



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, 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, April 5, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd 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.

"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, 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 GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. PROCLAMATION – IU WOMEN'S BASKETBALL DAY

4. MEETING RECESSED UNTIL 10:30 AM

5. DEPARTMENT UPDATES
Health – Lori Kelley

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

7. APPROVAL OF MINUTES
March 29, 2023

4

8. APPROVAL OF CLAIMS DOCKET
Accounts Payable – April 5, 2023
Payroll – April 6, 2023

9. REPORTS
None

10. NEW BUSINESS

A. EFFECT TV SERVICE AGREEMENT

12

Fund Name: Election
Fund Number: 1215
Amount: \$2,500
Presenter: Nicole Browne

This agreement with Effect TV will provide advertisement for the 2023 Primary Election.

B. CITY GLASS OF BLOOMINGTON, INC AGREEMENT

15

Fund Name: 2018 & 2019 GO Bond's
Fund Number: 4811 & 4812
Amount: \$36,500
Presenter: Richard Crider

During a recent storm rainwater entered the east side of the Justice Building through gaps around the window frames and emptied into courtrooms, office spaces and hallways. An inspection revealed that sealant has deteriorated and failed on and around the east windows. This request is to approve the proposal submitted by City Glass of Bloomington, Inc. to cut out caulking around glass, stone, and frames and then to apply new Dow 795 black caulking around 64 windows on the east side of the Justice Building.

C. DLZ, LLC AGREEMENT REGARDING INITIAL SITE, REVIEW, AND EVALUATION.

19

Fund Name: 2022 BAN Capital
Fund Number: 4816
Amount: Not to exceed \$10,000
Presenter: Jeff Cockerill

As the County continues to work for a functional and treatment-oriented Jail facility, determination of the proper site for the facility is necessary. No specific properties for this review have been identified. However, many options have been relayed to the County. The County Council approved a document that states that they recommend "a jail location as close to existing services as possible" and the size of the property has been discussed in CJRC meetings. It is anticipated that this agreement will allow for an in-depth review of up to four sites to determine what they can accommodate.

Again, no sites for review have been identified.

This is not an agreement to begin master planning of a site or jail design.

D. RATIFICATION OF VOCA GRANT

26

Fund Name: VOCA Grant
Fund Number: 8121
Grant Amount: \$129,002.43
Presenter: Beth Hamlin

This is a request for the ratification of signatures on the VOCA contract VOCA-2022-00047. This is a contract between the Prosecutor's Office, the Commissioners, and Indiana Criminal Justice Institute and was signed via DocuSign on or around December 9, 2022. Due to several issues at the time, I neglected to bring this contract forward to the Commissioners; however, the contract was in fact signed via DocuSign by all parties on or around December 9, 2022.

E. VOCA GRANT SUPPLEMENTAL

66

Fund Name: VOCA Grant

Fund Number: 8121

Grant Amount: \$3,915

Presenter: Beth Hamlin

This is a request for approval and signature of the grant agreement with Indiana Criminal Justice Institute for VOCA Supplemental funding under contract VOCA SUPP - 2022 - 00078. These funds are supplemental to the larger VOCA grant and are granted for the use of travel for three Victim Assistants to the National Center for Victims of Crime national conference, scheduled to take place in Boston, MA for the dates of September 6-8th, 2023.

F. INDOT FULLERTON PIKE PH III

106

Fund Name: Fullerton Pike

Fund Number: 8169

Amount: \$2,750,133

Presenter: Lisa Ridge

This agreement is for the construction of Fullerton Pike PH III Roadway and Bridge for the final connection from Rockport Road to the roundabout at Gordon Pike and Rogers Street. The project will go to letting in August/September 2023.

11. APPOINTMENTS

12. ANNOUNCEMENTS

13. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES

Wednesday, March 29, 2023, at 10:00 am

Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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1. CALL TO ORDER BY COMMISSIONER GITHENS **10:02 am**

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS **10:02 am**

3. PROCLAMATION-TRANSGENDER VISIBILITY DAY **10:03 am**

4. DEPARTMENT UPDATES **10:05 am**
Health – Lori Kelley

5. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) **10:06 am**

Efrat Rosser, Bloomington Township Trustee

6. APPROVAL OF MINUTES **10:10 am**
March 22, 2023

Thomas made motion to approve. Jones seconded.
Githens called a voice vote.
Motion carried 3-0.

7. APPROVAL OF CLAIMS DOCKET
Accounts Payable – March 29, 2023

10:10 am

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

8. REPORTS
Weights and Measures – February 16 – March 15, 2023

10:12 am

9. NEW BUSINESS

A. HEALTH SERVICES FEES CHAPTER 310 REVISION
Presenter: Lori Kelly and Michael Kuzemka

10:12 am

A regularly scheduled fee code review has been conducted. Proposed changes were presented and unanimously approved by the Board of Health on August 25, 2022.

Foods Fee Code Proposal includes recommending the addition of fees for re-inspection of retail food establishments that require more than 2 per-operational inspections prior to opening due to negligence. The foods division is also recommending offering a multiple farmers market license, which will provide a discount for those participating in multiple markets and decrease the need to complete multiple applications. This would allow vendors to participate in up to 3 markets with one license/fee. Attached is a recently completed market cost analysis.

The Board of Health is proposing to remove the real estate septic inspection services. Real estate inspections may be completed by private companies and can be time consuming. Removing this service will allow wastewater employees more time to focus on failing systems.

Vital Records Fee Code Proposal includes proposing to change to issuing standard size only for birth certificates. The fee will remain \$16.00. The Board of Health is proposing to increase the cost of home birth registration to \$53. The current fee of \$27 is half the price of other services, despite taking more staff time to complete. The average time needed to complete a home birth registration is 2.5 hours and requires, on average, \$53.38 in wages for staff.

Thomas made motion to approve. Jones seconded.

Thomas made motion to leave in place real estate septic inspection services upon further review, and fee remains at \$100.00. Jones seconded.

Thomas made motion to amend under seasonal establishments to an annual term, instead of nine-months, and change licensing fee to \$100 to cover one to three markets and \$200 to cover four to six markets. Jones seconded.

Jones made motion to change terminology from “Seasonal Establishment” to “License to participate in seasonal markets”. Thomas seconded.

Githens called a voice vote on all amendments.
Motion to amend carried 3-0.

No public comment.
Githens called a voice vote.
Motion carried 3-0.

- B. COMMERCIAL SERVICES OF BLOOMINGTON INC ON-CALL SERVICE AGREEMENT**
Fund Name(s): County General, Non-reverting Capital, and Non-reverting Operating
Fund Number(s): 1000, 1178, and 1179
Amount: Not to exceed \$10,000
Presenter: Kelli Witmer

10:28 am

On 03-22-23, the MCPR Board approved a service agreement with Commercial Service in the amount not to exceed \$10,000. Commercial Service will perform on-call heating, ventilation, air conditioning, and plumbing services. Service agreement expires on December 31, 2023.

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

- C. GO EXPRESS TRAVEL SERVICE AGREEMENT**
Fund Name(s): County General and Non-reverting Operating
Fund Number(s): 1000 and 1179
Amount: Not to exceed \$6,000
Presenter: Kelli Witmer

10:29 am

On 03-22-23, the MCPR Board approved a service agreement with Go Express Travel in the amount not to exceed \$6,000. Go Express Travel will provide transportation for recreational youth & adult trips. The MCPR Recreation Director will approve, in advance, each trip's destination and transportation fee. Service agreement expires on December 31, 2023.

Thomas made motion to approve. Jones seconded.
No public comment.
Githens called a voice vote.
Motion carried 3-0.

- D. IZZY'S RENTAL SERVICE AGREEMENT**
Fund Name(s): County General and Non-reverting Capital, and Non-reverting Operating
Fund Number(s): 1000, 1178, and 1179
Amount: Not to exceed \$3,000
Presenter: Kelli Witmer

10:31 am

On 03-22-23, the MCPR Board approved a service agreement with Izzy's Rental in the amount not to exceed \$3,000. Services performed include port-a-toilet pumping, blue water replacement, bleach rinsing, wiping down, stocking toilet paper, and saltwater brine in sub-freezing temperatures. Service agreement expires on April 1, 2024.

Thomas made motion to table this item until April 5, 2023, meeting. Jones seconded.

No public comment
Githens called a voice vote.
Motion to table carried 3-0.

E. BLEDSON RIGGERT COOPER AND JAMES ENGINEERING SERVICES AGREEMENT

10:31 am

Fund Name: American Rescue Plan Act (ARPA)

Fund Number: 8950

Amount: \$39,900

Presenter: Lisa Ridge

This agreement is for land surveying and civil engineering services for the Marlin Hills Drainage Infrastructure Improvement project. The purpose of the project is to improve the aging drainage infrastructure at Scenic Drive, Hillview Drive, and Woodridge Drive.

Thomas made motion to approve. Jones seconded.

No public comment.

Githens called a voice vote.

Motion carried 3-0.

10. APPOINTMENTS

10:33 am

None

11. ANNOUNCEMENTS

10:33 am

[Voter registration](#) ends April 3, 2023, for residents of Ellettsville and Bloomington. You may register online at www.in.gov/sos/elections, or call the Clerk's office, 812.349.2612 for more information.

[Absentee voting by mail](#) deadline is May 1, 2023.

[Early in person voting](#) begins April 4, 2023, at Election Central, 302 S. Walnut St, Bloomington, IN 47404.

Primary Election Day is Tuesday, May 2, 2023. Polls will be open 6:00 am – 6:00 pm

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th 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 for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

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

Thursday, April 6, 10am- 3pm

Friday, April 7, 1pm – 6pm

Thursday, May 11, 10am – 3pm

Friday, May 12, 1pm – 6pm

Wednesday, June 12, 10am – 3pm

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.

