



# MONROE COUNTY COMMISSIONERS

Julie Thomas, President  
Penny Githens, Vice President  
Lee Jones

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

## COMMISSIONERS' HYBRID MEETING AGENDA

Wednesday, June 29, 2022 at 10:00 am

Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

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

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

**1. CALL TO ORDER BY COMMISSIONER THOMAS**

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**2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS**

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**3. DEPARTMENT UPDATES**

Health – Penny Caudill

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

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**5. APPROVAL OF MINUTES**

June 22, 2022

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**6. APPROVAL OF CLAIMS DOCKET**

Accounts Payable – June 29, 2022

Payroll – July 1, 2022

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**7. REPORTS**  
Clerk – May 2022

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**8. NEW BUSINESS**

**A. RATIFICATION OF 2022-23 JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) GRANT CONTRACT.**

**11**

**Fund Name(s):** JDAI Coordination and JDAI Programming

**Fund Number(s):** 9122 and 9123

**Amount:** \$15,000 (Fund 9122) and \$55,000 (Fund 9123)

**Presenter:** Christine McAfee

The Monroe Circuit Court received grant funding to implement the Juvenile Detention Alternatives Initiative (JDAI) in Monroe County for the 2022-2023 grant year. This request is to ratify grant contract #63088.

The Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative is a bipartisan movement for juvenile justice reinvestment. The initiative involves the reallocation of government resources away from mass incarceration and toward investment in youth, families, and communities. For over 20 years, the Annie E. Casey Foundation's Juvenile Detention Alternatives Initiative (JDAI) has proven that the juvenile justice system's dual goals of promoting positive youth development and enhancing public safety are not in conflict and can be greatly strengthened by eliminating unnecessary or inappropriate confinement.

As a JDAI site, the Monroe Circuit Court continues to pursue JDAI's eight core strategies to accomplish this objective. This appropriation request is to support the coordination and implementation of creating alternatives to securely detaining youth using 100% grant funding from the Indiana Department of Correction.

Funding for Coordination incorporates support for our committees including training, meals, supplies, and software licenses.

Funding for programming incorporates funds to continue our contractual relationships with the Center for Children's Law and Policy (provides guidance on juvenile diversion), Laura Furr Consulting (provides guidance on involving people with lived experience into the policy making process), Hope Alight (provides training on Trust Based Relational Intervention), and Child Advocates (provides training on Interrupting Racism for Children). Funding will also support new partnerships to increase mentoring opportunities, our virtual book club, accessibility services for the Monroe County Childhood Conditions Summit, training, and supervision incentives.

**B. "PAINTING NATURE" PROGRAM SERVICE AGREEMENT**

**31**

**Fund Name:** Non-Reverting Contractual

**Fund Number:** 1179

**Amount:** \$290

**Presenter:** John Robertson

On June 15, 2022, the Parks Board approved a Service Agreement with Sarah Ericson to provide two "Painting Nature" programs. The programs will consist of a 30-minute environmental education activity,

followed by a 1.5-hour painting activity. MCPR staff will assist with the program in leading the environmental education activity.

**C. ORDINANCE 2022-19; FIREARMS IN COUNTY BUILDINGS**

**35**

**Presenter:** Molly Turner King

This ordinance is to amend "Chapter 263: Firearms in County Buildings" by adding two (2) locations identified as locations that will be used as courtrooms. This amendment would make the prohibition of firearms applicable to these areas pursuant to Chapter 263 of the Monroe County code. The amended language of the ordinance also corrects some typographical errors in 263-4 and 263-6.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



# MONROE COUNTY COMMISSIONERS

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Lee Jones

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

## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, June 22, 2022 at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

### Members

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

### Staff

Angie Purdie, Commissioners' Administrator – Present, **In Person**  
Jeff Cockerill, Legal Counsel – **Not Present**

1. **CALL TO ORDER BY COMMISSIONER THOMAS 10:06 am**

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:06 am**

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3. **AGENDA AMENDMENT 10:07 am**

Thomas made motion to amend agenda by the addition of item "F". Githens seconded.  
Thomas called for a Voice Vote on agenda amendment  
Motion carried 3-0, Unanimous.

