the Administrator or Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees will be charged to the Participants' Accounts, and not to the Participating Employer.

F.

a. The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

b. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

G. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan. Only the assets attributable to a particular Participating Employer and its Employees are available to pay benefits to those Employees and their Beneficiaries.

H. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Trustees may

also refuse to approve an Adoption Agreement that is ambiguous or that does not comply with the requirements of the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

I. This Adoption Agreement may be used only in conjunction with the Plan. Failure to properly complete this Adoption Agreement may result in the failure of the Plan to qualify.

Adopted by the Governing Body on June 23, 2025, in accordance with applicable law.

By: _____
Dan Guard, President
Montgomery County Board of
Commissioners

Attest: _____

Mindy Byers, Auditor

Date: _____

[Governing Body should assure that applicable law is followed in the adoption and execution of this resolution.]

THE STATE OF INDIANA PUBLIC EMPLOYEE DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Indiana State Comptroller State
House, Room 240 Indianapolis,
Indiana 46204
Telephone: 317-232-3300
Facsimile: 317-232-6097

PARTICIPATING EMPLOYER

Name: **Montgomery County, Indiana**

GOVERNING BODY

Name: **Board of County Commissioners**

Address: **1580 Constitution Row, Crawfordsville, IN 47933**

Phone: **764-361-2623**

E-mail: **commissioners@montgomerycounty.in.gov**

Persons Authorized to receive Official Notices from
the Plan or Administrator and to access account and

Plan information: **Nicole Ratcliff, Mindy Byers, Tom Klein**

DISCLOSURE OF OTHER 457(b) PLANS

The Participating Employer ☒ does or ☐ does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans, the Governing Body must provide the plan name and the name of the provider below, and other such relevant information requested by the Administrator. If the Participating Employer establishes another deferred compensation plan in the future, it must promptly provide the information below regarding the new plan to the Administrator.

Plan Name(s) **Hoosier Start 401 A Plan**

Provider(s) **Nationwide**

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 4.01), the age 50 catch-up (Section 4.02), and the special 457 catch-up limit (Section 4.03)) (carefully review Article IV of the Master Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.13 and 4.03 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).
- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 4.07 of the Master Plan for these rules). (This means that the Participating Employer will have to tell the Administrator if excess deferrals need to be distributed from this Plan.)
- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XIII of the Master Plan for these rules).

Section I. Types of Contributions Allowed. A Participating Employer may permit eligible employees to defer a portion of their compensation to the Plan. A Participating Employer may, but is not required to, allow eligible employees to designate that their elective deferrals to the Plan are to be made as Roth contributions. Roth contributions are deducted from an employee's paycheck on an **after-tax** basis; therefore, an employer's payroll system must be able to accommodate this deduction type. Eligible employees are not allowed to split contributions with respect to a pay period between pre-tax deferrals and Roth contributions.

A Participating Employer is permitted, but is not required, to make contributions to the Plan on behalf of Participating Employees. Employer contributions shall be processed as payroll deferrals, shall apply toward the maximum deferral limits in the taxable year that they are made and must comply with any procedure established by the Administrator, including the submission of data and funds electronically.

Employee Contributions:

☒ Pre-Tax Contributions or Roth Contributions

☒ Employer Contributions

Section II. Eligibility Requirements. Only Employees as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees are eligible to participate in the Plan:

A. Employee Contributions

☒ All Employees.

The Employer wishes to allow its independent contractors to participate in this Plan:

☒ No

Employers electing this option must ensure that proper procedures are in place to make deferrals for independent contractors.

B. Employer Contributions (complete only if applicable)

X **Employer contribution only for special circumstances related to elected officials.**

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Employee.

Section III. Payroll Period. The payroll period of the Participating Employer is:

X Bi weekly.

Deferrals for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Participation Agreement before the beginning of such month.

Section IV. Amount of Employer Contributions (complete only if applicable). Do not include any contributions that will be made to the State of Indiana Deferred Compensation Matching Plan.

X Employer contributions will be made to this Plan on behalf of all Employees who choose to participate in the Plan according to the following formula: (must specify contribution calculation):

NOTE: Employer contributions will only be made for elected officials under special circumstances as determined by the County. The contribution may be a fixed amount. All other employees will not have a contribution made on their behalf by the employer.

Section V. Modification of the Terms of the Adoption Agreement. If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Body by official action must adopt an amendment of the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the Trustees for approval. The amendment of the Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

Section VI. Termination of the Adoption Agreement. This Adoption Agreement may be terminated only in accordance with the Plan.

Section VII. Effective Date. This 457(b) Plan will be effective J u n e 23 ,2025 for this Employer.

EXECUTION BY EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the 23rd day of June, 2025.

Signed: _____

Printed Name: Dan Guard

Title: President, Montgomery County Board of Commissioners

Date of Signature: _____

ADMINISTRATOR'S APPROVAL

The Adoption Agreement is approved by the Administrator of the State of Indiana Public Employee Deferred Compensation. Contributions shall first be remitted as follows:

☐ within 15 business days after the first Payroll Period following _____, 20__.

☐ other (must specify) _____

Dated: _____

By: _____

Title: _____ State
Comptroller, Administrator of the Plan