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 *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

12. ADJOURNMENT

10:37 am

The summary minutes of the March 29, 2023, Board of Commissioners meeting were approved on April 5, 2023.

Monroe County Commissioners

Ayes:

Nays:

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: DDM
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PROCLAMATION

TRANSGENDER VISIBILITY DAY

WHEREAS: Over 1.4 million people in the U.S. identify as transgender; and

WHEREAS: Transgender Day of Visibility is an international event dedicated to recognizing the resilience and accomplishments of the transgender community; and

WHEREAS: On this day, we seek to raise awareness about the struggles that transgender individuals face, and to advocate for their right to full equality, which they so rightfully deserve; and

WHEREAS: Members of the transgender community of Monroe County actively engage in every aspect of life in our community, yet they often face discrimination, harassment, and violence at rates much higher than cisgender community members; and

WHEREAS: This year alone, over 450 anti-LGBTQIA+ bills have been introduced across the country. We call upon the Indiana General Assembly to cease from creating legislation which discriminates against, and causes harm to, the transgender residents of our State; and

WHEREAS: Every single person deserves to live a true and authentic life, free from discrimination regardless of who they are or how they express themselves. Yet transgender and non-binary people continue to experience significant disparities, including negative mental health impacts, unemployment, homelessness, harassment, and bullying, and they are often victims of violence simply for being themselves; and

WHEREAS: As we celebrate International Transgender Day of Visibility, let us continue to celebrate transgender and non-binary individuals, allies, and community leaders. Together we can create a more equitable future for ourselves and for generations to come.

NOW, THEREFORE: We, the Monroe County Board of Commissioners proclaim March 31, 2023 as

TRANSGENDER VISIBILITY DAY

PROCLAIMED THIS TWENTY-NINTH DAY OF MARCH, TWO THOUSAND AND TWENTY-THREE.

THE MONROE COUNTY BOARD OF COMMISSIONERS

PENNY GITHENS

JULIE L. THOMAS

LEE JONES



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
Wednesday, March 29, 2023
Nat U. Hill Meeting Room - 3rd 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:

We are asking for Commissioner's approval and signatures on agreement with Effect TV-Comcast for the 2023 Primary Election advertisement. Total cost \$2500.00

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Clerk-Election"/>	<input type="text" value="1215-30006-0062"/>	<input type="text" value="\$2500.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Nicole Browne"/>	<input type="text" value="812-349-5004"/>

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

Attorney who reviewed:

Monroe County Clerk Early Voting 2023

Indianapolis Apr22 DMA Nielsen Live+7

Client:
Buyer:
Advertiser:
Product:

Lengths: 30
Dayparts: PS

Sched Dates: 04/03/23 - 05/07/23

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
2780, Bloomington IN										
	M-Tu 5a-9a M 6a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	0	\$2.00	0	\$0.00
		Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$2.00	12	\$24.00
		Various	4/4/23	4/30/23	30	1	4	\$3.00	4	\$12.00
		Various	4/4/23	4/30/23	30	2	4	\$4.00	8	\$32.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$2.00	1	\$2.00
		Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$2.00	8	\$16.00
		Various	4/4/23	4/30/23	30	0	0	\$6.00	0	\$0.00
		Various	4/4/23	4/30/23	30	1	4	\$7.00	4	\$28.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	1	\$5.00	2	\$10.00
		Various	5/1/23	5/2/23	30	0	1	\$5.00	2	\$10.00
		Various	5/1/23	5/1/23	30	0	1	\$5.00	1	\$5.00
		Various	4/4/23	4/30/23	30	2	4	\$5.00	8	\$40.00
		Various	4/4/23	4/30/23	30	2	4	\$4.00	12	\$48.00
		Various	4/4/23	4/30/23	30	1	4	\$8.00	4	\$32.00
		Various	4/4/23	4/30/23	30	2	4	\$10.00	8	\$80.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$3.00	1	\$3.00
		Various	4/4/23	4/30/23	30	0	0	\$3.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$3.00	12	\$36.00
		Various	4/4/23	4/30/23	30	0	0	\$9.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$11.00	8	\$88.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$5.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$5.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$5.00	1	\$5.00
		Various	4/4/23	4/30/23	30	0	0	\$5.00	0	\$0.00
		Various	4/4/23	4/30/23	30	3	4	\$5.00	15	\$75.00
		Various	4/4/23	4/30/23	30	0	0	\$11.00	0	\$0.00
		Various	4/4/23	4/30/23	30	0	0	\$14.00	0	\$0.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	0	\$3.00	0	\$0.00
		Various	4/4/23	4/30/23	30	0	0	\$3.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$2.00	12	\$24.00
		Various	4/4/23	4/30/23	30	0	0	\$9.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$11.00	8	\$88.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	1	\$19.00	2	\$38.00
		Various	5/1/23	5/2/23	30	0	1	\$19.00	2	\$38.00
		Various	5/1/23	5/1/23	30	0	1	\$19.00	1	\$19.00
		Various	4/4/23	4/30/23	30	2	4	\$19.00	8	\$152.00
		Various	4/4/23	4/30/23	30	2	4	\$15.00	12	\$180.00
		Various	4/4/23	4/30/23	30	1	4	\$30.00	4	\$120.00
		Various	4/4/23	4/30/23	30	2	4	\$33.00	8	\$264.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$2.00	1	\$2.00
		Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
		Various	4/4/23	4/30/23	30	4	4	\$2.00	20	\$40.00
		Various	4/4/23	4/30/23	30	1	4	\$4.00	4	\$16.00
		Various	4/4/23	4/30/23	30	2	4	\$8.00	8	\$64.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$7.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$7.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$7.00	1	\$7.00
		Various	4/4/23	4/30/23	30	0	0	\$7.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$6.00	12	\$72.00
		Various	4/4/23	4/30/23	30	1	4	\$15.00	4	\$60.00
		Various	4/4/23	4/30/23	30	2	4	\$19.00	8	\$152.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$3.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$3.00	1	\$3.00
		Various	4/4/23	4/30/23	30	0	0	\$3.00	0	\$0.00
		Various	4/4/23	4/30/23	30	2	4	\$3.00	8	\$24.00
		Various	4/4/23	4/30/23	30	1	4	\$10.00	4	\$40.00
		Various	4/4/23	4/30/23	30	1	4	\$12.00	4	\$48.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	1	\$2.00	1	\$2.00
		Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
		Various	4/4/23	4/30/23	30	3	4	\$2.00	16	\$32.00
		Various	4/4/23	4/30/23	30	1	4	\$6.00	4	\$24.00
		Various	4/4/23	4/30/23	30	2	4	\$7.00	8	\$56.00
	M-Tu 5a-9a M 5a-9a M 7p-12m M-Su 5a-9a M-Su 9a-4p M-Su 4p-7p M-Su 7p-12m	Various	5/2/23	5/2/23	30	0	1	\$3.00	2	\$6.00
		Various	5/1/23	5/2/23	30	0	1	\$3.00	2	\$6.00
		Various	5/1/23	5/1/23	30	0	1	\$3.00	1	\$3.00
		Various	4/4/23	4/30/23	30	2	4	\$3.00	8	\$24.00
		Various	4/4/23	4/30/23	30	2	4	\$3.00	12	\$36.00
		Various	4/4/23	4/30/23	30	1	4	\$6.00	4	\$24.00
		Various	4/4/23	4/30/23	30	2	4	\$8.00	8	\$64.00
	M-Tu 5a-9a M 5a-9a M 7p-12m	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
		Various	5/1/23	5/1/23	30	0	0	\$2.00	0	\$0.00

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Adjustments: Network Inseparability and Network Carriage have been factored into calculations.
Indianapolis Apr22 DMA Nielsen Live+7
Cable Zonas: COMCAST, Bloomington IN

Source Field Codes:
TP - Time Period

Monroe County Clerk Early Voting 2023

Indianapolis Apr22 DMA Nielsen Lvs+7

Client:

Buyer:

Advertiser:

Product:

Sched Dates: 04/03/23 - 05/07/23

Lengths: 30

Dayparts: PS

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
	M-Su 5a-8a	Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
	M-Su 8a-4p	Various	4/4/23	4/30/23	30	2	4	\$2.00	12	\$24.00
	M-Su 4p-7p	Various	4/4/23	4/30/23	30	1	4	\$4.00	4	\$16.00
	M-Su 7p-12m	Various	4/4/23	4/30/23	30	2	4	\$5.00	8	\$40.00
	M-Tu 5a-8a	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
	M 5a-8a	Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
	M 7p-12m	Various	5/1/23	5/1/23	30	0	1	\$2.00	1	\$2.00
	M-Su 5a-8a	Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
	M-Su 8a-4p	Various	4/4/23	4/30/23	30	2	4	\$2.00	12	\$24.00
	M-Su 4p-7p	Various	4/4/23	4/30/23	30	0	0	\$6.00	0	\$0.00
	M-Su 7p-12m	Various	4/4/23	4/30/23	30	2	4	\$7.00	8	\$56.00
	M-Tu 5a-9a	Various	5/2/23	5/2/23	30	0	0	\$2.00	0	\$0.00
	M 5a-9a	Various	5/1/23	5/2/23	30	0	0	\$2.00	0	\$0.00
	M 7p-12m	Various	5/1/23	5/1/23	30	0	0	\$2.00	0	\$0.00
	M-Su 5a-8a	Various	4/4/23	4/30/23	30	0	0	\$2.00	0	\$0.00
	M-Su 8a-4p	Various	4/4/23	4/30/23	30	3	4	\$2.00	16	\$32.00
	M-Su 4p-7p	Various	4/4/23	4/30/23	30	0	0	\$3.00	0	\$0.00
	M-Su 7p-12m	Various	4/4/23	4/30/23	30	2	4	\$4.00	8	\$32.00
Totals									378	\$2,600.00
Grand Totals									378	\$2,600.00

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Adjustments: Network Inseparability and Network Carriage have been factored into calculations.