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4. **DEPARTMENT UPDATES 10:07 am**

Health – Penny Caudill

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5. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:14 am**

Christopher Emge – Bloomington Chamber of Commerce

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**6. APPROVAL OF MINUTES 10:17 am**

June 8, 2022

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

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**7. APPROVAL OF CLAIMS DOCKET 10:17 am**

Payroll – June 17, 2022

Accounts Payable – June 22, 2022

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

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**8. REPORTS 10:19 am**

Treasurer - May 2022

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**9. NEW BUSINESS**

**A. CHANGE ORDER #1 WITH FOX CONSTRUCTION 10:20 am**

**Fund Name:** 2018 GO Bond

**Fund Number:** 4811

**Amount:** \$1,408.05

**Presenter:** Lisa Ridge

The change order is for the Highway garage remodel project. There is a space that is changing to a trash/recycle bin with a track in the conference room. There was not the need for the small dorm size refrigerator that was originally planned for this location. This change order cost will be used within the contingency amount that was factored into the original agreement; therefore, there will be no cost increase for the overall project cost.

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

**B. SOFTCHOICE - ADOBE ACROBAT PRO DC ENTERPRISE LEVEL LICENSING 10:21 am**

**Fund Name:** Cumulative Capital

**Fund Number:** 1138-30041

**Amount:** ~~\$44,265.90~~ **\$41,370.00**

**Presenter:** Eric Evans

This agreement is with Softchoice regarding updating the licensing on Adobe Acrobat Pro DC. This vendor provides annual Microsoft licensing for Monroe County Government.

Githens made motion to approve. Jones seconded.

Mr. Evans stated the original quote included tax; therefore, the correct amount should be \$41,370.00.

Thomas made motion to amend original motion changing amount to \$41,370.00. Githens seconded.

No Public comment on amendment.

Thomas called for a Voice Vote on the amendment.

Motion carried 3-0, Unanimous.

No Public comment on amended item.

Thomas called for Voice Vote on amended motion.

Motion carried 3-0, Unanimous.

**C. LIMESTONE NOMAD SERVICE AGREEMENT 10:26 am**

**Fund Name:** Parks Non-Reverting, Contractual

**Fund Number:** 1179-30006-0000

**Amount:** \$150

**Presenter:** Kelli Witmer

On June 15, 2022, the Parks Board approved a Service Agreement with Limestone Nomad, a local Bluegrass band, to provide a musical performance during Senior Day at the Monroe County Fair. Monroe County Parks and Recreation Senior Day event is on June 28, 2022 from 12pm - 2:30 PM.

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

**D. ORDINANCE 2022-18: AMENDMENT TO MONROE COUNTY CODE 260 REGARDING COURTHOUSE RENTAL 10:28 am**

**Presenter:** Angie Purdie

This ordinance amends the Monroe County Code to increase fees for security and janitorial services, including an increase if the event lasts longer than the reservation.

Githens made motion to approve. Jones seconded.

Thomas made motion to amend Chapter 260-3-B by ~~strikeout~~.

No Public comment on amendment.

Thomas called for a Voice Vote on the amendment.

Motion carried 3-0, Unanimous.

No Public comment on amended item.

Thomas called for Voice Vote on amended motion.

Motion carried 3-0, Unanimous.

**E. APPROVAL AGREEMENT WITH HEALTHNET FOR PRENATAL CARE 10:28 am**

**Fund Name:** Local Health Maintenance Fund

**Fund Number:** 1168

**Amount:** Not to Exceed \$15,000

**Presenter:** Penny Caudill

The Monroe County Health Department (MCHD) provides prenatal care funds for woman in need through Health Net and this is a renewal.

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

**F. BARNES & THORNBURG 10:36 am**

**Amount:** Not to exceed \$50,000

**Presenter:** David Schilling

Representation for Monroe County, Monroe County Plan Commission and Monroe County Planning Department.

Githens made motion to approve. Jones seconded.

No Public comment.

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

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**10. APPOINTMENTS 10:38 am**

Githens made motion to appoint. Jones seconded.

Jaime Neibel – Emergency Management Director

Thomas called for a Voice Vote.

Motion carried, 3-0, Unanimous.

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**11. ANNOUNCEMENTS 10:39 am**

Hoosier Hills Food Bank sponsored “Fresh Food Fridays”. If you are in need of food, you may pick up your FREE box of non-perishable food at 2333 W Industrial Park Drive, Bloomington. For more information, please call (812)334-8374.

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

Accepting applications for all boards and commissions. Go to [www.co.monroe.in.us](http://www.co.monroe.in.us) for more information or to fill out application.

