



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square Suite 410 · 200 East Berry Street · Fort Wayne, IN 46802

Phone: 260.449.7555 FAX: 260.449.7568

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

Commissioners' Legislative Session
10:00 AM Friday, June 2, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of May 19, 2017.
2. Consider approval of agreement between the Board of Commissioners and Indiana Department of Corrections for Juvenile Detention Alternative Initiative grant.
3. Consider approval of agreement between the Board of Commissioners and Indiana Department of Homeland Security for pre-disaster mitigation grant.
4. Consider approval of Warranty Deeds for Liberty Mills Rd- West County Line Rd Intersection Improvements, Project # 05-210.
 - a. Parcel 5 – Suedhoff
 - b. Parcel 6 – Sloan
5. Consider approval of Right of Way Grants for Young Rd, South of Flutter Rd.
6. Consider approval of Warranty Deed for Bass Rd – Phase 1B from Clifty Parkway to Thomas Rd, Project # 03-176.
 - a. Parcel 9 & 9A – Barnes
7. Consider approval of Sign Request for Cedar Canyons Rd from Dunton Rd to Kell Rd, temporarily change Speed Limit to 35 MPH from 45 MPH due to Gump Rd Project.
8. Consider approval of Change Order # 20 for Lafayette Center Rd/CR 900 North, in Allen And Huntington County's, Project # 1200213. In the amount of \$0.00
9. Consider approval of Independent Contractor Agreement between the Board of Commissioners and Dr. Stephen Ross for psychological services on behalf of Allen County Community Corrections.
10. Consider approval of appointment to the Fort Wayne-Allen County Disability Advisory Council.
11. Consider approval of claims submitted for payment.
12. Other Business:

Consider approval of Sign Request for stop sign at Butterbough Lane at Shallowbrook Drive in Walnut Springs subdivision.

Ratification of Tractor Bailment Agreement between Allen County and Mahindra USA, Inc.
13. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of June 2, 2017.

14. Comments from the Public

15. Motion to Adjourn.

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



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NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session

10:00 a.m., Friday, May 19, 2017

Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown and Nelson Peters
Commissioners Absent: Linda Bloom

Others Present:

Chris Cloud	Commissioners Office
Jenni Overman	Commissioners Office
Andrew Applegate	Commissioners Office
Sheriff Gladieux	County Sheriff
Vance Hernandez	Buildings and Grounds
Mike Thornson	Highway Department
Kevin Leininger	News Sentinel

Commissioner Brown called the meeting to order at 10:04 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Consider approval of the minutes of May 12, 2017.** Commissioner Peters made a motion to approve the minutes of May 12, 2017. Commissioner Brown seconded the motion. Motion carried 2-0.
- 2. Consider approval of school resource officer agreement between the Board of Commissioners and Northwest Allen County Schools on behalf of the Sheriff's Department.** Sheriff Gladieux presented this item and stated this was an annual renewal with the addition of 2 officers that Northwest Allen County has elected to increase their numbers by. There is a little bit of increase in the contract dollar amount due to some pay raises throughout the year and different officers getting the jobs that have a bit higher pay rate and that type of thing. Commissioner Peters made a motion to approve the school resource officer agreement between the Board of Commissioners and Northwest Allen County Schools on behalf of the Sheriff's Department. Commissioner Brown seconded the motion. Motion carried 2-0.
- 3. Consider approval of appropriation in the Drug Free Communities Fund on behalf of the Drug and Alcohol Consortium.** Jerri Lerch, Executive Director of DAC, presented this item. She stated they go through an annual grant process. They looked at the problems and opportunities in the community and ask their partners to make proposals about what they could do to be helpful. She presented the full list of requests that were considered in asking for approval of the \$170,957.07. By statute they divide that equally between 4 pieces (administrative support to continue to convene the coalition, law enforcement, prevention, treatment/intervention area). Commissioner Peters asked where those dollars come from and how have they varied between last year and this year. She stated Indiana has local coordinating councils by state statute in each of the 92 counties and they are required to have at least 11 different sectors at the table. An annual plan is filed with the IN Criminal Justice Institute. It is due by the end of March. The plan has to describe our community, the problems by data, and we have to come up with agreed upon goals and strategies. When the report is approved, we then have access to the local drug free communities fund which is generated through 1) the alcohol countermeasures program (OWI) and 2) a drug interdiction fee fund. The prosecutors and judges levy those fines and that's how it gets in the pot. She stated they have seen steady declines in this fund locally. We are probably 15% below last year but over the last 6-7 years that fund has declined nearly 50%. Commissioner Peters made a motion to approve appropriation in the Drug Free Communities Fund on behalf of the Drug and Alcohol Consortium. Commissioner Brown seconded the motion. Motion carried 2-0.