Indianapolis Apr22 DMA Nielsen Lvs+7
 Cable Zones: CONCAST, Bloomington IN

Source Field Codes:

TP - Time Period

By signing below the undersigned represents that it is authorized to execute insertion orders or place advertising schedules on behalf of the above-named advertiser. The signatory also acknowledges the receipt of Effecty Terms and Conditions and that all insertion orders or schedules placed by or on behalf of Advertiser are subject to such Advertising Terms and Conditions located at:

<https://www.efilediv.com/legal/advertiser-terms-and-conditions>

Accepted and Agreed

Advertiser: _____

Name: _____

Title: _____

Authorized Acceptance: _____

Date: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

04/05/23

Formal

Work session

Department

Commissioners

Title to appear on Agenda:

Sealing Justice Building Windows
City Glass of Bloomington, Inc

Vendor #

000270

Executive Summary:

During a recent storm rainwater entered the east side of the Justice Building through gaps around the window frames and emptied into courtrooms, office spaces and hallways. An inspection revealed that sealant has deteriorated and failed on and around the east windows.

This request is to approve the proposal submitted by City Glass of Bloomington, Inc. to cut out caulking around glass, stone and frames and then to apply new Dow 795 black caulking around 64 windows on the east side of the Justice Building in the amount of \$36,500.

Fund Name(s):

Fund Number(s):

Amount(s)

\$36,500

Presenter:

Richard Crider

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

Richard Crider

812-803-6331

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

Attorney who reviewed:

ADDENDUM TO City Glass of Bloomington, Inc. AGREEMENT

1. **Worker's Compensation.** City Glass of Bloomington, Inc ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board or its employees.
4. **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, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board's Administrator.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the

Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. 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.

6. **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.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

City Glass of Bloomington, Inc
"Contractor"

Board of Commissioners of Monroe County
"Board"

by

Date _____

ATTEST: _____, 2023

Catherine Smith, Auditor

Exhibit A





Monroe County Board of Commissioners Agenda Request Form

Date to be heard

03/22/23

Formal

Work session

Department

Commissioners

Title to appear on Agenda:

Agreement with DLZ regarding Initial Site Review and Evaluation.

Vendor #

[Empty box for Vendor #]

Executive Summary:

As the County continues to work for a functional and treatment oriented Jail facility, determination of the proper site for the facility is necessary. No specific properties for this review have been identified. However, many options have been relayed to the County. The County Council approved a document that states that they recommend "a jail location as close to existing services as possible" and the size of the property has been discussed in CJRC meetings. It is anticipated that this agreement will allow for an in depth review of up to four sites to determine what they can accommodate.

Again, no sites for review have been identified.

This is not an agreement to begin master planning of a site or jail design.

Fund Name(s):

EDIT BAN-2022

Fund Number(s):

4816

Amount(s)

Not to exceed \$10,000

Presenter:

Jeff Cockerill

Speaker(s) for Zoom purposes:

Name(s)

[Empty box for Name(s)]

Phone Number(s)

[Empty box for Phone Number(s)]

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

Attorney who reviewed:

Cockerill, Jeff

ADDENDUM TO DLZ AGREEMENT

1. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor’s noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. 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.

2. **Harassment Policy:** Monroe County government, including the Board, does not tolerate sexual harassment by or of its officials, employees, agents, and independent contractors. The Board and contractor are aware of this policy/practice and agree to abide by it. If any officer, employee, agent or independent contractor (including its employees, etc.) experience any treatment or action that he or she believes constitutes sexual harassment, he or she agrees to immediately report the treatment or action to both the Monroe County Human Resources Administrator and the Board’s Administrator.

3. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

4. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

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

DLZ
“Contractor”

Board of Commissioners of Monroe County
“Board”

by

Date _____

ATTEST: _____, 2022

Catherine Smith, Auditor



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

March 30, 2023

Monroe County Board of Commissioners
C/O: Jeff Cockerill, Monroe County Attorney
Monroe County Courthouse
100 W Kirkwood Avenue
Bloomington, Indiana 47404

Re: Monroe County Justice Center Initial Site Review and Evaluation
DLZ Indiana, LLC On-Call Professional Services Letter Agreement Proposal

Dear Commissioners:

DLZ Indiana, LLC (DLZ) appreciates the opportunity to work with Monroe County on the Justice Center project. As requested, DLZ is pleased to submit this On-Call Professional Services Letter Agreement Proposal for the initial site review and evaluation of potential project sites.

SCOPE OF SERVICES

At the request of the Monroe County Board of Commissioners, DLZ will provide as needed Professional Architectural/ Engineering Services related to the initial review and evaluation of up to four (4) project sites to accommodate the new Monroe County Justice Center. A written summary of the findings will be developed.

Items to be reviewed and evaluated by the DLZ Team typically include the following items:

- Site location including, but not limited to: site aerial, number of acres, LiDAR topography, property lines, existing vegetation, soils survey and surrounding context as available through local GIS and state agencies.
- Zoning designation and applicable local ordinances for the site.
- Utility availability
- Utility capacity
- Review IDEM wetland maps and IDNR flood plain mapping
- Public transportation access
- Identify comparable building footprint on-site for graphic scale purpose including preferred building(s) location and orientation. Conceptual site development including grading, vehicular/pedestrian access circulation, plantings, etc. is not included.
- Review IDEM GIS environmental regulatory data online and review applicable IDEM virtual file cabinet records.
- Identification of karst features is limited to readily available online information.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Items not typically included in an initial site review and evaluation exercise include such things as topography and/or boundary survey, geotechnical investigation, on site environmental review, Phase I ESA that meets the ASTM E1527-21 standards, test pits, utility locates, detailed karst mapping or investigation, cost estimating, etc. Per the Owner's direction, these items can be added to the Scope of Services and the hourly not to exceed (NTE) fee will be adjusted accordingly.

PROFESSIONAL FEE

In consideration of the above Scope of Services, DLZ will be compensated in accordance with the attached Exhibit B - DLZ Standard Fee Structure – 2023 Engineering/Architectural, with an hourly not-to-exceed (NTE) fee of \$10,000.00, unless a modification of this Agreement is approved in writing by Monroe County. The hourly NTE fee equates to approximately 60 total hours. When/if the contract amount for this Agreement is approximately 75% expended, DLZ will notify Monroe County in writing and a Supplement to this Agreement will be discussed with an additional hourly NTE fee amount will be mutually agreed upon. Reference attached Exhibit B for hourly rate schedule and reimbursable expenses. Reimbursable expenses are in addition to the hourly NTE fee.

This proposal includes Professional Architectural/ Engineering Services related to an initial site evaluation of up to four (4) potential project sites. If after the initial site evaluations it is deemed necessary, or desired, to perform a more in-depth site evaluation of a select site(s), and at the request of the Commissioners, DLZ will forward a Supplement to this Agreement to provide Professional Services for a more in-depth site evaluation.

The Standard Terms and Conditions, as set forth in attached Exhibit A, are incorporated here into and made part of this Agreement, with the "Client" identified as Monroe County Board of Commissioners, Bloomington, Indiana. Invoices will be submitted on a monthly basis for actual services and hours provided.

SUMMARY

If you have any comments, please contact Scott Carnegie at 317.633.4120 or by email at scarnegie@dlz.com.

Respectfully submitted,
DLZ INDIANA, LLC

Laurie D. Johnson, PE
Vice President

Scott A. Carnegie, AAIA
Project Manager

Attachments:

Exhibit A DLZ Standard Terms and Conditions
Exhibit B DLZ Standard Fee Structure – 2023 Engineering/Architectural

Copy: Angie Purdie – Commissioners' Administrator
DLZ: EBR, KM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

APPROVED and ACCEPTED by Monroe County Board of Commissioners

Please sign below and return one copy to Scott A. Carnegie.

By: _____ Date: _____
Penny Githens, President
Monroe County Commissioner

By: _____ Date: _____
Julie Thomas, Vice President
Monroe County Commissioner

By: _____ Date: _____
Lee Jones
Monroe County Commissioner

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

**EXHIBIT B
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2023
ENGINEERING/ARCHITECTURAL**

Activity Code	Employee Classification	Hourly Rate
1/122	Officer / Principal Architect	\$280.00
49/49D	Division Manager/Director	\$265.00
50	Department Manager	\$240.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$157.50
80/217	Senior Project Manager / Project Manager II	\$230.00
21/216/237	Project Manager I / Group Manager	\$220.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$225.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$220.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$210.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$187.50
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$157.50
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$122.50
28	Designer I	\$117.50
472	Designer II	\$127.50
473/232	Designer III / Utility Coordinator	\$175.00
29	Technician	\$90.00
544	Technician IV	\$122.50
238	Right of Way Agent II	\$100.00
126/147	Construction Observer Manager /Administrator	\$167.50
152	Construction Observer	\$127.50
43	Clerical	\$75.00
430	Office Services Coordinator	\$112.50
06/A3	Intern / Apprentice	\$75.00

	Crew Classification	Hourly Rate
142/99	2 - person Topographic Survey Crew	\$270.00
142/99	2 – person Topographic Survey Crew (overtime)	\$335.00
336/127	1 – person Field Crew / Party Chief	\$162.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$225.00
GPS/339	1 – person GPS/RTK Field Crew	\$225.00
SCAN	HDS Laser / UAS Scanning Crew	\$325.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$112.50

Reimbursable Expenses	Rate
Mileage	\$0.655/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

04/05/23

Formal

Work session

Department

Prosecutor

Title to appear on Agenda:

Request for Ratification of VOCA Contract Signed 12/6/22

Vendor #

[Empty box for Vendor #]

Executive Summary:

This is a request for the ratification of signatures on the VOCA contract VOCA-2022-00047. This is a contract between the Prosecutor's Office, the Commissioners, and Indiana Criminal Justice Institute and was signed via DocuSign on or around December 9, 2022. Due to several issues at the time, I neglected to bring this contract forward to the Commissioners; however, the contract was in fact signed via DocuSign by all parties on or around December 9, 2022.