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

- Monday, June 27, 10am – 3pm**
- Thursday, June 30, 1pm – 6pm**
- Thursday, July 14, 10am – 3 pm**
- Friday, July 15, 1pm – 6pm**
- Tuesday, September 6, 1pm- 6pm**
- Friday, September 9, 10am – 3 pm**

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

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3<sup>rd</sup> floor of the Courthouse and via Zoom. Meetings are open to the public.

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

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	<a href="mailto:beanblossomtrustee19@gmail.com">beanblossomtrustee19@gmail.com</a>
Benton - Michelle Bright	812.339.6593	<a href="mailto:michelleabright@gmail.com">michelleabright@gmail.com</a>
Bloomington - Kim Alexander	812.336.4976	<a href="mailto:bloomingtontownship@in.gov">bloomingtontownship@in.gov</a>
Clear Creek - Thelma Jefferies	812.824.7225	<a href="mailto:thelma@bluemarble.net">thelma@bluemarble.net</a>
Indian Creek - Chris Reynolds	812.824.4981	<a href="mailto:chreyonlds812@gmail.com">chreyonlds812@gmail.com</a>
Perry - Dan Combs	812.336.3713	<a href="mailto:trustee@perrytownship.info">trustee@perrytownship.info</a>
Polk - Chris Spiek	812.837.9446	<a href="mailto:cspiek@bluemarble.net">cspiek@bluemarble.net</a>
Richland - Marty Stephens	812.876.2509	<a href="mailto:rttfrontdesk@bluemarble.net">rttfrontdesk@bluemarble.net</a>
Salt Creek - Donn Hall	812.837.9140	<a href="mailto:donnhall403@yahoo.com">donnhall403@yahoo.com</a>
Van Buren - Rita Barrow	812.825.4490	<a href="mailto:vbtrita@bluemarble.net">vbtrita@bluemarble.net</a>
Washington - Barbara Ooley	812.876.1188	<a href="mailto:ooleyb@yahoo.com">ooleyb@yahoo.com</a>

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**12. ADJOURNMENT 10:40 am**



The summary minutes of the June 22, 2022 Board of Commissioners meeting were approved on June 29, 2022.

Monroe County Commissioners

Ayes:

Nays:

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Julie Thomas, President

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Julie Thomas, President

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Penny Githens, Vice President

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Penny Githens, Vice President

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Lee Jones

\_\_\_\_\_  
Lee Jones

Attest:

\_\_\_\_\_  
Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: MM
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**MONROE COUNTY BOARD OF COMMISSIONERS'  
WORK SESSION SUMMARY  
June 22, 2022  
Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**NO WORK SESSION THIS DATE**



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

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Fund Name(s):

Fund Number(s):

Amount(s)

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Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

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

Attorney who reviewed:

## Monroe County Board of Commissioners Agenda Request - Grant

### REQUIRED

Federal Agency

Federal Program

CFDA#

Federal Award Number and Year (or other ID)

Pass Through Entity:

Request completed by:

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

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

## GRANT AGREEMENT

Contract #000000000000000000063088

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Department of Correction (the "State") and MONROE COUNTY (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$70,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code art. 11-8 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

Program Title: Juvenile Detention Alternatives Initiative

### 2. Representations and Warranties of the Grantee.

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

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

### 3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a *[weekly/monthly/quarterly]* basis and shall contain such detail of progress or performance on the Project as is requested by the State.

**4. Term.** This Grant Agreement commences on July 01, 2022 and shall remain in effect through June 30, 2023, which is the date the grant performance must be completed. Unless otherwise

provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant and may include additional grant awards, all to be in conformance with IC 5-22-17-4.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$70,000.00**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

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

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

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

D. Claims shall be submitted to the State within 15 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 15 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 15 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

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

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

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

**9. Compliance with Laws.**

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

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

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

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

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

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

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and



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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

**10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

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

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

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

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee

assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

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

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

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

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

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

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

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

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

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

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

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

A. Notices to the State shall be sent to:

**Danielle Zagone  
302 West Washington Street Room E334  
Indianapolis, IN 46204  
dzagone@idoc.in.gov**

B. Notices to the Grantee shall be sent to:

**Board of Commissioners  
100 West Kirkwood Ave  
Bloomington IN 47404  
commissionersoffice@co.monroe.in.us**

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

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

**21. Termination for Breach.**

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

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

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions.** Deleted -- not applicable.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions:**