4. **Consider approval of bid award #04-17 Rousseau Centre Plaza Deck Waterproofing and Paver Replacement Project to CME Corporation. Bid amount - \$2,056,200.00** Vance Hernandez, Director Buildings and Grounds. They received 2 bids for this work and the lowest bid came in from CME General Contractors. This price also includes a \$10,400.00 increase for a product called an EFVM system. It's a test system that goes into waterproofing that makes it easier to find leaks in the future. Right now it's very difficult because these pavers are about 300 pounds each and it takes a huge piece of equipment to lift these and also takes a lot of time. We hope a leak doesn't happen. This is guaranteed for 20 years. Commissioner Peters stated that \$2,056,200 is a big ask but he wanted to point out that we have been prudently putting money away over the last few years with the understanding that we were going to be faced with this in the days to come. Commissioner Peters made a motion to approve the bid award #04-17 Rousseau Centre Plaza Deck Waterproofing and Paver Replacement Project to CME Corporation. Bid amount - \$2,056,200.00. Commissioner Brown seconded the motion. Motion carried 2-0.

5. **Consider approval of Supplemental Agreement # 2 between the Board of Commissioners and USI Consultants, Inc. for additional bridge design for River Rd Bridge # 249 over Hamm Interceptor, Project # 0100516. In the amount of \$7,500.00.** Mike Thomson, Highway Department, stated this on the east side of the county. As part of the preliminary engineering and design, the geotechnical report identified more challenging soil subsurface conditions. We need beefier, stronger piles and pier system. This will address the necessary additional design for that system. Commissioner Peters made a motion to approve Supplemental Agreement # 2 between the Board of Commissioners and USI Consultants, Inc. for additional bridge design for River Rd Bridge # 249 over Hamm Interceptor, Project # 0100516. In the amount of \$7,500.00. Commissioner Brown seconded the motion. Motion carried 2-0.

6. **Consider approval of Sign Request for the Speed Limit to be reduced to 35 mph temporarily for the duration of the Gump Rd project.**
 - a. **Cedar Canyons Rd from Kell Rd to Coldwater Rd**

Commissioner Peters made a motion to approve the Sign Request for the Speed Limit to be reduced to 35 mph temporarily. Commissioner Brown seconded the motion. Motion carried 2-0.

7. **Consider approval of claims submitted for payment. DEFERRED**

8. **Other Business:**

Memorandum of Understanding between the Board of Commissioners and Three Rivers Festival for a Community Corrections Work Crew. Chris Cloud, Executive Assistant, stated this is the standard Community Corrections work crew contract. Commissioner Peters made a motion to approve the Memorandum of Understanding. Commissioner Brown seconded the motion. Motion carried 2-0.

9. **Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of May 19, 2017.** Commissioner Peters made a motion to approve the waiving of the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of May 19, 2017. Commissioner Brown seconded the motion. Motion carried 2-0.

10. Comments from the Public.

11. **Motion to Adjourn.** Meeting adjourned 10:21 a.m.

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.

#2

GRANT AGREEMENT

Contract #000000000000000000020433

This Grant Agreement (this "Grant Agreement"), entered into by and between **Indiana Department of Correction** (the "State") and the Auditor of Allen 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

The purpose of this Grant Agreement is to enable the State to award a grant of \$60,256.00 (of which \$30,000.00 is allocated for Coordination, and \$30,256.00 is allocated for Programs and Services) 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 by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §11-12-2-1 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.

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 monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

C. The Grantee agrees to comply with the Special Conditions outlined below.

1. 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.

2. 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

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 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 that by electronically signing and submitting this Contract in this fashion I am affirming the truth of the information contained therein. I understand that this Contract will not be effective in the State until it has been approved by the Department of Administration, the [redacted] Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://hr85.gmis.in.gov:9100/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

ALLEN COUNTY

Indiana Department of Correction

By:

Juda K Bloom

By:

Title:

Commissioner

Title:

Date:

Date:

Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

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.

2. 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.

3. 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.

4. 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.

5. 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.).

6. 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.

7. 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 may not advance more than twenty-five percent (25%) of the amount of the grant. 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.

8. 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.

9. 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.

10. 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

11. Evidence-Based Practices

Grantee shall implement and utilize evidence-based practice models. Such evidence-based practices must be based on the Eight Principles of Effective Intervention which are:

- ↳ Assess Actuarial Risk/Needs
- ↳ Enhance Intrinsic Motivation
- ↳ Target Interventions
- ↳ Skill Train with Directed Practice
- ↳ Increase Positive Reinforcement
- ↳ Engage Ongoing Support in Natural Communities
- ↳ Measure Relevant Processes/Practices
- ↳ Provide Measurement Feedback

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.

12. 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.

13. 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.

4. Term.

This Grant Agreement commences on **1 July 2017** and shall remain in effect through **30 June 2018**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

A. The State shall fund this grant in the amount of **\$60,256.00**, of which **\$30,000.00** is allocated for Coordination, and **\$30,256.00** is allocated for Programs and Services. The approved Project Budget is set forth in **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 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 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. Audits and Maintenance of Records.

A. 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.

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.** 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. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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.

11. 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