Fund Name(s):

VOCA Grant Fund

Fund Number(s):

8121

Amount(s)

\$129,002.43

Presenter:

Beth Hamlin

Speaker(s) for Zoom purposes:

Name(s)

Beth Hamlin

Phone Number(s)

[Empty box for Phone Number(s)]

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

Attorney who reviewed:

Molly Turner King

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 AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us



STATE OF INDIANA



Eric J. Holcomb, Governor
Devon McDonald, Executive Director

GRANT MANAGER'S MEMORANDUM: PROJECT SUMMARY	
This project is supported under 34 U.S.C. § 20103 (a) and (b) – OVC – VOCA Assistance	
PROJECT NUMBER(S): 2019-V2-GX-0014 [REDACTED] 2020-V2-GX-0011 \$ 129,002.43 15POVC-21-GG-00625-ASSI [REDACTED]	
1. STAFF CONTACT (Name & telephone number) Maggie Jones 317-234-6432	2. PROJECT DIRECTOR (Name, address, & telephone number) Beth Hamlin 301 N College Ave, Room 211 / Bloomington, IN 47404 812-349-2064
3. TITLE OF THE PROGRAM VOCA Victim Assistance 2022	4. TITLE OF THE PROJECT Monroe County Prosecutor Victim Assistance Program
5. NAME & ADDRESS OF SUBGRANTEE Monroe County Prosecutor's Office 301 N College Ave, Room 211 / Bloomington, IN 47404	6. SUBGRANTEE UNIQUE ENTITY ID (UEI) NR8WKTGZKCH7
7. PROGRAM PERIOD FROM: 10/1/2022 TO: 9/30/2024	8. BUDGET PERIOD FROM: 10/1/2022 TO: 9/30/2024
9. AMOUNT OF SUBAWARD \$129,002.43	10. DATE OF FEDERAL AWARD FY 19: Sept. 13, 2019; FY20: Sept. 17, 2020; FY21: Sept. 16, 2021
11. FEDERAL AWARD PROJECT DESCRIPTION This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are awarded by the State to local community-based organizations that provide direct services to crime victims.	
12. NAME OF FEDERAL AWARDOING AGENCY Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice	
13. CONTACT INFORMATION FOR AWARDOING OFFICIAL OF THE STATE Kim Lambert Division Director (317) 234-6123	14. ALN & NAME 16.575 Crime Victim Assistance
15. DESIGNATION OF RESEARCH & DEVELOPMENT Is this subaward funded for Research & Development? No	16. INDIRECT COST RATE FOR THE SUBAWARD N/A <input type="checkbox"/> Subgrantee elects de minimis rate of 10%

GRANT AGREEMENT

**VICTIMS OF CRIME ACT (VOCA)
CONTRACT # 0000000000000000000067787**

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State"), **Monroe County Prosecutor's Office** (the "Grantee"), and **Monroe County Auditor's Office** (the "Fiscal Agent") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$129,002.43** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are attached hereto and incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the federal special conditions found in **Exhibit C**, which are attached hereto and incorporated fully herein by reference.

This grant is made with funds from 34 U.S.C. § 20103 (a) and (b) and administered by the State pursuant to IC § 5-2-6-3. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

The Grantee acknowledges that funds awarded under this Grant Agreement shall be used exclusively in accordance with the provisions contained herein and in conformance with Catalog of Federal Domestic Assistance (CFDA) # 16.575 and Assistance Listing Number (ALN) # 16.575 requirements, including Special Conditions attached as **Exhibit C** to this Grant Agreement, as well as requirements of CFDA # 16.575 and ALN # 16.575 and applicable federal laws, rules, regulations and guidance, which are all incorporated fully herein by reference.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

23-0015

FUNDING SOURCE:

**Program Name per Catalog of Federal Domestic Assistance and
Assistance Listing:
Crime Victim Assistance**

CFDA # 16.575 & ALN # 16.575

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 or any grant-related documentation submitted to the State.

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. The Grantee understands and agrees that it must notify the State immediately if it becomes debarred or suspended by any federal or state department or agency.

C. The Grantee certifies by entering into this Grant Agreement, to the best of its knowledge and belief that the Grantee has complied with 31 U.S.C §1352, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form – LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The Grantee agrees by signing this Grant Agreement that it shall require the language of this certification be included in any lower tier sub-contracts, which exceed

\$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. Neither the Grantee nor the subgrantee may satisfy such a fine with funds from this grant or any federal funds.

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 or Project Budget 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 or quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee shall submit a quarterly PMT report to the State within thirty (30) days of the end of each quarter. Failure to submit this report in a timely fashion may be considered a material breach.

4. Term. This Grant Agreement commences on **October 1, 2022** and shall remain in effect through **September 30, 2024**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$129,002.43**. The approved Project Budget is set forth as Exhibit B 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.

C. The Grantee may not move funds between Years 1 and 2 of the Grant Agreement. Funds budgeted for use in Year 1 (October 1, 2022, through September 30, 2023) of the grant term must be expended during Year 1 and will be deobligated and unavailable for use in Year 2 (October 1, 2023, through September 30, 2024) if they remain unspent at the conclusion of Year 1.

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 20 calendar days following the end of the month or 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 20 calendar days following the end of the month/quarter in which the services were provided. All final claims and reports must be submitted to the State within 30 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 or quarterly basis. The frequency of the claims shall be determined at the onset of the grant and shall maintain consistent throughout the life of the grant. 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. Supporting documentation includes, but is not limited to, cancelled checks, receipts, time sheets, pay stubs, etc. 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 three (3) years 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 B** 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 in a form requested by the State, at no cost to the State.

B. The Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.331. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

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 in accordance 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/erfa_2016.pdf. The E-1 entity annual financial report will be used to determine audit requirements for non-governmental units under IC § 5-11-1-9. The Grantee should use the information in **Exhibit D** as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA and ALN number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested.

This annual report is not to be confused with the periodic filing of the Indiana Secretary of State’s Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

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.

H. All equipment purchased under this Grant Agreement must be purchased within the first six (6) months of the term of this Grant Agreement, or unless otherwise specifically permitted by the State.

I. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

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 recoupments 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 3.3 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. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled and the State has no further obligations under this Grant Agreement.

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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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 Omnibus Crime Control and Safe Streets Act of 1968, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Victims of Crime 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 covenants that it shall not discriminate against any individual based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity as outlined in the Violence Against Women Act Reauthorization Act of 2013.

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 shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Criminal Justice Institute
Attn: Maggie Jones
402 W. Washington St., Room W469
Indianapolis, IN 46204
Email: magjones@cji.in.gov

B. Notices to the Grantee shall be sent to:

Monroe County Prosecutor's Office
Attn: Erika Oliphant
301 N College Ave, Room 211
Bloomington, IN 47404
Email: eoliphant@co.monroe.in.us

C. Notices to the Fiscal Agent shall be sent to:

Monroe County Auditor's Office
Attn: Catherine Smith
100 W Kirkwood Ave
Bloomington, IN 47404
Email: csmith@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) requirements imposed by applicable federal law or state law or other controlling document described in paragraph 24, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. The foregoing documents are incorporated fully by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and 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 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.

C. Failure to timely report grant progress pursuant to Clause 3 of this Grant Agreement may, at the discretion of the State, be considered a material breach. If the material breach is not cured to the satisfaction of the State, the State may suspend the Grantee's funding under this Grant Agreement and the remaining grant funds will be de-obligated.

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. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as the **Special Conditions** outlined in **Exhibit C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. [Omitted – Not Applicable].

26. Criminal Background Verifications. The Grantee shall conduct criminal background verifications concerning any individual who has direct contact with members of a vulnerable population, including but not limited to employees, contractors, or volunteers. The Grantee must conduct these criminal background verifications prior to the initiation of the employment or contractual onset and (at a minimum) biennially. The State will examine criminal background verifications as part of its monitoring and compliance visits.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate clauses (as defined in the *2022 OAG/IDOA Professional Services Contract Manual or the 2022 SCM Template*) in any way except for the following clauses which are named below:

- Clause 1: Modified.
- Clause 2: Modified.
- Clause 3: Modified.
- Clause 6: Modified.
- Clause 7: Modified.
- Clause 8: Modified.
- Clause 9: Modified.
- Clause 13: Modified.
- Clause 17: Modified.
- Clause 18: Modified.
- Clause 19: Modified.
- Clause 21: Modified.
- Clause 25: Omitted.
- Clause 26: Added.
- Clause 27: Renumbered, originally clause 26.

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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

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.

[SIGNATURES ON NEXT PAGE OF GRANT AGREEMENT]

Monroe County Prosecutor's Office

DocuSigned by:
By: Erika Oliphant
4B3BF619E5E249E...

Erika Oliphant Prosecuting Attorney
Printed Name and Title

Date: 12/9/2022 | 09:52 EST

Indiana Criminal Justice Institute

DocuSigned by:
By: Devon Wayne McDonald - 032
115D65135C944B7...