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

**26. The Grantee agrees to comply with the following Special Conditions:**

**I Juvenile Detention Alternatives Initiative (JDAI) Sites:**

Grantee has been identified as an official JDAI site by the state of Indiana and agrees to establish and maintain a Juvenile Detention Alternatives (JDAI) Local Collaborative, pursuant to this Grant Agreement and shall:

- a. observe and coordinate the operation of juvenile detention alternative initiative (JDAI) programs in the county;
- b. reallocate cost savings realized from JDAI back into detention alternative programs and to the local JDA ;
- c. report juvenile arrest data into the Uniform Crime Reporting (UCR) Program, per Indiana Code 5-2-6-10.6;
- d. certify appropriate staff in the administration of the Indiana Youth Assessment System (IYAS) and complete the "detention screening tool" on all youth at the point of intake. This will serve as the primary intake screening tool and the secondary arrest data metric;
- e. develop and use a Detention Risk Assessment Instrument (DRAI)
- f. establish a full-time equivalent JDAI Coordinator;
- g. implement and maintain fidelity to the Annie E. Casey Foundation's, Juvenile Detention Alternatives Initiative (JDAI) Model;
- h. participate in a juvenile justice Systems Assessment developed by the Annie E. Casey Foundation;
- i. develop and implement a local JDAI Work Plan, using information obtained from the Systems Assessment;
- j. conduct a Conditions of Confinement, Self Assessment of the local secure detention facility, if applicable;
- k. place detained youth in secure and/or non-secure facilities that operate within their rated bed capacity;
- l. identify an expert to assist with the jurisdiction's data collection and analysis;
- m. attend state-level JDAI steering committee and workgroup meetings, trainings and site visits.

## **II Juvenile Detention Alternatives Initiative (JDAI) Model**

Grantee agrees to maintain fidelity to the Annie E. Casey Foundation's, Juvenile Detention Alternatives Initiative (JDAI) Model, located at <http://www.aecf.org/work/juvenile-justice/jdai/> The Department will notify all grantees of changes or revisions to the JDAI Model. Grantees shall have thirty (30) days from the date of notification is issued to review and comply with said changes. If compliance with the JDAI Model revisions will require longer than the allotted period, grantees must submit a reasonable plan for compliance to the Department no later than thirty (30) days following the notification of revisions.

Counties receiving initial funding to support the implementation of the Juvenile Detention Alternatives Initiative (JDAI) will have four (4) years from the start of this Grant Agreement to fully implement and reach compliance with the JDAI Milestones. During that time, grantees will have access to technical assistance from Indiana Department of Correction, Division of Youth Services staff to help them attain compliance and/or develop plans for attaining compliance.

## **III Reporting**

Grantee agrees to submit progress reports, monthly financial reports, and other reports to Department in accordance with Department procedures, rules and regulations and in precise formats and timeframes prescribed by Department. Agencies that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines will be subject to holds on their funding until such issues are rectified.

Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the State's fiscal year.

#### **IV Funding**

The Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department if such changes are determined by the Department to be in the best interests of the Project.

If Grantee is recipient of a Community Corrections Grant from Department for the next grant cycle, in lieu of returning unexpended funds to the State at the end of the project a sum equal to such funds not expended or encumbered from this grant may be subtracted from the new grant and the funds remaining with Grantee may be used in furtherance thereof.

#### **V Accounting: Non Co-Mingling of Funds**

Grantee shall establish a separate fund to be known as the "Juvenile Detention Alternatives Initiative (JDAI) Grant Fund" for the purpose of receiving and disbursing funds pursuant to this Grant Agreement. This fund shall be used only for funds received pursuant to this Grant Agreement and shall not be co-mingled with any other funds received by the County. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request.

#### **VI Accounting: Maintenance of Records**

The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, Project grant funds.

Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

#### **VII Audits**

Accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

#### **VIII Payments**

The grant shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department shall only distribute those funds necessary to fund the Juvenile Detention Alternatives Initiative (JDAI) work plan.

All claims for payment hereunder must be certified to the Department by the Auditor of the County.

All grant payments shall be made payable to the Auditor of the County. For multi-county Juvenile Detention Alternatives Initiative (JDAI) sites, grant payments shall be made payable to the Auditor of the county named as the fiscal contact for the grant.

