



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 9, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of June 2, 2017.
2. Consider approval of amendment no. 2 to the agreement between the Board of Commissioners and A'viands, LLC for the provision of meals of the Allen County jail.
3. Consider approval of grant agreement between the Board of Commissioners and Indiana Department of Corrections for program funding for Allen County Community Corrections and Adult Probation.
4. Consider approval of Rezoning Petition #REZ-2017-0021 to rezone .63 acres to the south and east of the intersection of State Road 37 and Thimlar Road from A1/Agricultural and C2/Limited Commercial to C2/Limited Commercial for a new Antwerp Exchange Bank facility.
5. Consider approval of 60/40 Agreement between the Board of Commissioners and West Hamilton Place Subdivision. In the amount of \$47,900.00.
6. Consider approval of Agreement between the Board of Commissioners and Engineering Resources, Inc. for preliminary engineering services for Hathaway/Corbin Rd Improvements, Project # 1300110. In the amount of \$ 61,800.00.
7. Consider approval of Agreement between the Board of Commissioners and Lochmueller Group, Inc. for O'Day Rd Bridge # 359 over Seegar Ditch for Bridge Replacement, Project # 0100616. In the amount of \$229,100.00.
8. Update from the Community Research Institute
9. Consider approval of claims submitted for payment.
10. Other Business: The Board of Commissioners, as Lessee of Property, Consent for the Jail Building Corp. to approve a Right of Way Purchase Agreement with INDOT.
11. 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 9, 2017.
12. Comments from the Public
13. 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



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NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

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

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

Others Present:	Beth Lock	Commissioners Office
	Andrew Applegate	Commissioners Office
	Jordan McKinley	ACJC
	Wendy Kyler	ACJC
	Bernie Beier	Homeland Security
	Bill Hartman	Highway
	Amy Kreiger	ACCC
	Jeff Stevens	ACCC
	Rosa S Rodriguez	Journal Gazette

Commissioner Brown called the meeting to order at 10:03 AM. Commissioner Peters led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Consider approval of the minutes of May 19, 2017.** Commissioner Bloom made a motion to approve the minutes of May 19, 2017. Commissioner Peters seconded the motion. Motion carried 2-0.
- 2. Consider approval of agreement between the Board of Commissioners and Indiana Department of Corrections for Juvenile Detention Alternative Initiative grant.** Jordan McKinley, JDAI Coordinator for Allen County, and Wendy Kyler, Budget Analyst for ACJC, presented this item. Jordan stated this is a continuation of the JDAI grant. Allen County has been a part of JDAI since 2014 and this will be the last grant cycle for JDAI in Allen County. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and Indiana Department of Corrections for Juvenile Detention Alternative Initiative grant. Commissioner Peters seconded the motion. Motion carried 2-0.
- 3. Consider approval of agreement between the Board of Commissioners and Indiana Department of Homeland Security for pre-disaster mitigation grant.** Bernie Beier, Office of Homeland Security, presented this item. He stated this grant is a small grant a little over \$22,000 in total. It is a matching grant at 25%. It is one we receive about every 5 years in order for mainly the City of Fort Wayne and other cities to do home buyouts, pre-disaster mitigation related to flooding. One of the FEMA requirements is that we have this updated plan every 5 years so this small grant provided by the State in partnership with the Maumee River Basin Commission provides the funding to hire a contractor to update that five year plan. The total value with the 25% match is \$22,317 so the actual federal assistance is \$16,738. The local match, which can be cash or in kind, is \$5,579. That is the portion that the Maumee River Basin Commission helps us with so there is actually \$0 cost to Allen County. Frequently the in kind contribution covers the \$5,000 match. Commissioner Peters commented that the City is the major benefactor out of this grant. He asked why is Maumee River Basin Commission pay the lion's share? Bernie stated he asked the same question and the typical answer was we have always done it this way. He stated they looked at that this year to determine that while the City of Fort Wayne is the only benefactor of this grant program in the last 15 years, a little over \$3,000,000 in home buyout, it is an important part when those are county residents too and the partnership has always work that way. In previous matches, we used a different contractor and the County used to pay \$20-\$30k to get this project done. There has been a lot of work done in the last 5 years to make that cost much less. The State has been partnering with