Devon McDonald, Executive Director

Date: 12/9/2022 | 15:59 EST

Monroe County Auditor's Office

DocuSigned by:
By: Catherine Smith
2F3895F4B94F47E...

Catherine Smith Auditor
Printed Name and Title

Date: 12/9/2022 | 13:29 EST

Approved by:

Indiana Department of Administration

By: _____ (for)

Rebecca Holwerda, Commissioner

Date: _____

Approved by:

State Budget Agency

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

**Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on June 22, 2022.**

FA 22-28

This document prepared and reviewed by:

DocuSigned by:
Jon McDonald - 00032

Jon McDonald, Attorney No. 27246-49
Deputy General Counsel
Indiana Criminal Justice Institute

Document Approval Status

Document Approval Status

SetID STIND
Supplier MONROE COUNTY

Contract ID 000000000000000000067787

▼ Review/Edit Approvers

Agency Fiscal Approval

▼ STIND/000000000000000000067787:Approved
Agency Fiscal Approval
Approved
✓ Strevels, Sarah-00032 Agency Fiscal Approval for SCM 12/13/22 - 10:07 AM

IDOA Approval

▼ STIND/000000000000000000067787:Approved
IDOA Legal Approval
Approved
✓ Redding, Sandra-061-Procq IDOA Legal Approval for SCM 12/22/22 - 7:04 AM

SBA Approval

▼ STIND/000000000000000000067787:Approved
SBA Approval
Approved

2022 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2022-00047

Version Date: 09/30/2022 15:12:16

Problem Statement & Analysis

1. Please provide a clear and succinct summary of the problem to be addressed by this program. Your Problem Statement should be no more than one or two sentences.

Victimization is traumatic. The MCPO Victim Assistance Program is the only agency locally that provides assistance to crime victims as they navigate the legal system and is often the first agency contacted that can make referrals to social service agencies that help victims rebuild their lives.

2. Please document the severity of the problem. Describe how the problem was discovered and the impact the problem has on the community. You must include any data as it is related to the nature of the local problem, compare to the problem statewide, include local trend data, and how the proposed program will assist in meeting community goals.

The proposed program will serve victims of crimes committed in Monroe County, regardless of victims' residence. The 2020 census documents Monroe County as a semi-rural county of 139,719 residents. Bloomington, the largest city in the county, is home to Indiana University, with more than 48,952 enrollees, and Ivy Tech Community College, with approximately 6,500 enrollees. Surrounded by Brown, Lawrence, Greene, Owen, and Morgan counties, Monroe County accounts for ~43% of the total population of the contiguous six county area. According to US Department of Justice's Criminal Victimization Bulletin, 2018 (December, 2017, NCJ251150) individuals 18-24 years of age have a rate of victimization of 35.2 per 1000 (www.cjijdp.gov/ojstatbb/victims/qa02801.asp?qaDate=2018). This is the age range with nearly the highest rate of victimization, second only to age 25-34 which has a rate of 31.8 per 1000. Per the 2020 census, Monroe County has much higher than average population of 18-24 year olds as compared to the rest of the state. The census (Stats.Indiana.Edu) indicates 25.7% of the total Monroe County population is 18-24; as compared to the percentage across the state of Hoosiers 18-24 at 8.7%. Based on these facts, it is appropriate to conclude that Monroe County has a higher than average number of crime victims as compared to the rest of the state. The need for victim services in Monroe County is real. Monroe County is home to more than twice the average population of the age group with one of the highest rates of victimization. This statistical anomaly is due in large part to the student population residing in Monroe County. Due to the confidentiality surrounding the treatment of victim information within the criminal justice system, the Victim Assistance Program (VAP) within the Monroe County Prosecutor Office (MCPO) is the only program positioned to provide these victim services.

Crimes of violence exact a toll on victims, who may wait months - sometimes years - for justice from the legal system. Victims need resources and referrals to mitigate the immediate consequences of crime and to help cope with the long term consequences. They need to be informed of their rights as victims, and deserve to meet with someone within the criminal justice system who understands their unique needs as individuals and as victims of crime. They need a competent, compassionate, and timely response to their questions and concerns. Child victims need to have their testifying experience be as child appropriate and secure as possible. All victims, often saddled with grief about the crime and frustration toward the pace of the criminal justice system deserve someone who will help them obtain services, encourage them to participate in the process, and keep them informed about the case.

MCPO's VAP is the only program providing victim services within the criminal justice system, empowering victims to participate, advocating for their rights, and acting as a liaison between the prosecuting attorney handling the case and the victim. The VAP plays an important public safety role in the community. Victims who are supported and feel empowered to participate in the criminal justice system improve the chances for successful prosecution, thereby increasing community safety and well-being. In short, victims experience justice and offenders are held accountable.

3. How will the proposed program alleviate the stated problem?

Victimization is traumatic. Empowerment is perhaps the most effective means by which to alleviate that trauma. Crime victims are empowered when they understand how the State is handling their case, how the system works, what their rights are, how and when they can participate in the criminal justice process, and whom they can contact with questions. The Victim Assistance Program (VAP) is this point of contact for crime victims. Deputy Prosecuting Attorneys (DPA) are not available to connect consistently throughout the case with victims in their caseload. VAP specializes in understanding and providing services for the unique needs of crime victims. Often, before charging decisions are made, the DPA requests that VAP contact the victim for input pertaining to the case. Victims benefit from knowing the status of the case and that the Monroe County Prosecutor's Office (MCPO) seeks their input. They benefit from learning that MCPO balances this input with its obligation to uphold the law, and that MCPO is ultimately responsible for all charging decisions. Victims of domestic violence, for example, frequently share their relief that they are not responsible for 'pressing' or 'dropping' charges: the State files charges - it is 'out of their hands'. For cases not proceeding to criminal court, VAP may work with victims to explore options, make safety plans, and/or make referrals for emergency assistance and other remedies. Once criminal charges are filed, VAP attempts to contact all crime victims and share with them the VAP

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Problem Statement & Analysis

services and victim rights. VAP anticipates that victims will have questions and makes time to talk with them, correspond via email, and/or meet in person with each Interested Individual. VAP informs victims of charging decisions and explains court proceedings as well as next steps for the case. VAP communicates the victim's wishes and concerns to the prosecutor handling the case and arranges for victim meetings with the prosecutor as needed. VAP may identify other needs that cannot be addressed through the justice system alone. VAP is well connected with community social service providers and maintains working and collaborative relationships with these providers. VAP is able to make appropriate referrals for victims. As cases progress, victims may be subpoenaed to testify. VAP works to schedule mandated appearances as conveniently as possible for victims. VAP works to ensure that potential barriers to victims' participation, such as lost wages, transportation difficulties, language barriers, and dependent care, are identified and resolved. Additionally, VAP works closely with the DPA, arranging joint meetings with the victim, communicating victim wishes to the DPA, and working with the DPA to prepare victims to testify in court. VAP assists in determining restitution requests for Victim Crime and Compensation Fund applications. As cases near disposition, VAP determines the victim's desire to make a 'victim impact statement' and helps the victim with the process. VAP keeps victims informed of scheduling for trials. VAP also secures accommodations for victims' special needs/comfort while testifying, such as: permission for a child's security item in the court room, interpreter, accommodations for disabilities, and practice 'taking the stand'. In cases resolved through plea agreements, VAP assists the deputy prosecuting attorney in communicating the terms and helps ascertain the victim's comfort with the agreement. VAP provides disposition status and additional relevant contact information when cases close.

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Goals, Objectives, & Outcomes

1. Provide the program's goal. The goal should be general, realistic, focused on what we will ultimately achieve, consistent with overall mission/purpose of agency.

Hint: The goal should directly address the problem identified in the Problem Statement.

Example: The Indiana Criminal Justice Institute (ICJI) will provide data driven evidence-based/best practice program funding to regions of Indiana with the most financial and programmatic disparities.

The goal of this project is to make timely contact with and provide information pertaining to victim rights to 100% of crime victims, (making subsequent contacts as per statute and staffing availability); to develop professionally by having all Victim Assistants (VAs) attend at least one in service training per quarter (as schedules permit) and to continue to increase the percentage of satisfaction survey responses received with those responses showing a minimum 85% rate of satisfaction on average (reduced based on reduction in funding).

2. Provide objectives that measure progress toward achieving the goal.

Hint: Objectives are the steps needed to achieve goals. Objectives should be concrete, action-oriented, measurable and Specific, Measurable, Achievable, Realistic, Timely (SMART).

Example: The ICJI will provide an increase of 30% of victim-related funding to areas possessing less than one shelter per 20 sq. miles.

1) All victims required by statute, and as many non-statutorily required victims as possible given funding, will be mailed information by Victim Assistance (VA) which will include a copy of their rights as victims of crime. All attempts will be made to reach out to victims of violent crimes within 5 days of report being received, if staffing allows.

2) VA staff will enhance knowledge by attending at least one in service training per quarter, as schedules permit.

3) VA satisfaction surveys will be sent to a minimum of 90% of victims for whom we have an email address (unless victim has specifically asked for no further contact), and responses will show a minimum average of 85% satisfaction rate with VA services received.

3. Provide at least 1 Outcome for EACH stated objective (outcomes quantitatively measure program impact).

Hint: Outcomes measure objectives and are criteria for how the program is deemed to be effective.

Example: During exit interviews/surveys, victims completing our program will report feeling safer and can list five new ways to keep safe.