### **IX Subcontractors**

All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

### **X Standards and Licensing**

Domiciliary care programs shall be conducted in such a manner as to meet the standards promulgated by the State Board of Health, the State Fire Marshal and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities so used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

All programs involving residential care shall be governed by applicable licensing, inspection, and other supervisory requirements imposed by law.

All programs of referral shall be required to meet all State and Federal licensing requirements.

All court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference.

### **XI Project Monitoring**

Grantee agrees to allow Department to inspect its program activities and examine the records of the Juvenile Detention Alternatives Initiative (JDAI) Fund at reasonable times and intervals.

In addition to project monitoring requirements stated in the Grant Agreement, grantee shall Make available upon request a detailed listing of all Project costs by Project budget line item which are accrued yet unpaid, if any.

At a minimum, the following Outcome Performance Measures shall be tracked and reported on a monthly basis:

- a. Number of youth admitted to secure detention
- b. Average length of stay for youth placed in secure detention
- c. Number of youth placed in diversion/alternative programs in lieu of secure detention
- d. Percent of youth placed in diversion/alternative programs in lieu of secure detention
- e. Re-arrest rate of youth place in diversion/alternative programs in lieu of secure detention

- f. Number of youth committed to the Indiana Department of Correction
- g. Number of Indiana Youth Assessment System (IYAS) assessments completed
- h. Juvenile arrest data

## **XII Evidence-Based Practices**

Grantee shall implement and utilize evidence-based practice models and the JDAI core strategies, which include:

- ↳ promoting collaboration between juvenile court officials, probation agencies, prosecutors, defense attorneys, schools, community organizations and advocates;
- ↳ using rigorous data collection and analysis to guide decision making;
- ↳ utilizing objective admissions criteria and screening instruments to replace subjective decision-making processes;
- ↳ implementing new or expanded community-based alternatives to locked facilities -- such as day and evening reporting centers, home confinement and shelter care;
- ↳ instituting case processing reforms to expedite the flow of cases through the system;
- ↳ reducing the number of youth detained for probation rule violations or failing to appear in court, and the number held in detention awaiting transfer to a residential facility;
- ↳ improving racial and ethnic equity by examining data to identify policies and practices that may disadvantage youth of color at various stages of the process, and pursuing strategies to ensure a more level playing field for youth regardless of race or ethnicity; and
- ↳ monitoring and improving conditions of confinement in facilities.

Counties receiving initial funding to support the implementation of the Juvenile Detention Alternatives Initiative (JDAI) will have four (4) years from the start of this Grant Agreement to fully implement and reach compliance with the JDAI Milestones. During that time, grantees will have access to technical assistance from Indiana Department of Correction, Division of Youth Services staff to help them attain compliance and/or develop plans for attaining compliance.

## **XIII Assessments**

Grantee will certify the appropriate staff in the Indiana Risk Assessment System (IRAS) and Indiana Youth Assessment System (IYAS) as applicable for completing primary risk and needs assessments according to the policies adopted by the Judicial Conference of Indiana and Indiana Department of Correction. Assessment data for all IRAS and IYAS assessments will be entered into the INCITE application provided by the Judicial Automation and Technology Committee.

## **XIV Property Rights**

All fixed assets purchased with funds provided through this Grant Agreement or generated through Project income remain the property of the Juvenile Detention Alternatives Initiative (JDAI) program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the county policy. If the county does not have a formal policy for disposal of fixed assets, the State of Indiana policy must be followed.



**XV Audits and Maintenance of Records.**

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

**XVI HIPAA Compliance.**

If this grant involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**XVII Licensing Standards.**

The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Grantee pursuant to this Contract. The State will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

**XVIII Ownership of Documents and Materials.**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

**27. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

**Clause 4. Term Added Language**

**Clause 24. Federal and State Third-Party Contract Provisions Deleted**

**Clause 26. Special Conditions Added**

**Non-Collusion, Acceptance**

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

**Agreement to Use Electronic Signatures**

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

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

MONROE COUNTY

DocuSigned by:  
By: *Board of Commissioners*  
1E0F5FF84AC4468...

Title: President- Julie Thomas

Date: 5/17/2022 | 13:33 EDT

Indiana Department of Correction

DocuSigned by:  
By: *Danielle K. Ezgore*  
9BD00B4059D946C...