IUPUI, the Polish Center, on a series of grants, one which we did last year were we received a different grant to have the Polish Center help with us on a risk assessment which is a big part of this. We have gotten much better over the years with partnering with different grants and programs tying them together and also look at the benefactors, in this case, the City of Fort Wayne to see what role they should be playing if any to help share the cost in this. We are going to go to them this year to share the cost in this \$5,000, if there is any. Again, it will be mostly in kind but that question is being asked on lots of grants we do – why are we doing it this way. Especially going forward as we reduce the amount of Homeland Security grants, more local funding is going to be required for emergencies, for planning and response. That's absolutely going to be partnerships, both public and private, very similar to how we did the tornado siren for Waynedale. That's going to be the model for the future. Commissioner Peters stated that there was a time during this past general assembly where through Scribner's error, total oversight or true intent, the Maumee River Basin Commission about lost its existence. He stated he is wondering if whether or not it makes sense to push back on the City a little bit. Bernie stated it does for long term survivability of that program and others. He stated he thinks with the MRBC's initial funding from the source they were able to leverage that funding for years to do things just like this, to provide local match and to push these initiatives whereas no one else would. This is just one small piece of it but it is part of a bigger picture. He stated we absolutely have to look at partnerships and local funding to keep important programs alive. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and Indiana Department of Homeland Security for pre-disaster mitigation grant. Commissioner Peters seconded the motion. Motion carried 2-0.

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

Bill Hartman, Highway Director, stated these are the last 2 parcels for this project so we will be ready to go to bid. Commissioner Bloom made a motion to approve the Warranty Deeds for Liberty Mills Rd- West County Line Rd Intersection Improvements. Commissioner Peters seconded the motion. Motion carried 2-0.

5. Consider approval of Right of Way Grants for Young Rd, South of Flutter Rd. Bill Hartman, Highway Director, stated this road conversion project and it is a dead end up to I-469. Commissioner Bloom made a motion to approve Right of Way Grants for Young Rd, South of Flutter Rd. Commissioner Peters seconded the motion. Motion carried 2-0.

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

Bill Hartman, Highway Director, stated this makes 17 of 20 parcels needed. Commissioner Bloom made a motion to approve Warranty Deed. Commissioner Peters seconded the motion. Motion carried 2-0.

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. Commissioner Bloom made a motion to approve the Sign Request. Commissioner Peters seconded the motion. Motion carried 2-0.

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. Bill Hartman, Highway Director, stated this is just a change in specifications. After the project was bid, the bonus or penalty for asphalt paving was changed in the specifications and the paving contractor asked that that be updated into the contract so that required a change order. Commissioner Bloom made a motion to approve the Change Order # 20 for Lafayette Center Rd/CR 900 North, in Allen And Huntington County's, Project # 1200213. In the amount of \$0.00. Commissioner Peters seconded the motion. Motion carried 2-0.

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. Jeff Stevens, Sr. Finance Manager at ACCC, and Amy Krieger, Deputy Asst. Director of ACCC,

presented this item. Amy stated they are requesting this contract with Dr. Ross be approved. He will be replacing Dr. Dettmer as our contractor to complete the forensic evaluations that they do for the circuit court. Commissioner Bloom made a motion to approve the Independent Contractor Agreement between the Board of Commissioners and Dr. Stephen Ross for psychological services on behalf of Allen County Community Corrections. Commissioner Peters seconded the motion. Motion carried 2-0.

10. Consider approval of appointment to the Fort Wayne-Allen County Disability Advisory Council. Commissioner Peters stated the appointment is Jeff Scherer. Commissioner Bloom made the motion to approve the appointment of Jeff Scherer. Commissioner Peters seconded it. Motion carried 2-0.

11. Consider approval of claims submitted for payment. Commissioner Bloom made a motion to approve the claims as submitted in the amount of \$2,360,734.27. Commissioner Peters seconded the motion. Motion carried 2-0.

12. Other Business:

Consider approval of Sign Request for stop sign at Butterbough Lane at Shallowbrook Drive in Walnut Springs subdivision. Commissioner Bloom made a motion to approve sign request. Commissioner Peters seconded the motion. Motion carried 2-0.

Ratification of Tractor Bailment Agreement between Allen County and Mahindra USA, Inc.

Attorney Fishing stated that the Highway Department had a number of Mahindra pieces of equipment that they were having warranty problems with. Mahindra offered to substitute a piece of equipment on a bailment agreement at no charge to us. It is the height of the highway season and they wanted to get it taken care of right away so we said go ahead and get it and we'd have the Commissioners ratify it. The agreement is before you and surprisingly straight forward. Commissioner Bloom made a motion to approve the Ratification of Tractor Bailment Agreement between Allen County and Mahindra USA, Inc. Commissioner Peters seconded the motion. Motion carried 2-0.