1) a. Funding for a portion of salary for 4 full time VA staff will be retained (33.25% VA Director; 33.27% Victim Assistants)

b. A victim notification letter and a detail of victim rights will be mailed to every crime victim, with follow up contact made as statutorily required as funding allows. Attempts will be made (as funding allows) for victims of violent crimes to have these notifications mailed within 5 business days of criminal charges being filed.

c. Follow up contacts and support will be provided per statute, at a minimum, and as requested by victim as staffing allows.

2) a. 100% of VAs will attend in-service training once per quarter with a service provider or agency that can provide VAs with tools to improve service (as schedules allow).

b. VA program will maintain a list of current referral sources.

3) a. VA staff will attempt to secure email address for 100% of victims

b. VA staff will email satisfaction surveys to at least 90% of non-institutional victims for whom an email address is obtained.

c. At least 85% (average) of surveys returned will indicate satisfaction with services provided.

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2022 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2022-00047

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Budget Summary

TOTAL BUDGET BY CATEGORY

<u>Budget Category</u>	<u>Amount</u>
Personnel	\$129,002.43
Employee Benefits	\$0
Travel (Including Travel)	\$0
Equipment	\$0
Supplies & Operating Expenses	\$0
Consultants & Contractors	\$0
TOTAL	\$129,002.43

TOTAL BUDGET BY FUND SOURCE

<u>Fund Source</u>	<u>Amount</u>	<u>Percent</u>
Grant	\$129,002.43	100.00%
Match	\$0	0.00%
TOTAL	\$129,002.43	100.00%

PROGRAM INCOME

Program Income

Approved Award Amount:

Program/Grant Manager:

09/30/2022

2022 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2022-00047

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Personnel

What type of personnel do you wish to enter?

- Salaried
- Hourly
- Law Enforcement Pool
- Pool
- Volunteer

SALARIED

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Annual Salary</u>	<u>Percentage</u>	<u>Cost</u>
Victim Assistance Director	VA Director SAL 10/1/22 to 9/30/23 Teresa Deckard 10/1/22 to current	Grant	Full-time	\$52,659.95	30.01%	\$15,803.25
Victim Assistant	VA 1 10/1/22 to 9/30/23 Cheryl Gafken 10/1/22 to current	Grant	Full-time	\$47,353.60	33.37%	\$15,801.90
Victim Assistant	VA 2 10/1/22 to 9/30/23 Dawn Van Pelt 10/1/22 to current	Grant	Full-time	\$47,353.60	33.37%	\$15,801.90
Victim Assistant DV Specialist	VA 3 DV 10/1/22 to 9/30/23 Jessi Hollingsworth Swiger 10/1/22 to current	Grant	Full-time	\$44,369.85	35.62%	\$15,804.54
Victim Assistance Director	VA Director 10/1/23 to 9/30/24 Teresa Deckard 10/1/22 to current	Grant	Full-time	\$57,748.80	28.48%	\$16,446.80
Victim Assistant	VA 1 10/1/23 to 9/30/24 Cheryl Gafken 10/1/22 to current	Grant	Full-time	\$50,786.20	32.38%	\$16,447.81
Victim Assistant	VA 2 10/1/23 to 9/30/24 Dawn Van Pelt 10/1/22 to current	Grant	Full-time	\$50,786.20	32.38%	\$16,447.81
Victim Assistant DV Specialist	VA 3 DV 10/1/23 to 9/30/24 Jessi Hollingsworth Swiger 10/1/22 to current	Grant	Full-time	\$47,593.80	34.56%	\$16,448.42
						\$0
						\$0
						\$0
						\$0

09/30/2022

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Exhibit C
VOCA Special Conditions

1. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

2. Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equals opportunity standards.

3. Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

4. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulations, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer),

they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. 11182(b); and VAWA, as amended, 34 U.S.C. 1229(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

5. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

6. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. 42.204(c), 205(c)(5)).

7. Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see

<https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

8. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

9. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

10. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 24, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

14. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are

to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the State in writing of the potential duplication, and, if so requested by the State, must seek a budget-modification or change-of-project-scope project modification request (PMR) to eliminate any inappropriate duplication of funding.

15. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

16. Employment eligibility verification for hiring under the award

- I. The recipient (and any subrecipient at any tier) must –
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both –
 - (1) This award requirement for verification of employment eligibility, and
 - (2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

17. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any “subrecipient” at any tier) must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. All subawards (“subgrants”) must have specific federal authorization

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards (“subgrants”) must have specific federal authorization) and are incorporated by reference here.

19. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that –for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if the contract would exceed \$250,000)) and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designated to ensure compliance with this condition.

4. Rules of construction

- A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project or activity (or to provide such goods or services) in future.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to

trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

22. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or any associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

24. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

25. OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient (“subgrantee”) at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgranteeshtm>.

26. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from subrecipient audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

27. Potential imposition of additional requirements

The recipient or any subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain "education programs."

30. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

31. Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

32. Compliance with general appropriations-law restrictions on the use of federal funds

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various general provisions in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

33. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by — (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

34. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both –

a. it represents that –

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontracted under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by the entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

35. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

36. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

37. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@oip.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

38. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

39. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the condition of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) Be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

- b) Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

40. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

41. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

42. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et. seq.*) and other related Federal laws (including the National Historical Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through a subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

43. FFATA reporting: Subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, and its reporting requirements, does not apply to –(1) an award of less than \$25,000, or (2) grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" – Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

45. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in accessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

46. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceeds to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

47. The recipient agrees that it will not make any subawards to State, local, college or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj/SafePolicingEO>.

EXHIBIT D – 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.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.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 email address.
- 2) A tutorial on completing Form E-1 online is available at 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

04/05/23

Formal

Work session

Department

Prosecutor

Title to appear on Agenda:

Request for Approval and Signature of
VOCA Supplemental Grant

Vendor #

Executive Summary:

This is a request for approval and signature of the grant agreement with Indiana Criminal Justice Institute for VOCA Supplemental funding under contract VOCA SUPP - 2022 - 00078. These funds are supplemental to the larger VOCA grant, and are granted for the use of travel for three Victim Assistants to the National Center for Victims of Crime national conference, scheduled to take place in Boston, MA for the dates of September 6-8th, 2023.

Fund Name(s):

VOCA Grant Fund

Fund Number(s):

8121

Amount(s)

\$3915

Presenter:

Beth Hamlin

Speaker(s) for Zoom purposes:

Name(s)

Beth Hamlin

Phone Number(s)

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

Attorney who reviewed:

Cockerill, Jeff

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 AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

GRANT AGREEMENT
VICTIMS OF CRIME ACT (VOCA) SUPPLEMENTAL

CONTRACT # 000000000000000000071160

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State"), **Monroe County Prosecutor's Office** (the "Grantee"), and the **Monroe County Auditor's Office** (the "Fiscal Agent") 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 **\$3,915.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are attached hereto and incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the federal special conditions found in **Exhibit C**, which are attached hereto and incorporated fully herein by reference.

This grant is made with funds from 34 U.S.C. § 20103 (a) and (b) and administered by the State pursuant to IC § 5-2-6-3. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

The Grantee acknowledges that funds awarded under this Grant Agreement shall be used exclusively in accordance with the provisions contained herein and in conformance with Catalog of Federal Domestic Assistance (CFDA) # 16.575 and Assistance Listing Number (ALN) # 16.575 requirements, including Special Conditions attached as **Exhibit C** to this Grant Agreement, as well as requirements of CFDA # 16.575 and ALN # 16.575 and applicable federal laws, rules, regulations and guidance, which are all incorporated fully herein by reference.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

FUNDING SOURCE:

**Program Name per Catalog of Federal Domestic Assistance and
Assistance Listing:
Crime Victim Assistance**

CFDA # 16.575 & ALN # 16.575

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 or any grant-related documentation submitted to the State.

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. The Grantee understands and agrees that it must notify the State immediately if it becomes debarred or suspended by any federal or state department or agency.

C. The Grantee certifies by entering into this Grant Agreement, to the best of its knowledge and belief that the Grantee has complied with 31 U.S.C §1352, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form - LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The Grantee agrees by signing this Grant Agreement that it shall require the language of this certification be included in any lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. Neither the Grantee nor the subgrantee may satisfy such a fine with funds from this grant or any federal funds.

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 or Project Budget 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 or quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee shall submit a quarterly PMT report to the State within thirty (30) days of the end of each quarter. Failure to submit this report in a timely fashion may be considered a material breach.

4. Term. This Grant Agreement commences on **October 1, 2022** and shall remain in effect through **September 30, 2023**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and as permitted by the state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$3,915.00**. The approved Project Budget is set forth as **Exhibit B** 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 **20** calendar days following the end of the month or 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 **20** calendar days following the end of the month/quarter in which the services were provided. All final claims and reports must be submitted to the State within **30** 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 or quarterly basis. The frequency of the claims shall be determined at the onset of the grant and shall maintain consistent throughout the life of the grant. 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. Supporting documentation includes, but is not limited to, cancelled checks, receipts, time sheets, pay stubs, etc. 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 three (3) years 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 B** 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 in a form requested by the State, at no cost to the State.

B. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

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 in accordance 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/erfa_2016.pdf. The E-1 entity annual financial report will be used to determine audit requirements for non-governmental units under IC § 5-11-1-9. The Grantee should use the information in **Exhibit D** as a guide to complete this annual financial report. Specifically the source of the funds; the formal federal grant program name and CFDA and ALN number if applicable; and classification of the funding as fee for service or not is documented here. All grant documentation should be retained and made available to the State Board of Accounts if and when requested.

This annual report is not to be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@shoa.in.gov.

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.

H. All equipment purchased under this Grant Agreement must be purchased within the first six (6) months of the term of this Grant Agreement, or unless otherwise specifically permitted by the State.

I. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

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 recoupments 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 3.3 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. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled and the State has no further obligations under this Grant Agreement.

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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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 Omnibus Crime Control and Safe Streets Act of 1968, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Victims of Crime 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 covenants that it shall not discriminate against any individual based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity as outlined in the Violence Against Women Act Reauthorization Act of 2013.

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 shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to: (Include contact name and/or title, name of agency & address)

Indiana Criminal Justice Institute
Attn: Henry Barnes, Grant Manager
402 W. Washington St., Room W469
Indianapolis, IN 46204
Email: hbarnes@cji.in.gov

- B. Notices to the Grantee shall be sent to:

Monroe County Prosecutor's Office
Attn: Erika Oliphant – Prosecutor
301 N College Ave, Room 211
Bloomington, IN 47404
Email: eoliphant@co.monroe.in.us

- C. Notices to the Fiscal Agent shall be sent to:

Monroe County Auditor's Office
Attn: Catherine Smith – Auditor
100 W Kirkwood Ave
Bloomington, IN 47404
Email: csmith@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) requirements imposed by applicable federal law or state law or other controlling document described in paragraph 24, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. The foregoing documents are incorporated fully by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and 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 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.

C. Failure to timely report grant progress pursuant to Clause 3 of this Grant Agreement may, at the discretion of the State, be considered a material breach. If the material breach is not cured to the satisfaction of the State, the State may suspend the Grantee's funding under this Grant Agreement and the remaining grant funds will be de-obligated.

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. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as the **Special Conditions** outlined in **Exhibit C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separate ness" of the Parties. [Omitted – Not Applicable].

26. Criminal Background Verifications. The Grantee shall conduct criminal background verifications concerning any individual who has direct contact with members of a vulnerable population, including but not limited to employees, contractors, or volunteers. The Grantee must conduct these criminal background verifications prior to the initiation of the employment or contractual onset and (at a minimum) biennially. The State will examine criminal background verifications as part of its monitoring and compliance visits.

27. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2022 OAG/IDOA Professional Services Contract Manual* or the *2022 SCM Template*) in any way except for the following clauses which are named below:

- Clause 1: Modified.
- Clause 2: Modified.
- Clause 3: Modified.
- Clause 6: Modified.
- Clause 7: Modified.
- Clause 8: Modified.
- Clause 9: Modified.
- Clause 13: Modified.
- Clause 17: Modified.
- Clause 18: Modified.
- Clause 19: Modified.
- Clause 21: Modified.

Clause 25: Omitted.

Clause 26: Added.

Clause 27: Renumbered, originally clause 26.

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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/e/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

In Witness Whereof, the Grantee, the Fiscal Agent, 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.

[SIGNATURES ON NEXT PAGE OF GRANT AGREEMENT]

Monroe County Prosecutor's Office

Indiana Criminal Justice Institute

By: Erika Oliphant

By: _____

Erika Oliphant Prosecuting Attorney

Devon McDonald, Executive Director

Printed Name and Title

Date: 2/27/2023 | 13:02 EST

Date: _____

Monroe County Auditor's Office

Approved by:
Indiana Department of Administration

By: _____

By: _____ (for)

Catherine Smith Auditor

Rebecca Holwerda, Commissioner

Printed Name and Title

Date: _____

Date: _____

Monroe County Commissioner's Office

Approved by:

Penny Githens
President of the Board of Commissioners

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

This document prepared and reviewed by:

(for)
Theodore E. Rokita, Attorney General

Jon McDonald, Attorney No. 27246-49
Deputy General Counsel
Indiana Criminal Justice Institute

Date: _____

**Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on December 20, 2022.
FA 22-80**

Exhibit A

2022 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2022-00047

Version Date: 09/30/2022 15:12:16

Problem Statement & Analysis

1. Please provide a clear and succinct summary of the problem to be addressed by this program. Your Problem Statement should be no more than one or two sentences.

Victimization is traumatic. The MCPO Victim Assistance Program is the only agency locally that provides assistance to crime victims as they navigate the legal system and is often the first agency contacted that can make referrals to social service agencies that help victims rebuild their lives.

2. Please document the severity of the problem. Describe how the problem was discovered and the impact the problem has on the community. You must include any data as it is related to the nature of the local problem, compare to the problem statewide, include local trend data, and how the proposed program will assist in meeting community goals.

The proposed program will serve victims of crimes committed in Monroe County, regardless of victims' residence. The 2020 census documents Monroe County as a semi-rural county of 139,719 residents. Bloomington, the largest city in the county, is home to Indiana University, with more than 48,952 enrollees, and Ivy Tech Community College, with approximately 6,500 enrollees. Surrounded by Brown, Lawrence, Greene, Owen, and Morgan counties, Monroe County accounts for ~43% of the total population of the contiguous six county area. According to US Department of Justice's Criminal Victimization Bulletin, 2016 (December, 2017, NCJ251150) individuals 18-24 years of age have a rate of victimization of 35.2 per 1000 (www.ojdp.gov/ojstatbb/victims/qa02601.asp?qaDate=2018). This is the age range with nearly the highest rate of victimization, second only to age 25-34 which has a rate of 31.8 per 1000. Per the 2020 census, Monroe County has much higher than average population of 18-24 year olds as compared to the rest of the state. The census (Stats.Indiana.Edu) indicates 25.7% of the total Monroe County population is 18-24; as compared to the percentage across the state of Hoosiers 18-24 at 9.7%. Based on these facts, it is appropriate to conclude that Monroe County has a higher than average number of crime victims as compared to the rest of the state. The need for victim services in Monroe County is real. Monroe County is home to more than twice the average population of the age group with one of the highest rates of victimization. This statistical anomaly is due in large part to the student population residing in Monroe County. Due to the confidentiality surrounding the treatment of victim information within the criminal justice system, the Victim Assistance Program (VAP) within the Monroe County Prosecutor Office (MCPO) is the only program positioned to provide these victim services.

Crimes of violence exact a toll on victims, who may wait months - sometimes years - for justice from the legal system. Victims need resources and referrals to mitigate the immediate consequences of crime and to help cope with the long term consequences. They need to be informed of their rights as victims, and deserve to meet with someone within the criminal justice system who understands their unique needs as individuals and as victims of crime. They need a competent, compassionate, and timely response to their questions and concerns. Child victims need to have their testifying experience be as child appropriate and secure as possible. All victims, often saddled with grief about the crime and frustration toward the pace of the criminal justice system deserve someone who will help them obtain services, encourage them to participate in the process, and keep them informed about the case.

MCPO's VAP is the only program providing victim services within the criminal justice system, empowering victims to participate, advocating for their rights, and acting as a liaison between the prosecuting attorney handling the case and the victim. The VAP plays an important public safety role in the community. Victims who are supported and feel empowered to participate in the criminal justice system improve the chances for successful prosecution, thereby increasing community safety and well-being. In short, victims experience justice and offenders are held accountable.

3. How will the proposed program alleviate the stated problem?

Victimization is traumatic. Empowerment is perhaps the most effective means by which to alleviate that trauma. Crime victims are empowered when they understand how the State is handling their case, how the system works, what their rights are, how and when they can participate in the criminal justice process, and whom they can contact with questions. The Victim Assistance Program (VAP) is this point of contact for crime victims. Deputy Prosecuting Attorneys (DPA) are not available to connect consistently throughout the case with victims in their caseload. VAP specializes in understanding and providing services for the unique needs of crime victims. Often, before charging decisions are made, the DPA requests that VAP contact the victim for input pertaining to the case. Victims benefit from knowing the status of the case and that the Monroe County Prosecutor's Office (MCPO) seeks their input. They benefit from learning that MCPO balances this input with its obligation to uphold the law, and that MCPO is ultimately responsible for all charging decisions. Victims of domestic violence, for example, frequently share their relief that they are not responsible for 'pressing' or 'dropping' charges: the State files charges - it is 'out of their hands'. For cases not proceeding to criminal court, VAP may work with victims to explore options, make safety plans, and/or make referrals for emergency assistance and other remedies. Once criminal charges are filed, VAP attempts to contact all crime victims and share with them the VAP

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Problem Statement & Analysis

services and victim rights. VAP anticipates that victims will have questions and makes time to talk with them, correspond via email, and/or meet in person with each interested individual. VAP informs victims of charging decisions and explains court proceedings as well as next steps for the case. VAP communicates the victim's wishes and concerns to the prosecutor handling the case and arranges for victim meetings with the prosecutor as needed. VAP may identify other needs that cannot be addressed through the justice system alone. VAP is well connected with community social service providers and maintains working and collaborative relationships with these providers VAP is able to make appropriate referrals for victims. As cases progress, victims may be subpoenaed to testify. VAP works to schedule mandated appearances as conveniently as possible for victims. VAP works to ensure that potential barriers to victims' participation, such as lost wages, transportation difficulties, language barriers, and dependent care, are identified and resolved. Additionally, VAP works closely with the DPA, arranging joint meetings with the victim, communicating victim wishes to the DPA, and working with the DPA to prepare victims to testify in court. VAP assists in determining restitution requests for Victim Crime and Compensation Fund applications. As cases near disposition, VAP determines the victim's desire to make a 'victim impact statement' and helps the victim with the process. VAP keeps victims informed of scheduling for trials. VAP also secures accommodations for victims' special needs/comfort while testifying, such as: permission for a child's security item in the court room, interpreter, accommodations for disabilities, and practice 'taking the stand'. In cases resolved through plea agreements, VAP assists the deputy prosecuting attorney in communicating the terms and helps ascertain the victim's comfort with the agreement. VAP provides disposition status and additional relevant contact information when cases close.

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Goals, Objectives, & Outcomes

1. Provide the program's goal. The goal should be general, realistic, focused on what we will ultimately achieve, consistent with overall mission/purpose of agency.

Hint: The goal should directly address the problem identified in the Problem Statement.

Example: The Indiana Criminal Justice Institute (ICJI) will provide data driven evidence-based/best practice program funding to regions of Indiana with the most financial and programmatic disparities.

The goal of this project is to make timely contact with and provide information pertaining to victim rights to 100% of crime victims, (making subsequent contacts as per statute and staffing availability); to develop professionally by having all Victim Assistants (VAs) attend at least one in service training per quarter (as schedules permit) and to continue to increase the percentage of satisfaction survey responses received with those responses showing a minimum 85% rate of satisfaction on average (reduced based on reduction in funding).

2. Provide objectives that measure progress toward achieving the goal.

Hint: Objectives are the steps needed to achieve goals. Objectives should be concrete, action-oriented, measurable and Specific, Measurable, Achievable, Realistic, Timely (SMART).

Example: The ICJI will provide an increase of 30% of victim-related funding to areas possessing less than one shelter per 20 sq. miles.

1) All victims required by statute, and as many non-statutorily required victims as possible given funding, will be mailed information by Victim Assistance (VA) which will include a copy of their rights as victims of crime. All attempts will be made to reach out to victims of violent crimes within 5 days of report being received, if staffing allows.

2) VA staff will enhance knowledge by attending at least one in service training per quarter, as schedules permit.

3) VA satisfaction surveys will be sent to a minimum of 90% of victims for whom we have an email address (unless victim has specifically asked for no further contact), and responses will show a minimum average of 85% satisfaction rate with VA services received.

3. Provide at least 1 Outcome for EACH stated objective (outcomes quantitatively measure program impact).

Hint: Outcomes measure objectives and are criteria for how the program is deemed to be effective.

Example: During exit interviews/surveys, victims completing our program will report feeling safer and can list five new ways to keep safe.

1) a. Funding for a portion of salary for 4 full time VA staff will be retained (33.25% VA Director; 33.27% Victim Assistants)

b. A victim notification letter and a detail of victim rights will be mailed to every crime victim, with follow up contact made as statutorily required as funding allows. Attempts will be made (as funding allows) for victims of violent crimes to have these notifications mailed within 5 business days of criminal charges being filed.

c. Follow up contacts and support will be provided per statute, at a minimum, and as requested by victim as staffing allows.

2) a. 100% of VAs will attend in-service training once per quarter with a service provider or agency that can provide VAs with tools to improve service (as schedules allow).

b. VA program will maintain a list of current referral sources.

3) a. VA staff will attempt to secure email address for 100% of victims

b. VA staff will email satisfaction surveys to at least 90% of non-institutional victims for whom an email address is obtained.

c. At least 85% (average) of surveys returned will indicate satisfaction with services provided.

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Exhibit B

2022 Victims of Crime Act Formula Grant Supplemental (VOCA-SUPP)

Organization: Monroe County Prosecutor's Office

VOCA SUPP-2022-00078

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Budget Summary

Total Budget By Category

BUDGET CATEGORY	Amount
PERSONNEL	\$0
EMPLOYEE BENEFITS	\$0
TRAVEL (INCLUDING TRAINING)	\$3,915.00
EQUIPMENT	\$0
SUPPLIES & OPERATING EXPENSES	\$0
CONSULTANTS AND CONTRACTORS	\$0
TOTAL	\$3,915.00

TOTAL BUDGET BY FUND SOURCE

FUND SOURCE	Amount	Percent
GRANT	\$3,915.00	100.00%
MATCH	\$0	0.00%
TOTAL	\$3,915.00	100.00%

PROGRAM INCOME

PROGRAM INCOME \$0

Approved Award Amount:

Program/Grant Manager:

12/22/2022

2022 Victims of Crime Act Formula Grant Supplemental (VOCA-SUPP)

Organization: Monroe County Prosecutor's Office

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Travel

<u>No. of</u> <u>Travels</u>	<u>Purpose</u>	<u>Location</u>	<u>Expense</u>	<u>Fund Type</u>	<u>Quan. Per</u> <u>Traveler</u>	<u>Cost Per Day</u> <u>Item or Mile</u>	<u>Percentage</u>	<u>Cost</u>
3	Travel/Conference	Boston, MA	Registration Fee	Grant	1	\$600.00	100%	\$1,800.00
3	Travel/Conference	Boston, MA	Lodging	Grant	1	\$705.00	100%	\$2,115.00
								\$0
								\$0
								\$3,915.00

Exhibit C

Exhibit C VOCA Special Conditions

1. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

2. Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equals opportunity standards.

3. Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

4. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulations, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer),

they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://oip.gov/about/ocr/partnerships.htm>.

SAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. 11182(b); and VAWA, as amended, 34 U.S.C. 1229(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

5. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://oip.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

6. Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. 42.204(c), 205(c)(5)).

7. Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see

<https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

8. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

9. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office of Justice Programs (“OJP”) taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice (“DOJ”), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

10. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 24, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient (“subgrantee”) at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Requirements related to “de minimis” indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled “Crime Control and Law Enforcement.” The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

14. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are

to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the State in writing of the potential duplication, and, if so requested by the State, must seek a budget-modification or change-of-project-scope project modification request (PMR) to eliminate any inappropriate duplication of funding.

15. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

16. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must --
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both --
 - (1) This award requirement for verification of employment eligibility, and
 - (2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

17. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

18. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

19. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if the contract would exceed \$150,000)) and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be “manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements”) and 200.319(a) (generally requiring “[a]ll procurement transactions [to] be conducted in a manner providing full and open competition” and forbidding practices “restrictive of competition,” such as “[p]lacing unreasonable requirements on firms in order for them to qualify to do business” and taking “[a]ny arbitrary action in the procurement process”) – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity’s status as an “associate of the federal government” (or on the basis of such person or entity’s status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient’s monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable Costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designated to ensure compliance with this condition.

4. Rules of construction

- A. The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project or activity (or to provide such goods or services) in future.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of the recipient or of any subrecipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to

trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

22. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated – in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or any associated federal statute – that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of “Postaward Requirements” in the “DOJ Grants Financial Guide”).

24. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

25. OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient (“subgrantee”) at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

26. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from subrecipient audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

27. Potential imposition of additional requirements

The recipient or any subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain "education programs."

30. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eclfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

31. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

32. Compliance with general appropriations-law restrictions on the use of federal funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various general provisions in the Consolidated Appropriations Act, 2018 & 2019, are set out at <https://ojp.gov/funding/explore/fy18appropriationsrestrictions> and <https://ojp.gov/funding/explore/fy19appropriationsrestrictions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

33. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by — (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.

34. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontracted under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by the entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

35. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

36. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

37. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

38. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

39. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the condition of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) Be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

40. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

41. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

42. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 *et. seq.*) and other related Federal laws (including the National Historical Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through a subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

43. FFATA reporting: Subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation) and are incorporated by reference here.

This condition, and its reporting requirements, does not apply to – (1) an award of less than \$25,000, or (2) grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" -- Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

45. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in accessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

46. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceeds to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

47. The recipient agrees that it will not make any subawards to State, local, college or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj/SafePolicingEO>.

Exhibit D

EXHIBIT D – 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 email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
- 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:

The agreement is for the construction of Fullerton Pike Phase III Roadway and Bridge for the final connection from Rockport Road to the roundabout at Gordon Pike and Rogers Street. The project is to go to letting in August/September of 2023.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Fullerton Pike"/>	<input type="text" value="8169"/>	<input type="text" value="\$2,750,133.00"/>

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:

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 AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #000000000000000000072470

Des. No.: 1802977 & 2001721

LPA DUNS/UEI #NR8WKTGZKCH7

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **MONROE COUNTY**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758-Legal
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Seymour District
185 Agrico Lane
Seymour, Indiana 47274

- C. Notices to the LPA shall be sent to:

Monroe County
100 West Kirkwood Avenue
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

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

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **1802977 & 2001721**

Program: **Group II - STBG**

Type of Project: **1802977 New Road Construction & 2001721 New Bridge Construction**

General Scope/Location: **1802977 New Road Construction, Fullerton Pike Phase III Approximately 500' West of Gordon Pike to Rockport Road intersection and 2001721 New Bridge Construction Fullerton Pike, Phase III-Bridge Construction**

II. LPA RESPONSIBILITIES.

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by referenced, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.

- 2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
 - 2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:
 - A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
 - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
 - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - 2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
 - A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
 - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
 - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
 - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
 - 2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
 - 2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about

7 weeks before the date bids are opened for the construction contract), between July 1, 2023 and June 30, 2024, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of Attachment A available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of Attachment A are available.

- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2024 and June 30, 2026, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of Attachment A are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. Access to Records. The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is

responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6.6. Compliance with Laws.

6.6.1. The LPA 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 there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA 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 LPA 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 Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA 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 LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors 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 under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, 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 LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA 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 the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA 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 LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA 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 LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 3.3 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 the performance of this Contract, this Contract 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.

6.14. Governing Laws. This Contract 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.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone

on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA 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.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with

the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
 - A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

- 6.22. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- 6.23. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- 6.24. **General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract 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 Contract, the Party 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 LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MONROE COUNTY

Indiana Department of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

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 March 22, 2022.
FA 22-16*

**ATTACHMENT A
PROJECT FUNDS**

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
_____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **March 28, 2023**, the maximum amount according to the TIP dated **September 10, 2021** is **\$2,750,133.00 for Des #1802977**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$____.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

- I. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
 - (4) Are included in the approved budget, or amendment thereto; and
 - (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.