Title: Director of External Relations

Date: 5/19/2022 | 08:55 EDT

Electronically Approved by:  
Department of Administration

By: (for)  
Rebecca Holwerda, Commissioner

Electronically Approved by:  
State Budget Agency

By: (for)  
Zachary Q. Jackson, Director

Form approval has been granted by the  
Office of the Attorney General  
pursuant to IC 4-13-2-14.3(e) on December 7, 2021.  
FA 21-81

Monroe County	Budget - Exhibit A			FY22-23 JDAI Grant
Project Personnel (Line 88)	Coordination	Implementation	Programming	Total
Implementation 1		\$0.00		\$0.00
Implementation 2		\$0.00		\$0.00
Implementation 3		\$0.00		\$0.00
Implementation 4		\$0.00		\$0.00
Implementation 5		\$0.00		\$0.00
Implementation 6		\$0.00		\$0.00
Programming 1			\$0.00	\$0.00
Programming 2			\$0.00	\$0.00
Programming 3			\$0.00	\$0.00
Programming 4			\$0.00	\$0.00
Programming 5			\$0.00	\$0.00
Programming 6			\$0.00	\$0.00
Programming 7			\$0.00	\$0.00
Programming 8			\$0.00	\$0.00
Programming 9			\$0.00	\$0.00
Programming 10			\$0.00	\$0.00
Programming 11			\$0.00	\$0.00
Programming 12			\$0.00	\$0.00
<b>Subtotals</b>	\$0.00	\$0.00	\$0.00	\$0.00
Fringe 100 Series (Line 89)	Coordination	Implementation	Programming	Total
Implementation 1				\$0.00
Implementation 2		\$0.00		\$0.00
Implementation 3		\$0.00		\$0.00
Implementation 4		\$0.00		\$0.00
Implementation 5		\$0.00		\$0.00
Implementation 6		\$0.00		\$0.00
Programming 1			\$0.00	\$0.00
Programming 2			\$0.00	\$0.00
Programming 3			\$0.00	\$0.00
Programming 4			\$0.00	\$0.00
Programming 5			\$0.00	\$0.00
Programming 6			\$0.00	\$0.00
Programming 7			\$0.00	\$0.00
Programming 8			\$0.00	\$0.00
Programming 9			\$0.00	\$0.00
Programming 10			\$0.00	\$0.00
Programming 11			\$0.00	\$0.00
Programming 12			\$0.00	\$0.00
<b>Subtotals</b>	\$0.00	\$0.00	\$0.00	\$0.00
Supplies 200 Series (Line 90)	Coordination	Implementation	Programming	Total
Implementation 1		\$3,000.00		\$3,000.00
Implementation 2		\$600.00		\$600.00
Implementation 3		\$0.00		\$0.00
Implementation 4		\$0.00		\$0.00
Implementation 5		\$0.00		\$0.00
Implementation 6		\$0.00		\$0.00
Programming 1			\$0.00	\$0.00
Programming 2			\$0.00	\$0.00
Programming 3			\$0.00	\$0.00
Programming 4			\$0.00	\$0.00

Summary Budget

Page 1 of 3

Monroe County	Budget - Exhibit A			FY22-23 JDAI Grant
Programming 5			\$0.00	\$0.00
Programming 6			\$2,000.00	\$2,000.00
Programming 7			\$1,000.00	\$1,000.00
Programming 8			\$4,500.00	\$4,500.00
Programming 9			\$0.00	\$0.00
Programming 10			\$4,400.00	\$4,400.00
Programming 11			\$0.00	\$0.00
Programming 12			\$0.00	\$0.00
<b>Subtotals</b>	<b>\$0.00</b>	<b>\$3,600.00</b>	<b>\$11,900.00</b>	<b>\$15,500.00</b>
<b>Services 300 Series (Line 91)</b>	<b>Coordination</b>	<b>Implementation</b>	<b>Programming</b>	<b>Total</b>
Implementation 1		\$0.00		\$0.00
Implementation 2		\$0.00		\$0.00
Implementation 3		\$0.00		\$0.00
Implementation 4		\$0.00		\$0.00
Implementation 5		\$6,060.00		\$6,060.00
Implementation 6		\$0.00		\$0.00
Programming 1			\$3,750.00	\$3,750.00
Programming 2			\$5,000.00	\$5,000.00
Programming 3			\$5,000.00	\$5,000.00
Programming 4			\$7,500.00	\$7,500.00
Programming 5			\$7,500.00	\$7,500.00
Programming 6			\$7,375.00	\$7,375.00
Programming 7			\$0.00	\$0.00
Programming 8			\$0.00	\$0.00
Programming 9			\$1,250.00	\$1,250.00
Programming 10			\$100.00	\$100.00
Programming 11			\$3,000.00	\$3,000.00
Programming 12			\$2,625.00	\$2,625.00
<b>Subtotals</b>	<b>\$0.00</b>	<b>\$6,060.00</b>	<b>\$43,100.00</b>	<b>\$49,160.00</b>
<b>Capital 400 Series (Line 92)</b>	<b>Coordination</b>	<b>Implementation</b>	<b>Programming</b>	<b>Total</b>
Implementation 1		\$0.00		\$0.00
Implementation 2		\$0.00		\$0.00
Implementation 3		\$4,500.00		\$4,500.00
Implementation 4		\$840.00		\$840.00
Implementation 5		\$0.00		\$0.00
Implementation 6		\$0.00		\$0.00
Programming 1			\$0.00	\$0.00
Programming 2			\$0.00	\$0.00
Programming 3			\$0.00	\$0.00
Programming 4			\$0.00	\$0.00
Programming 5			\$0.00	\$0.00
Programming 6			\$0.00	\$0.00
Programming 7			\$0.00	\$0.00
Programming 8			\$0.00	\$0.00
Programming 9			\$0.00	\$0.00
Programming 10			\$0.00	\$0.00
Programming 11			\$0.00	\$0.00
Programming 12			\$0.00	\$0.00
<b>Subtotals</b>	<b>\$0.00</b>	<b>\$5,340.00</b>	<b>\$0.00</b>	<b>\$5,340.00</b>
<b>Budget Summary</b>	<b>Coordination</b>	<b>Implementation</b>	<b>Programming</b>	<b>Total</b>
Project Personnel	\$0.00	\$0.00	\$0.00	\$0.00

Summary Budget

Monroe County	Budget - Exhibit A			FY22-23 JDAI Grant
Fringe 100 Series	\$0.00	\$0.00	\$0.00	\$0.00
Supplies 200 Series	\$0.00	\$3,600.00	\$11,900.00	\$15,500.00
Services 300 Series	\$0.00	\$6,060.00	\$43,100.00	\$49,160.00
Capital 400 Series	\$0.00	\$5,340.00	\$0.00	\$5,340.00
<b>TOTAL GRANT REQUEST</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>\$55,000.00</b>	<b>\$70,000.00</b>

## **Exhibit B - Annual Financial Report for Non-Governmental Entities**

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

On June 15, 2022, the Parks Board approved a Service Agreement with Sarah Ericson to provide two "Painting Nature" programs. The programs will consist of a 30 minute environmental education activity, followed by a 1.5 hour painting activity. MCPR staff will assist with the program in leading the environmental education activity.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Non Reverting - Contractual"/>	<input type="text" value="1179-30006-0000"/>	<input type="text" value="\$290.00"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

# Agreement for Services

This Agreement is made between Sarah Ericson ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

## 1. Scope of Project, Price, Expiration Date.

- a. The Contractor agrees to abide by all MCPR staff and park rules/regulations provided by MCPR staff; prepare and communicate all necessary program materials (pre-made canvas and design) and information to MCPR program staff within one week of program for approval; complete their portion of the program within agreed upon time range (1.5 hours).
- b. Contractor agrees to complete two (2) Painting Nature programs: One program will be scheduled for July 2022 and the second will be scheduled in Fall of 2022. Monroe County Naturalist will lead the environmental education portion of the program (30 minutes) and the Contractor will lead the 1.5 hour long painting activity. MCPR program staff will support Contractor by assisting participants with questions, activity steps, and set up/tear down of program.
- c. Monroe County agrees to supply Contractor with the necessary supplies to complete the scope of this project
  - i. MCPR will purchase and supply participants with necessary supplies and space to complete program. Supplies include: paintbrush, canvas, paint, water cups, tablecloths, and towels. If the Contractor desires supplies different than the ones provided by Monroe County for the completion of this project, Contractor will be responsible for the additional costs of supplies
  - ii. MCPR will handle all registration and program coordination.
  - iii. MCPR will communicate registration number and any program details with Contractor within one (1) day of program date.
- d. The total amount paid to Contractor shall not exceed \$290.00 without further written approval by Monroe County. This amount includes payment for (2) instruction lead painting sessions and the Contractor's work in preparing for these two (2) events. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- e. The Agreement expires on Dec. 31, 2022

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability,



housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

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

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

4. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor’s noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
  - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
5. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
6. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
7. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

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

Sarah Ericson  
Contractor Sarah Ericson

6/19/22  
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Penny Githens, Vice President

\_\_\_\_\_  
Lee Jones, Commissioner

\_\_\_\_\_  
Lee Jones, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

This ordinance is to amend "Chapter 263: Firearms in County Buildings" by adding two (2) locations identified as locations that will be used as courtrooms. This amendment would make the prohibition of firearms applicable to these areas pursuant to Chapter 263 of the Monroe County code.

The amended language of the ordinance also corrects some typographical errors in 263-4 and 263-6.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Presenter:

### Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

**ORDINANCE 2022- 19**

An ordinance to amend Chapter 263 of the Monroe County Code concerning Firearms in County Buildings.

**WHEREAS**, the Monroe County Commissioners desire to revise Chapter 263 of the Monroe County Code to reflect changes in terms; and,

**WHEREAS**, the Monroe County Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

**NOW, THEREFORE**, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter 263 is amended to read as follows (Deleted language is indicated by ~~strikeout~~ and added language is indicated by underline):

**CHAPTER 263**

**FIREARMS IN COUNTY BUILDINGS**

**263-1. Firearms Prohibited**

The possession of firearms, whether licensed or unlicensed, in all buildings or other spaces which contain a Circuit Courtroom of Monroe County is prohibited. At this time, such buildings or other space include the 1) Monroe County Courthouse located at 100 W Kirkwood Ave in Bloomington Indiana, 2) Monroe County Justice Building located at 301 N College Ave in Bloomington Indiana, 3) the Curry Building located at 214 W 7<sup>th</sup> Street Suite 200, Bloomington Indiana, and 4) the Community Corrections space, 5) Monroe County Health Services Building located at 119 W 7th St, Bloomington Indiana and 6) Monroe County Youth Services Bureau located at 615 S Adams St, Bloomington Indiana, only the County leased areas are part of this prohibition. In addition the possession of firearms, whether licensed or unlicensed, may be prohibited in any County Building under the conditions of Ind. Code 35-47-11.1-4 (10).

The intentional display of a firearm, whether licensed or unlicensed at a Monroe County public meeting is prohibited.

**263-2. Search**

Entry into those county buildings may subject the person to a search of his or her person and clothing as well as all carried items such as packages, purses, cameras, instruments and briefcases by building security or law enforcement personnel.

**263-3. Entry Barred**

Entry into those county buildings by any person who possesses a firearm, whether

licensed or unlicensed, may be barred by building security or law enforcement personnel until the person secures his or her weapon off of county premises.

**263-4. Exemptions**

This chapter shall not apply to ~~A~~ a law enforcement officers= and ~~A~~ a Federal enforcement officers,@ as defined by IC 35-41-1-17, who are on duty and who provide current departmental picture identification to building security (ASI security personnel, County police officers, bailiffs, etc.).

**263-5. Court Orders**

This Ordinance may be supplemented from time to time by order of the Board of Judges of the Monroe Circuit Court with respect to security in the Monroe County Justice Building and in any other Circuit Court offices (e.g., building areas leased for community corrections).

**263-6. Enforcement**

- (A) The Monroe County Sheriff=~~'s~~ Department may enforce the provisions of this chapter by issuance of a written citation to those persons charged with its violation. Any person issued a written notice of violation of this chapter shall pay the penalty described below to the County Auditor within seven (7) days, and such fines shall be deposited in the Monroe County General Fund.
- (B) In lieu of issuing a citation, the enforcement officer may, in his or her discretion, issue an official warning to persons advising them of their violation of this chapter, and that such warning shall not require payment of the penalty for a subsequent violation of this chapter within a one-year period.

**263-7. Penalty**

A person who violates this chapter commits a Class E ordinance violation upon its first occurrence; a person commits a Class D ordinance violation upon its second and all subsequent occurrences within one year.

**[end of chapter]**

Wherefore, the above Ordinance 2022-19 is adopted and Chapter 263 will be amended as provided.

Adopted this \_\_\_\_ day of June, 2022.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Julie Thomas, President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Lee Jones, Vice President

\_\_\_\_\_  
Penny Githens, Commissioner

\_\_\_\_\_  
Penny Githens, Commissioner

ATTEST:

\_\_\_\_\_  
Catherine Smith, Monroe County Auditor