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. Commissioner Bloom 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 June 2, 2017. Commissioner Peters seconded the motion. Motion carried 2-0.

14. Comments from the Public.

15. Motion to Adjourn. Meeting adjourned 10:25 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

AMENDMENT NUMBER TWO
TO THE AGREEMENT FOR THE PROVISION OF MEALS FOR THE
COUNTY OF ALLEN, INDIANA
BETWEEN THE BOARD OF COMMISSIONERS OF THE COUNTY
OF ALLEN AND A'VIANDS, LLC

This Amendment Number Two is made by and between the Board of Commissioners of County of Allen, Indiana with offices located at Citizen Square, Suite 410, 200 East Berry Street, Fort Wayne, Indiana 46802 (hereinafter referred to as "County"), and A'viands, LLC, a Minnesota Limited Liability Company, now known as Summit Food Service effective April 1, 2017, LLC with offices located at 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to as "Summit").

WHEREAS, Client and A'viands have entered into that certain Agreement for the Provision of Meals for the County of Allen, Indiana (the "Agreement"), effective January 1, 2015; and

WHEREAS, County and Summit now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. Section 4.A Financial Agreements

Pricing Structure shall be adjusted to the following rates effective January 1, 2018 as provided for in the original Agreement:

<u>Inmate Population</u>	<u>Jail Price Per Meal</u>	<u>Work Release Price Per Meal</u>
Below 600	TBN	TBN
600-649	\$1.062	\$1.640
650-699	\$1.025	\$1.640
700-749	\$0.992	\$1.640
750-799	\$0.964	\$1.640
800-849	\$0.935	\$1.640
850-899	\$0.917	\$1.640
900-949	\$0.905	\$1.640
950+	\$0.890	\$1.640

Summit shall also charge \$1.020 per staff meal.

This Amendment Number Two is effective as of January 1, 2018. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

BOARD OF COMMISSIONERS

<u><i>F. Nelson Peters</i></u>	<u>6-9-17</u>
F. Nelson Peters	Date
<u><i>Linda K. Bloom</i></u>	<u>6-9-17</u>
Linda K. Bloom	Date
<u><i>Therese M. Brown</i></u>	<u>6-9-17</u>
Therese M. Brown	Date

SHERIFF OF ALLEN COUNTY

By: *David Gladioux*
Name: David Gladioux
Title: Sheriff
Date: 5-31-2017

SUMMIT FOOD SERVICE, LLC

By: *Mitch Speck*
Name: MITCH SPECK
Title: CFO
Date: 5/19/17

X3

GRANT AGREEMENT

Contract ID #000000000000000000020862

This Grant Agreement (this "Grant Agreement"), entered into by and between **Indiana Department of Correction** (the "State") and **Board of Commissioners and 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; Grant Funds. The purpose of this Grant Agreement is to enable the State to award a grant of \$4,134,300.00 (of which \$3,819,800.00 is allocated for Adult Community Corrections, \$0.00 is allocated for Jail Treatment, \$314,500.00 is allocated for Probation, \$0.00 is allocated for Prosecutors' Diversion, and \$0.00 is allocated for Court Recidivism Reduction Programs) to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits 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 and Reporting of 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.

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

1) Community Corrections Advisory Board

Grantee agrees to establish and maintain a Community Corrections Advisory Board (CCAB) pursuant to IC 11-12-2-3, 11-12-2-3.5, and this Grant Agreement. A Community Corrections Advisory Board shall:

(1) formulate: (A) the community corrections plan and the application for financial aid required by section 4 of this chapter; and (B) the forensic diversion program plan under IC 11-12-3.7; (2) observe and coordinate community corrections programs in the county; (3) make an annual report to the county fiscal body, county executive, or, in a county having a consolidated city, the city-county council, containing an evaluation of the effectiveness of programs receiving financial aid under this chapter and recommendations for improvement, modification, or discontinuance of these programs; (4) ensure that programs receiving financial aid under this chapter comply with the standards adopted by the department under section 5 of this chapter; and (5) recommend to the county executive or, in a county having a consolidated city, to the city-county council, the approval or disapproval of contracts with units of local government or nongovernmental agencies that desire to participate in the community corrections plan. Before recommending approval of a contract, the advisory board must determine that a program is capable of meeting the standards adopted by the department under section 5 of this chapter. (b) A community corrections advisory board shall do the following: (1) Adopt bylaws for the conduct of its own business. (2) Hold a regular meeting at least one (1) time every three (3) months and at other times as needed to conduct all necessary business. Dates of regular meetings shall be established at the first meeting of each year. (3) Comply with the public meeting and notice requirements under IC 5-14-1.5. (c) A community corrections advisory board may contain an office as designated by the county executive or, in a county having a consolidated city, by the city-county council. (d) Notwithstanding subsection (a)(4), the standards applied to a court alcohol and drug program or a problem solving court that provides services to a forensic diversion program under IC 11-12-3.7 must be the standards established under IC 12-23-14 or IC 33-23-16. Sec. 3.5. (a) The community corrections advisory board shall appoint a director of the community corrections program, subject to the approval of the county executive or, in a county having a consolidated city, by the city-county council. A director may be removed for cause by a majority vote of the community corrections advisory board, subject to the approval of the county executive or, in a county having a consolidated city, of the city-county council. (b) The community corrections advisory board may establish

personnel policies, procedures, and salary classification schedules for its employees. Employees of a community corrections program are county employees. The policies, procedures, and schedules established under this subsection may not be inconsistent with those established for other county employees.

2) Procedural Manual

Grantee agrees to comply with all policies as outlined within the *Procedural Manual*. The Department will notify all grantees of changes or revisions to the *Procedural Manual*. Grantees shall have thirty (30) days from the date the notification is issued to review and comply with said changes. If compliance with *Procedural Manual* 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.

3) Reporting

Grantee agrees to submit progress 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.

- Community Corrections shall provide data according to the Quarterly Resource Manual.
- Grant funded entities added a result of HEA 1006 shall report at minimum the proposed replacement data set forth in HB 1349.

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.

4) 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 and/or HEA 1006 Grant funds, from the 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.

5) Accounting: Non Co-mingling of Funds

Grantee shall establish a separate fund to be known as the "Community Corrections 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 Corrections Agency. 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. Grantee further agrees that Project income (i.e. user fees or other income derived from the operation of a Community Corrections Program funded by a state grant) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department in accordance with *Procedural Bulletin #17*. A separate fund shall be established for Project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

6) 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, awarded 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.).

7) 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.

8) 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 Community Corrections plan (as defined in IC §11-12-2-4)

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 Community Corrections agencies, grant payments shall be made payable to the Auditor of the county named as the fiscal contact for the grant.

9) 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.

10) 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.

11) Project Monitoring

Grantee agrees to allow Department to inspect its program activities and examine the records of the Community Corrections Fund, or of the fund created by an entity added as a result of HEA 1006, 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 costs by Project budget line item which are accrued yet unpaid, if any.\

12) Work Release Center and Jail Inspections

If a Work Release Center is operated, the facility must have an inspection completed by the Indiana Association of Community Correction Act Counties (IACCAC) Residential Advisory Committee, the Indiana Department of Correction, or an outside agency approved in advance by either the Department of Correction or the IACCAC Residential Advisory Committee to conduct inspections of such facilities. Inspections must be completed on a bi-annual basis at minimum. Grantee must forward an electronic copy of

the inspection report to the Department within forty-eight (48) hours of receiving it. If the inspection report requires that improvements or revisions be made to the program, facility, or any of the components thereof, a plan of correction must be submitted electronically to the Department within twenty-four (24) hours of submission to the agency performing the inspection. Documentation of and results from any follow-up inspections must be submitted electronically to the Department within forty-eight (48) hours of receipt by the Grantee.

13) 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

14) 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.

15) Property Rights

All fixed assets purchased with funds provided through this Grant Agreement or generated through Project income remain the property of the Community Corrections program or the grant funded entity added as a result of HEA 1006. 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 **July 01, 2017** and shall remain in effect through

June 30, 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.

1. A. The State shall fund this grant in the amount of **\$4,134,300.00** (of which **\$3,819,800.00** is allocated for **Adult Community Corrections**, **\$0.00** is allocated for **Jail Treatment**, **\$314,500.00** is allocated for **Probation**, **\$0.00** is allocated for **Prosecutors' Diversion**, and **\$0.00** is allocated for **Court Recidivism Reduction Programs**)

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/quarter] in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **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.

B. REMOVED BY AGREEMENT OF THE PARTIES.

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 (IDO.A). 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:

