



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Kate Wiltz, President
Trent Deckard, President Pro Tempore
Jennifer Crossley
Marty Hawk
Peter Iversen
Geoff McKim
Cheryl Munson

COUNCIL WORK SESSION AGENDA

Tuesday, July 25, 2023 at 5:30 pm

Nat U. Hill Meeting Room and Zoom Connection

<https://monroecounty-in.zoom.us/j/86799913652?pwd=N3UxWkpKR295RmZad1ViY1pldmQyUT09>

Meeting ID: 867 9991 3652

Password: 131411

- 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.
- Below is the link for ZOOM Meeting Schedule of Monroe County Virtual Public Meetings for your convenience:

<https://www.co.monroe.in.us/egov/apps/document/center.egov?view=item;id=10017>

“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 last 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**

2. **ADOPTION OF AGENDA**

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

4. **DEPARTMENT UPDATES**

5. **COUNCIL LIAISON UPDATES**

6. **BOARDS AND COMMISSIONS APPOINTMENT**

Request Approval of an Appointment to the Capital Improvement Board (CIB)

Eric Spoonmore Capital Improvement Board Term Expires: 2025

7. CLERK'S OFFICE, Nicole Browne
Request the Creation of a New Account Line and Simultaneously Approve a Category Transfer

**New Account Line*

40301

Election Fund, 1215-0062

FROM:

22002 Machine Precinct Etc. \$1,000.00

TO:

40301 Equipment-Election Equipment \$1,000.00

The Clerk's office is requesting to create an Equipment account line in the election budget to purchase equipment that is not under contract and not repairable. The Election Department needs to replace a Letter Folder as soon as possible. This device is used to fold letters that are sent out to voters for various reasons including information concerning voting by mail when the ballot is requested by mail. They would like to transfer \$1,000 from their existing line.

8. PROSECUTOR'S OFFICE, Beth Hamlin

12

A. Request Approval for the Creation of New Account Lines and to Simultaneously Approve Additional Appropriations

**New Account Lines*

17601	17801	18001	20011	20100
30028	30021	30058	30042	
30003	30800	30007	33049	

Adult Protective Services, 9112-9624

15115	APS Director	\$ 55,210.00
13016	APS Investigator	\$ 51,988.00
13017	APS Investigator	\$ 48,184.00
13031	APS Case Monitor	\$ 46,273.00
17601	Longevity	\$ 200.00
17801	Part- Time	\$ 812.10
18001	FT Self Insurance	\$ 11,408.00
18101	FICA	\$ 15,580.00
18201	PERF	\$ 28,919.00
20011	Supplies	\$ 200.00
20100	Fuel	\$ 1,000.00
30028	Travel/ Training	\$ 500.00
30021	Phones and Pagers	\$ 750.00
30058	Outreach	\$ 200.00
30042	Technical Hardware/ Services	\$ 200.00
30003	Printing and Subscriptions	\$ 300.00
30800	Postage	\$ 350.00
30007	Official Bond	\$ 300.00
33049	Emergency Housing and Services	\$ 13,492.69
TOTAL		\$275,866.79

The Monroe County Prosecutor's Office provides Adult Protective Services (APS) for Unit 10 covering Monroe, Owen, and Morgan counties by way of a contract with the State of Indiana. Adult Protective Services investigates reports of endangered adults and may take legal action to protect incapacitated adults harmed or threatened with harm as a result of neglect (including self-neglect), battery or exploitation.

B. Request Approval of Ordinance 2023-26 the Transfer of a Parcel to the Town of Stinesville

45

The Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

11. EMPLOYEE SERVICES DEPARTMENT/COMMISSIONERS' OFFICE, Angie Purdie and E Sensenstein

67

- A. Request Approval to Update a Job Description**
Commissioners' Administrator Job Description.

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- B. Request Approval to Update a Job Description and Simultaneously Amend the 2023 Salary Ordinance**

76

General Fund-HR, 1000-0309

FROM:

15116 Personnel Administrator PAT C 40 Hours Exempt

TO:

15116 Personnel Administrator PAT D 40 Hours Exempt

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- C. Request Approval of a New Job Description/Position and Simultaneously Amend the 2023 Salary Ordinance**

92

General Fund-HR, 1000-0309

ADD:

10089 ESD Assistant COMOT C 40 Hours Non-Exempt

At the April 4th PAC meeting, the Commissioners' Administrator and Personnel Administrator requested the job descriptions for the Personnel Administrator and Payroll Administrator be updated to better reflect the duties of these positions due to a personnel change within the Department. PAC Members approved the descriptions to be forwarded to Waggoner, Irwin, and Scheele (WIS) for review. The WIS reviews were received and scheduled to be reviewed at the May 2nd PAC meeting. The Commissioners' Administrator asked for a postponement of the ESD review as there was some confusion regarding the duties of the Personnel Administrator and the Commissioner's Administrator. At the June 6th PAC Meeting, the Commissioners' Administrator requested to have the Personnel Administrator position re-reviewed. A request was also made for a new position to assist the Department in daily operations and to serve as backup to the Payroll Administrator. PAC Members approved forwarding the Personnel Administrator, Commissioners' Administrator and new position descriptions to WIS for a review. The reviews were received and reviewed at the July 11th PAC Meeting. PAC Members approved forwarding to the Council with a positive recommended. *Classification/Salary Ordinance Amendments effective July 16, 2023.*

12. AVIATION DEPARTMENT, Amy Gharst

99

- A. Request Approval of a New Job Description/Position and Simultaneously Amend the 2023 Salary Ordinance**

Aviation Fund, 1107-000

ADD:

13509 Airport Operations Team Lead LTC D 35 Hours Non-Exempt

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B. Request Approval to Update Job Descriptions

-Financial Manager	107
-Airport Secretary	112
-Airport Operation Specialist	115

At the June 6th PAC Meeting the Airport Director requested to create an Airport Operations Team Lead position. This position will oversee daily operations, aid in administrative tasks, and coordinate maintenance and repair duties. The Director is requesting to reduce the Airport Operation Specialists from five (5) employees to four (4) and promote a Specialist to the Team Lead position. After reviewing the Airport’s Organization Chart, it was discovered that the reporting structure of the Financial Manager, Airport Secretary, and Operational Specialists needed to be updated as well. The job descriptions have been updated to reflect these changes. The reviews were received and reviewed at the July 11th PAC Meeting. PAC Members approved forwarding to the Council with a positive recommended. *Salary Ordinance Amendments effective July 16, 2023.*

13. AUDITOR’S OFFICE, Brianne Gregory 121

A. Request Approval to Update a Job Description and Simultaneously Amend the 2023 Salary Ordinance

General Fund-Auditor, 1000-0002

FROM:

10020 General Ledger Manager	PAT B	40 Hours	Non-Exempt
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TO:

15116 General Ledger & Grants Manager	PAT C	40 Hours	Exempt
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B. Request Approval to Update Job Descriptions

-GIS Customer Service Representative	128
-Internal Auditor	134

At the June 6th PAC Meeting, the Auditor expressed a need for a Grants Manager. The General Ledger Manager job description lists some of the duties performed in a grant manager role and has amended the duties to include the tasks necessary. After reviewing the Auditor’s Organization Chart, it was discovered that the reporting structure of the GIS Customer Service Representative and Internal Auditor needed to be updated as well. The job descriptions have been updated to reflect these changes. The reviews were received and reviewed at the July 11th PAC Meeting. PAC Members approved forwarding to the Council with a positive recommended. *Salary Ordinance Amendments effective July 16, 2023.*

14. AMERICAN RESCUE PLAN ACT FUND

A. Indiana Institute on Disability Survey Program

140

This project is designed to identify the weaknesses and strengths within our system and recommend improvements. Council Members: Peter Iversen, Jennifer Crossley, and Kate Wiltz approved this project during a meeting of the Community Justice Response Committee in 2022.

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B. Other Projects



MONROE COUNTY GOVERNMENT BOARDS AND COMMISSIONS APPLICATION

Monroe County
Commissioners' Office
100 W Kirkwood Avenue
Bloomington IN 47404

TODAY'S DATE:

NAME: Nickname:

ADDRESS:

CITY: ZIP:

RESIDENCE TOWNSHIP:

Are You Eligible To Vote In The City Election: Yes No

CONTACT INFORMATION:

Email:

Home:

Work:

Cell:

OCCUPATION:

Applying for Board(s) and/or Commission(s):

Why are you interested in applying for this position?

The Convention Center expansion is an important economic development initiative for Monroe County and the City of Bloomington. I want to utilize my relationships in business and government to fascillate further city & county partnership on the expansion project and to promote an improved quality of life for residents and visitors of Monroe County.

Please list your qualifications for this position:

Currently serve as president of the Greater Bloomington Chamber of Commerce;
Former County Council representative from 2015 - 2021;
Familiar with County Budget, policies, and procedures;
Former Council liasion to Downtown Bloomington, Inc and Convention and Visitors Commission
Indiana Univeristy graduate, B.S. Management (2004); M.P.A. Local Government Managment (2007)

You may attach a resume and/or additional sheets to expand on your answers above.

Please email your entire application to the Monroe County Commissioners' Office at commissionersoffice@co.monroe.in.us. All applications are held for one year. As various openings come up you may be contacted to see if you are interested in serving.

SUBMIT

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Clerk - Election MEETING DATE REQUESTED (Tentative): 7/18/2023
Request Presenter(s): Tree Martin/Nicloe Browne Phone: 812.349.7219

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: Election Fund

Transfer of Funds

Category

Fund Name: Election Fund

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Clerk's office is requesting to create an Equipment account line in the election budget to purchase equipment that is not under contract and not repairable. The Election Department is in need of replacing a Letter Folder as soon as possible. This device is used to fold letters that are sent out to voters for various reasons including information concerning voting by mail when the ballot is requested by mail. We would like to transfer \$1000 from the existing 1215-22002-0062, (Machine, Precinct Etc.) to a newly created 1215-40301-0062 (Equipment).

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.⁸

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: Clerk - Election

MEETING DATE REQUESTED (*Tentative*): 7/18/2023

Fund Name: Election

Fund Number: 1215

Location Number: 0062

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
22002	Machine Precinct Etc	\$1000.00
GRAND TOTAL		1,000.00

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
40301	Equipment - Election Equipment	\$1000.00
GRAND TOTAL		1,000.00

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

CASH BALANCE as of 7/21/23=1,022,267.66		Acct	Acct Desc	Carry Forward Approp	Original Approp	Add'l Approp	Adj Approp	Total Approp	Expenditure	Unexpend Balance	Encumbrance	Unexpend Pct
Fund : 1215												
- Loc : 0062												
- Loc Desc : Election Board												
1215	12002	Election Supervisor	0.00	43,371.00	0.00	0.00	43,371.00	10,424.05	32,946.95	0.00	0.00	75.97%
1215	17101	Overtime	0.00	25,000.00	0.00	0.00	25,000.00	561.26	24,438.74	0.00	0.00	97.76%
1215	17301	Board Members	0.00	4,800.00	0.00	0.00	4,800.00	1,200.00	3,600.00	0.00	0.00	75.00%
1215	17501	Inspectors- Election	0.00	10,000.00	0.00	0.00	10,000.00	3,726.00	6,274.00	0.00	0.00	62.74%
1215	17502	Judges- Election	0.00	20,000.00	0.00	0.00	20,000.00	6,597.00	13,403.00	0.00	0.00	67.02%
1215	17503	Precinct Sheriff- Election	0.00	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00	0.00	100.00%
1215	17504	Clerks- Election	0.00	50,000.00	0.00	0.00	50,000.00	9,503.36	40,496.64	0.00	0.00	80.99%
1215	17505	Janitors- Election	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	0.00	100.00%
1215	17506	Absentee Boards-Election	0.00	200,000.00	0.00	(60,000.00)	140,000.00	38,975.86	101,024.14	0.00	0.00	72.16%
1215	17507	Travel Boards- Election	0.00	4,000.00	0.00	0.00	4,000.00	1,042.22	2,957.78	0.00	0.00	73.94%
1215	17508	Absentee Boards-Counters	0.00	5,000.00	0.00	0.00	5,000.00	544.04	4,455.96	0.00	0.00	89.12%
1215	17509	Absentee Boards-Leads	0.00	15,000.00	0.00	60,000.00	75,000.00	32,550.00	42,450.00	0.00	0.00	56.60%
1215	17601	Longevity	0.00	600.00	0.00	0.00	600.00	0.00	600.00	0.00	0.00	100.00%
1215	17795	Election Board Supplemental	0.00	3,400.00	0.00	0.00	3,400.00	1,700.01	1,699.99	0.00	0.00	50.00%
1215	17801	Part-Time	0.00	30,000.00	0.00	0.00	30,000.00	4,256.25	25,743.75	0.00	0.00	85.81%
1215	17899	Retention Bonus Supplemental	0.00	2,000.00	0.00	(2,000.00)	0.00	0.00	0.00	0.00	0.00	0.00%
1215	18001	FT Self Insurance	0.00	12,000.00	0.00	0.00	12,000.00	6,000.00	6,000.00	0.00	0.00	50.00%
1215	18101	FICA	0.00	25,106.00	0.00	(153.00)	24,953.00	4,766.78	20,186.22	0.00	0.00	80.90%
1215	18201	PERF	0.00	10,192.00	0.00	0.00	10,192.00	1,567.49	8,624.51	0.00	0.00	84.62%
1215	20001	Office Supplies	0.00	30,000.00	0.00	0.00	30,000.00	780.11	29,219.89	0.00	0.00	97.40%
1215	22002	Machine, Precinct etc	0.00	50,000.00	0.00	0.00	50,000.00	2,758.24	47,241.76	0.00	0.00	94.48%
1215	22003	Precinct Setup Supplies	0.00	15,000.00	0.00	0.00	15,000.00	1,472.59	13,527.41	0.00	0.00	90.18%
1215	30006	Contractual	0.00	125,000.00	0.00	(68,622.45)	56,377.55	40,455.44	15,922.11	0.00	0.00	28.24%
1215	30028	Training/Travel	0.00	2,500.00	0.00	0.00	2,500.00	169.72	2,330.28	0.00	0.00	93.21%
1215	30800	Postage	0.00	50,000.00	0.00	0.00	50,000.00	189.97	49,810.03	0.00	0.00	99.62%
1215	31650	Voting Machine Custodial (Ed & Sat)	0.00	100,000.00	0.00	69,000.00	169,000.00	106,822.39	62,177.61	0.00	0.00	36.79%
1215	32001	Meals	0.00	15,000.00	0.00	0.00	15,000.00	3,425.00	11,575.00	0.00	0.00	77.17%
1215	32004	Freight	0.00	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00	0.00	100.00%
1215	32005	Legal Notices	0.00	500.00	0.00	0.00	500.00	323.15	176.85	0.00	0.00	35.37%
1215	32006	Ballots	0.00	50,000.00	0.00	0.00	50,000.00	34,604.33	15,395.67	0.00	0.00	30.79%
1215	32008	Voting Machine Repair/Mnt	0.00	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00	100.00%
1215	32010	Polling Places	0.00	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	0.00	100.00%
1215	38200	Truck Rental	0.00	5,000.00	0.00	0.00	5,000.00	402.40	4,597.60	0.00	0.00	91.95%
			0.00	916,469.00	0.00	(1,775.45)	914,693.55	314,817.66	599,875.89	0.00	0.00	65.58%
			0.00	916,469.00	0.00	(1,775.45)	914,693.55	314,817.66	599,875.89	0.00	0.00	65.58%
			0.00	916,469.00	0.00	(1,775.45)	914,693.55	314,817.66	599,875.89	0.00	0.00	65.58%
			0.00	916,469.00	0.00	(1,775.45)	914,693.55	314,817.66	599,875.89	0.00	0.00	65.58%



MONROE COUNTY COUNCIL
AGENDA REQUEST
(Review form before completing)

DEPARTMENT: Prosecutor

TODAY'S DATE: 06/26/2023

CONTACT PERSON(S): Beth Hamlin

PHONE: (812) 349-2064 EMAIL: bhamlin@co.monroe.in.us

PURPOSE OF REQUEST:

- | | |
|---|---|
| <input type="checkbox"/> Creation of New Fund/Account Line(s) | <input checked="" type="checkbox"/> Additional Appropriation(s) |
| <input type="checkbox"/> Transfer of Funds | <input type="checkbox"/> Amend Salary Ordinance |

Other (specify) _____

Please give a **THOROUGH** narrative explanation of the request (purpose of the request and action needed by Council).

Explanation:

The Monroe County Prosecutor's Office provides Adult Protective Services (APS) for Unit 10 covering Monroe, Owen and Morgan counties by way of a contract with the State of Indiana. Adult Protective Services investigates reports of endangered adults and may take legal action to protect incapacitated adults harmed or threatened with harm as a result of neglect (including self-neglect), battery or exploitation. Investigators may take appropriate legal action, and/or refer individuals for medical or psychiatric resources in the community as necessary to protect the health and safety of endangered adults. Such referrals for services may include the Area 10 Agency on Aging, residential placement facilities, agencies serving individuals with disabilities, mental health centers, or other social service providers.

The Adult Protective Services budget is funded by a fiscal year grant awarded by the State of Indiana Family Social Services Administration, Division on Aging. This is a request to appropriate the contractual funding from FSSA to the Adult Protective Services program. This is a two year contract term 7/1/23 - 6/30/25 in the amount of \$551,733.58, however this request is to appropriate only the first year of funding in the amount of \$275,866.10 for dates 7/1/23 - 6/30/24.

Complete only the pages below that correspond to the above selected request.

Save entire request to your file and then forward completed request to the Council Office.

**CREATION OF FUND/ACCOUNT LINE(S)
with ADDITIONAL APPROPRIATION(S) (if needed)**

DEPARTMENT: Prosecutor

TODAY'S DATE: 06/26/2023

FUND NAME: Adult Protective Services

FUND: 9112

LOCATION: 9624

ACCOUNT NUMBER(S)	ACCOUNT DESCRIPTION(S)	APPROPRIATION(S)
15115	APS Director	\$ 55,210.00
13016	APS Investigator	\$ 51,988.00
13017	APS Investigator	\$ 48,184.00
13031	APS Case Monitor	\$ 46,273.00
17601	Longevity	\$ 200.00
17801	PT Temp	\$ 812.10
18001	FT Health/Dental/Life	\$ 11,408.00
18101	FICA	\$ 15,580.00
18201	PERF	\$ 28,919.00
20011	Supplies	\$ 200.00
20100	Fuel	\$ 1,000.00
30028	Travel/Training	\$ 500.00
30021	Phones and Pagers	\$ 750.00
30058	Outreach	\$ 200.00
30042	Technical Hardware/Services	\$ 200.00
30003	Printing and Subscriptions	\$ 300.00
30800	Postage	\$ 350.00
30007	Official Bond	\$ 300.00
33049	Emergency Housing and Services	\$ 13,492.69
GRAND TOTAL		\$ 275,866.79

Please confirm new Fund/Account Number(s) and Description(s) with the Auditor's Office prior to Council submission.

**CONTRACT BETWEEN THE STATE OF INDIANA FAMILY & SOCIAL SERVICES ADMINISTRATION
DIVISION OF AGING, THE MONROE COUNTY PROSECUTING ATTORNEY'S OFFICE AND THE
MONROE BOARD OF COUNTY COMMISSIONERS**

CONTRACT#00000000000000000073936

This Contract (the "**Contract**"), entered into by and between Indiana Family & Social Services Administration Division of Aging (the "**State**" or "**FSSA**" or "**Division of Aging**"), the Monroe County Prosecutor's Office (the "**Prosecuting Attorney**"), and the Board of County Commissioners of Monroe County (the "**Commissioners**") as the fiscal agent for the Prosecuting Attorney. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Prosecuting Attorney.

Ind. Code § 12-10-3-7 provides that "[t]he division [of Aging] shall provide coverage for the [adult protective] services required in each county under this chapter and may contract with . . . a prosecuting attorney." This Contract is executed pursuant to Ind. Code § 12-10-3-7 and the terms and conditions set forth herein for the provision of adult protective services ("**APS**") unit for **Unit 10**. Each Unit will provide services within their "Designated Service Area" to include intervention, investigation, and resolution of cases involving battery, neglect or exploitation of endangered adults. The assignment of Counties by Unit is specified in **Exhibit D**.

- A. The Prosecuting Attorney shall be the County's APS unit defined in Ind. Code § 12-10-3-1 and shall provide the services set forth in Ind. Code §§ 12-10-3-8, 12-10-3-17, 12-10-3-18, 12-10-3-20, 12-10-3-21, and 12-10-3-26.
- B. As required by Ind. Code § 12-10-3-7, the Prosecuting Attorney shall follow the notification provisions described in Ind. Code § 12-10-3-21(4) and Ind. Code § 12-10-3-28(b)(5).
- C. The Parties agree to implement the delivery of APS as set out in Indiana Code ch.12-10-3 and 455 I.A.C. 1-2. The duties of the Prosecuting Attorney are set forth in **Exhibit A**, attached hereto and incorporated fully herein. The duties of the FSSA are set forth in **Exhibit B**, attached hereto and incorporated fully herein. The counties of service are set forth in **Exhibit D**, attached hereto and incorporated fully herein.

2. Consideration.

The FSSA agrees to award **\$551,733.58** to the Prosecuting Attorney through the Board of County Commissioners, as detailed in the projected budget set forth in **Exhibit C** and attached hereto and incorporated fully herein, for the maintenance or establishment of an APS unit within the Designated Service Area as set forth in the Contract for the state fiscal year beginning **July 1, 2023**. The award to the Prosecuting Attorney is based on claim reimbursements, made on a monthly basis, for permissible goods, expenses, and services related to the delivery of APS as outlined in this Contract. The total remuneration under this Contract shall not exceed **\$551,733.58**.

The consideration to the FSSA is in the form of the supervision of APS personnel and the delivery of APS to Indiana's citizens. The Prosecuting Attorney shall make no further claim for compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Should the Indiana General Assembly appropriate additional funding or should the FSSA secure additional funding in furtherance of this Contract, to include operations and personnel funding, the Parties agree to apply the additional funding as directed by the Indiana General Assembly or the FSSA. In the event additional funding is secured the state's contract amendment process will be followed.

3. Term.

This Contract shall be effective for a period of 2 years. It shall commence on **JULY 1, 2023** and shall remain in effect through **JUNE 30, 2025**.

4. Access to Records.

The Prosecuting Attorney and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State, specifically the FSSA, Indiana Department of Administration (“**IDOA**”), Indiana State Budget Agency (“**SBA**”) or Indiana Office of Attorney General (“**OAG**”), or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The parties bind their successors and assignees to all the terms and conditions of this Contract. The Prosecuting Attorney shall not assign or subcontract the whole or any part of this Contract without the FSSA’s prior written consent. The Prosecuting Attorney may assign its right to receive payments to such third parties as the Prosecuting Attorney may desire without the prior written consent of FSSA, provided that the Prosecuting Attorney gives written notice (including evidence of such assignment) to the FSSA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits.

The Prosecuting Attorney 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 I.C. §§ 5-11-1-1 to 5-11-1-31. and audit guidelines specified by the State.

The State considers the Prosecuting Attorney to be a "Contractor" under 2 C.F.R. §200.331 for purposes of this Contract. However, if it is determined that the Prosecuting Attorney is a "subrecipient" and if required by applicable provisions of 2 C.F.R. pt. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the Prosecuting Attorney shall arrange for a financial and compliance audit which complies with 2 C.F.R. §§200.500 -- 200.521.

7. Authority to Bind the Prosecuting Attorney.

The signatory for the Prosecuting Attorney represents that he/she has been duly authorized to execute this Contract on behalf of the Prosecuting Attorney and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Prosecuting Attorney when his/her signature is affixed, and accepted by the State agencies signing and approving this contract, specifically, FSSA, IDOA, SBA, and OAG.

8. Changes in Work.

The Prosecuting Attorney shall not commence any additional work or change the scope of the work until authorized in writing by the FSSA. The Prosecuting Attorney shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

- A. The Prosecuting Attorney 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 of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State (specifically, FSSA, IDOA, SBA and OAG) and the Prosecuting Attorney to determine whether the provisions of this Contract require formal modification.
- B. Ethics: Deleted; inapplicable.
- C. Back Taxes: Deleted.
- D. Pending Criminal Charges: Deleted.
- E. Delays in Work: Deleted.
- F. The Prosecuting Attorney warrants that the Prosecuting Attorney and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the FSSA. 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.
- G. Registration with Secretary of State: Deleted.
- H. As required by IC § 5-22-3-7:
 - (1) The Prosecuting Attorney and any principals of the Prosecuting Attorney certify that:
 - (A) the Prosecuting Attorney, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC art. 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC ch. 24-5-12 [Telephone Solicitations]; or
 - (iii) IC ch. 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC art. 24-4.7 is preempted by federal law; and
 - (B) the Prosecuting Attorney will not violate the terms of IC ch. 24-4.7 for the duration of the Contract, even if IC art. 24-4.7 is preempted by federal law.
 - (2) The Prosecuting Attorney and any principals of the Prosecuting Attorney certify that an affiliate or principal of the Prosecuting Attorney and any agent acting on behalf of the Prosecuting Attorney or on behalf of an affiliate or principal of the Prosecuting Attorney, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC art. 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 art. 24-4.7 for the duration of the Contract, even if IC art.24-4.7 is preempted by federal law.

- I. The Prosecuting Attorney and employees of the Prosecuting Attorney are covered by the Indiana Tort Claims Act (I.C. 34-13-3) for APS functions.

10. Condition of Payment.

All services provided by the Prosecuting Attorney under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, regulations and guidelines. The State shall not be required to pay for work found to be unsatisfactory per the requirements of Exhibit A, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of Information.

The Parties understand and agree that data, materials, and information obtained and disclosed through the execution of this contract or through a criminal prosecution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, Ind. Code § 5-14-3, the Parties covenant that data, material and information gathered, based upon or disclosed by the Parties for the purpose of this Contract, and specifically identified as confidential information, will not be disclosed to or discussed with third parties without the prior written consent of the Parties or as otherwise required in the course of an investigation or the procurement of services for endangered adults. All reports made pursuant to this Contract are subject to the confidentiality provisions set forth in Ind. Code § 12-10-3-15.

The parties acknowledge that the services to be performed by Prosecuting Attorney for FSSA under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the FSSA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Prosecuting Attorney and FSSA agree to comply with the provisions of IC ch. 4-1-10 and IC ch. 4-1-11. If any Social Security number(s) is/are disclosed by the Prosecuting Attorney, the Prosecuting Attorney agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

12. Continuity of Services.

Deleted.

13. Debarment and Suspension.

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

14. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, the Prosecuting Attorney may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes.

- A. Should any disputes arise with respect to this Contract, the Prosecuting Attorney and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Prosecuting Attorney agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Prosecuting Attorney fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the FSSA or the Prosecuting Attorney as a result of such failure to proceed shall be borne by the Prosecuting Attorney, and the Prosecuting Attorney shall make no claim against the FSSA for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.\
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Prosecuting Attorney of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Prosecuting Attorney to terminate this Contract, and the Prosecuting Attorney may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the FSSA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

16. Drug-Free Workplace Certification.

Deleted; not applicable.

17. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Prosecuting Attorney swears or affirms under the penalties of perjury that the Prosecuting Attorney does not knowingly employ an unauthorized alien. The Prosecuting Attorney further agrees that:

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

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

18. Employment Option.

Deleted.

19. Force Majeure.

In the event that either 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 as 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.

20. 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 Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Law.

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 and rules. Suit, if any, must be brought in the State of Indiana.

22. HIPAA Compliance.

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

23. Independent Contractor; Workers' Compensation Insurance.

The Prosecuting Attorney is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Prosecuting Attorney shall provide all necessary unemployment and workers' compensation insurance for the Prosecuting Attorney's APS employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

24. Indiana Veteran Owned Small Business Enterprise Compliance.

Deleted.

25. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Prosecuting Attorney agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

26. Minority and Women's Business Enterprises Compliance.

Deleted.

27. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Prosecuting Attorney 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"). Furthermore, Prosecuting Attorney 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 paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Prosecuting Attorney or any subcontractor.

The Prosecuting Attorney understands that the State is a recipient of federal funds, and therefore, where applicable, the Prosecuting Attorney and any subcontractors agree to 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, which are incorporated herein by specific reference.

28. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or First Class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Director, Division of Aging
Indiana Family & Social Services Administration
402 W. Washington Street, Room W454
Indianapolis, IN 46204

B. Notices to the Prosecuting Attorney shall be sent to:

Monroe County Prosecutor
301 North College Avenue, Room 211
Bloomington, IN 46404

and

Monroe County Board of County Commissioners
100 West Kirkwood Ave., Room 322
Bloomington, IN 46404

As required by IC § 4-13-2-14.8, payments to the Commissioners (as the fiscal agent) shall be made via electronic funds transfer in accordance with instructions filed by the Prosecuting Attorney with the Indiana Auditor of State.

29. Payments.

- A. Unless otherwise authorized by statute and agreed to in this Contract, all payments shall be made 35 calendar days in arrears in conformance with State fiscal policies and procedures and, as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Commissioners, as fiscal agent, in writing. If advance payment of a portion of the funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Prosecuting Attorney shall provide the FSSA with a reconciliation of those expenditures.
- 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 and/or local funds by program budget line items.
- C. Invoices should be submitted each calendar month for any not previously claimed deliverables. All final claims and reports must be submitted to the State within Sixty (60) 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 or before the 30th of every month. If Contract funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Contract funds must be returned to the State.
- D. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the

Prosecuting Attorney and not processed for payment. Failure to comply with the provisions of this Contract may result in the denial of a claim for payment.

30. Renewal Option.

Deleted.

31. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

32. Taxes.

The State is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the Prosecuting Attorney as a result of this Contract.

33. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to FSSA, IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Prosecuting Attorney of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Prosecuting Attorney shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Prosecuting Attorney shall be compensated for services herein provided but in no case shall total payment made to the Prosecuting Attorney exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

34. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Prosecuting Attorney, the State may terminate this Contract in whole or in part if the Prosecuting Attorney fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Prosecuting Attorney will be liable to the State for any excess costs for those supplies or services. However, the Prosecuting Attorney shall continue the work not terminated.

- C. The FSSA shall pay the contract price for completed supplies delivered and services accepted. The Prosecuting Attorney and the FSSA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The FSSA may withhold from these amounts any sum the FSSA determines to be necessary to protect the FSSA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State, including but not limited to FSSA, IDOA, SBA and OAG, in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

35. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by or on behalf of the Prosecuting Attorney for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

36. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

37. Work Standards.

Deleted.

38. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: deleted paragraphs noted in the body of the document.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Prosecuting Attorney, or that the undersigned is the properly authorized representative, agent, member or officer of the Prosecuting Attorney or the County Commission. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of a party to this Contract, 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 undersigned 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 parties to this Contract 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
Prosecuting Attorney

Indiana Family & Social Services Administration
Division of Aging

By: \s1\

By: \s3\

Title: \t1\ Prosecuting Attorney

Title: \t3\

Date: \d1\

Date: \d3\

Monroe County Board of Commissioners

By: \s2\

Title: \t2\

Date: \d3\

Approved by: Indiana Office of Technology -- N/A By: N/A (for) Tracy Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	Approved as to Form and Legality: Office of the Attorney General Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on June 12, 2023 FA 23-14

EXHIBIT A**Duties of the Prosecuting Attorney**

Pursuant to Indiana Code §12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." IC §12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf to fulfill the requirements of IC §12-10-3-7 and 455 Indiana Administrative Code 1-2, as detailed in this document.

A. Purpose.

1. The Prosecuting Attorney shall maintain or establish and supervise an APS unit within the designated service area, as set forth in the contract to ensure:
 - a. Initiation of consistent and efficient procedures to protect the endangered adult through intake, investigation, assessing, care planning and protective services and the facilitation of medical, social service, legal, economic, and other supportive services, whereby the least restrictive protective services necessary will be made available to the endangered adult.
 - b. Procurement and facilitation of emergency services and housing when an endangered adult is in a "life threatening emergency," as defined by IC §12-10- 3-2 and IC §1,2-10-3-4 and requires APS intervention.
 - c. Monitoring of protective services provided to an endangered adult to determine the implementation and effectiveness of the services.
 - d. Establishment and implementation of a consultation and review process between the investigator and the unit director, and documentation in the case file within the CMS, at the following key case decision points: case assignment, investigation planning, assessment, determination of findings, service planning, legal intervention, and case closure as appropriate in the individual case.

B. Staffing.

1. The Prosecuting Attorney agrees to provide a minimum of one (1) full-time equivalent APS investigator to investigate complaints, reports and referrals of alleged battery, neglect, or exploitation of endangered adults, as those terms are defined in I.C. ch.12-10-3. If the Prosecuting Attorney employs more than one APS investigator, the Prosecuting Attorney shall designate one (1) investigator as the APS unit director responsible for screening of all intake reports, unit administration and supervision of assigned APS staff.
2. The Prosecuting Attorney shall designate at least one point of contact, in writing, within 30 days of signing the contract. If written designation hasn't been received from the Prosecuting Attorney, after 30 days, it will be assumed the APS Director will be the point of contact for the unit. This designation authorizes the point of contact to speak for and make recommendations on behalf of the Prosecuting Attorney on the matters identified above, to participate in collaborative working groups with the FSSA to improve APS policy, processes and technology. At the option of the Prosecuting Attorney, Prosecuting Attorneys or their designated staff members will be copied on APS emails.
3. The Prosecuting Attorney shall ensure that all APS staff are employees of the Prosecuting Attorney's Office.
4. Only APS unit directors, APS investigators, intake specialists, APS case monitors, or deputy prosecuting attorneys performing APS services will be funded by this Agreement.

EXHIBIT A

Duties of the Prosecuting Attorney

No other type of staff function will be funded by this contract without the express written consent of the Executive Director, Division of Aging.

5. The Prosecuting Attorney shall establish, in writing, the cost allocation for all shared employees.
 - a. A shared employee is one who splits the employee's time between APS duties and other duties within the county prosecutor's office.
 - b. The cost allocation will document the basis for the allocation. The basis is the average hours per week devoted to APS tasks. For example, if an administrative assistant or deputy prosecutor is a full-time employee and is devoting an average of twenty (20) hours per week to APS tasks, 50% of the employee's salary can come from the APS account.
 - c. Proper cost allocation is subject to FSSA audit.
6. To ensure the appropriate licenses are maintained for the Case Management system, the Prosecuting Attorney or their designee shall, within 5 days, report all APS staff changes to the APS Mailbox. Staff change reports shall include but not be limited to name, email address and any phone numbers associated with the employee.

C. Duties.

1. The Prosecuting Attorney will perform, in good faith, the duties under IC §12-10- 3-8 and 455 IAC 1-2-5.
2. The Prosecuting Attorney, in compliance with IC §12-10-3-7(b), will abide by the notification provisions provided in IC §12-10-3-21(4) and IC §12-10-3-28(b)(5) pertaining to a petition for an emergency protective order for an alleged endangered adult or a petition to require an alleged endangered adult to receive protective services.
3. The Prosecuting Attorney will comply with all statements, assurances and provisions set forth in any request for proposal, plan, budget, or other documents submitted and approved by the State for the purposes of obtaining funding under this Agreement.
4. The Prosecuting Attorney shall require all investigators to carry photo identification with the county prosecutor's signature for the purpose of public identification with the Adult Protective Services program. Identification cards are available upon request from the Indiana Prosecuting Attorneys Council.
5. The APS staff will participate in training held by the State APS Program. The FSSA shall provide notification of any planned training to APS staff as far in advance as possible, with a minimum of forty five (45) days prior to the training. The FSSA shall make recordings of all trainings available to APS staff who are unable to attend the scheduled training so that they may review the training at a separate time.
6. The Prosecuting Attorney shall ensure that all APS staff utilize the FSSA/APS approved Case Management System (CMS) and that all intake reports received by the unit are entered into the CMS the day of receiving the report or by the next working day.
7. The Prosecuting Attorney shall ensure that data entry, relative to investigations and intake reports, concerning battery, neglect, and exploitation, are entered into the FSSA's prescribed computer software management system in accordance with prescribed

EXHIBIT A

Duties of the Prosecuting Attorney

guidelines and entered within 36 hours after determining whether the status of the case is substantiated or unsubstantiated.

8. The Prosecuting Attorney shall submit to an audit as requested by FSSA of funds paid through this Contract, and shall make all books, accounting records and other documents, excluding confidential criminal investigation/justice information, available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the FSSA or its authorized designee. Copies shall be furnished to the FSSA at no cost. All case files shall remain confidential and within the prosecutor's office.

D. Emergency Services and Housing.

1. The Prosecuting Attorney will, as emergency funds allow, facilitate emergency services and housing to be provided to endangered adults in a "life threatening emergency," as defined in IC §12-10-3-2 and IC §12-10-3-4, and including but not limited to the following: legal services, transportation, food, clothing, utilities, physical or psychological evaluations, environmental modifications, pest control, and temporary placement in a nursing or residential care facility or motel.
2. Emergency funds shall be used exclusively for emergency services and housing.

E. Information Technology and Communications.

1. The Prosecuting Attorney will provide all APS staff internet access capabilities, including computer hardware and software necessary to provide computer network capabilities.
2. The Prosecuting Attorney will provide a telephone/answering system to receive reports of suspected neglect, battery or exploitation to prevent missing "reports of abuse, neglect or exploitation" calls.

F. Program Monitoring by the State.

1. The FSSA may conduct on-site or off-site monitoring reviews of the Program during the term of this Agreement and for up to 90 calendar days after it expires or is otherwise terminated. The Prosecuting Attorney shall extend its full cooperation and give full access to the Program site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
 - a. Whether Program activities are consistent with those set forth in paragraph 1, Purpose of the Agreement, Funds, and the terms and conditions of the Agreement;
 - b. The actual expenditure of state, local and/or private funds expended to date on the Program is in conformity with the amounts for each Budget line item as set forth in Exhibit C and that unpaid costs have been properly accrued; and
 - c. The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement.

EXHIBIT B**Duties of the Indiana Family & Social Services Administration, Division of Aging ("FSSA")**

Pursuant to Indiana Code § 12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." Ind. Code § 12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf as the APS entity for the Designated Service Area to fulfill the requirements of IC § 12-10-3-7 and 455 IAC 1-2, as detailed in this Exhibit.

A. Purpose.

1. The FSSA will administer the APS program in partnership with the APS Hub Prosecutors, the Indiana Prosecuting Attorneys Council, and other stakeholders.

B. Duties.

1. The FSSA will perform the duties required of it under Indiana Code §12-10-3-8 and 455 IAC 1-2-4.
2. The FSSA will assist with maintaining the program's compliance with applicable state and federal standards.
3. The FSSA will maintain an office for APS within its Division of Aging with its Director serving as the primary point of contact for the Prosecuting Attorney and his/her APS unit staff.
4. The FSSA will provide training and technical assistance relevant to the delivery of APS and designed to ensure APS personnel have the most current information available on investigatory techniques, resources to assist endangered adults, and other matters affecting Indiana's adult population and the delivery of APS, pursuant to 455 IAC 1-2-4(4).
5. The FSSA will maintain a statewide toll-free telephone line that is open to receive reports of suspected neglect, battery, or exploitation twenty-four (24) hours a day, seven (7) days a week, pursuant to Ind. Code§12-10-3-12(1).
 - a. The FSSA will ensure individuals who take reports through the statewide toll-free telephone line are trained to recognize neglect, battery, or exploitation; and,
 - b. The FSSA will ensure, when neglect, battery, or exploitation are suspected, that, notwithstanding Ind. Code§12-10-3-18, all available information on the incident will be transferred as soon as possible to the Prosecuting Attorney and his/her APS unit staff.
6. Based on data submitted to the FSSA related to emergency placement services, FSSA will reimburse the APS Program 50% of the Program's total Medicaid eligible expenses through federal Medicaid reimbursements, pursuant to 42 CFR 433.15.
7. The FSSA will coordinate with the Prosecuting Attorney and his/her APS unit staff and provide information needed regarding the placement and care of endangered adults necessary for the Prosecuting Attorney to fulfill his/her obligations under this agreement, pursuant to I.C. §12-10-3-8(2)(B).
8. The FSSA will coordinate with and enter into agreements, when appropriate, with other Indiana state and local agencies to ensure services are in place so the Prosecuting Attorney may fulfill his/her obligations under this agreement, pursuant to 455 IAC 1-2-3.

EXHIBIT B

Duties of the Indiana Family & Social Services Administration, Division of Aging ("FSSA")

9. The FSSA shall provide non-identifying statistical reports to assist the Prosecuting Attorney and APS unit staff in tracking and monitoring APS cases, pursuant to Ind. Code§12-10-3-13.
10. The FSSA, in collaboration with the Indiana Prosecuting Attorneys Council, shall establish performance standards and time periods for the performance of APS unit duties that align with what is reasonably necessary to measure program outcomes and to meet state and federal requirements, pursuant to Ind. Code§12-10-3-12(2) and 455 IAC 1-2-4 (2).
11. The FSSA will defer to the decision of the Prosecuting Attorney with respect to those matters addressed in I.C. §§ 12-10-3-20, 12-10-3-27 (injunctions), 12-10-3-21 (involuntary protective services), and 12-3-10-28 (emergency protective orders).
12. The FSSA acknowledges that the Prosecuting Attorneys are bound by the Indiana Rules of Professional Conduct, such as those regarding extrajudicial statements.
13. The FSSA may conduct on-site or off-site monitoring reviews of the program during the term of the agreement and for up to 90 calendar days after it has expired or is otherwise terminated. The purpose of the review is to determine, among other things:
 - a. Whether program activities are consistent with program purpose, funding applicability, and the terms and conditions of this Contract;
 - b. Actual expenditures of state and local funds expended to date on the program are in conformity with the amounts for each Budget line item set forth in Exhibit C and that unpaid costs have been properly accrued; and
 - c. The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement.

**EXHIBIT C
Budget**

MONROE COUNTY PROSECUTOR

Item Description	Start Date	End Date	Unit of Measure	Total
SFY 24 Adult Protective Services*	7/1/2023	6/30/2024	Actual Cost	\$ 262,374.10
SFY 24 Emergency Services & Housing	7/1/2023	6/30/2024	Actual Cost	\$ 13,492.69
SFY 25 Adult Protective Services**	7/1/2024	6/30/2025	Actual Cost	\$ 262,374.10
SFY 25 Emergency Services & Housing	7/1/2024	6/30/2025	Actual Cost	\$ 13,492.69
Total				551,733.58

* Maximum allowable total for SFY 24 Adult Protective Services

** Maximum allowable total for SFY 25 Adult Protective Services

Process

**EXHIBIT D
APS UNIT'S COUNTIES OF SERVICE FY 2024**

Unit 1	Lake	Unit 6	Madison	Unit 12	Dearborn
			Blackford		Fayette
Unit 1a	LaPorte		Delaware		Franklin
	Jasper		Grant		Jefferson
	Newton		Henry		Ohio
	Porter		Jay		Ripley
	Pulaski		Randolph		Rush
	Starke				Switzerland
		Unit 7	Vigo		Wayne
Unit 2	St Joseph		Clay		Union
	Elkhart		Parke	Unit 13a	Daviess
	Kosciusko		Putnam		Dubois
	Marshall		Sullivan		Greene
			Vermillion		Knox
Unit 3	Allen	Unit 8	Marion		Martin
	Adams		Boone		Pike
	DeKalb		Hamilton	Unit 13b	Vanderburgh
	Huntington		Hendricks		Gibson
	LaGrange				Perry
	Noble	Unit 8b	Shelby		Posey
	Steuben		Hancock		Spencer
	Wells		Johnson		Warrick
	Whitley			Unit 14	Clark
Unit 4	Tippecanoe	Unit 10	Monroe		Floyd
	Benton		Morgan		Harrison
	Carroll		Owen		Scott
	Clinton	Unit 11	Bartholomew	Unit 15	Washington
	Fountain		Brown		Crawford
	Montgomery		Decatur		Lawrence
	Warren		Jackson		Orange
	White		Jennings		
Unit 5	Cass				
	Fulton				
	Howard				
	Miami				
	Tipton				
	Wabash				



MONROE COUNTY COUNCIL
AGENDA REQUEST
(Review form before completing)

DEPARTMENT: Prosecutor

TODAY'S DATE: 07/06/2023

CONTACT PERSON(S): Beth Hamlin

PHONE: (812) 349-2064 EMAIL: bhamlin@co.monroe.in.us

PURPOSE OF REQUEST:

- Creation of New Fund/Account Line(s)
Additional Appropriation(s)
Transfer of Funds
Amend Salary Ordinance

Other (specify)

Please give a THOROUGH narrative explanation of the request (purpose of the request and action needed by Council).

Explanation:

Due to an increase in the number of jury trials in 2023, we anticipate running short in our Trial Preparation and Travel lines by the end of 2023. Additionally, due to difficulty in filling attorney positions, we have funds remaining in several salary lines. This is a request to transfer some of the remaining funds in the 10's lines to our Travel and Trial Prep lines in the 30's.

Complete only the pages below that correspond to the above selected request.

TRANSFER OF FUNDS

DEPARTMENT: Prosecutor

TODAY'S DATE: 07/06/2023

FUND NAME: County General

FUND: 1000

LOCATION: 0009

TRANSFER FROM:

ACCOUNT NUMBER(S)	ACCOUNT DESCRIPTIONS	AMOUNT
<u>13002</u>	<u>Deputy Prosecutor - Felony</u>	<u>\$ 20,000.00</u>
<u>13009</u>	<u>Deputy Prosecutor - Misdemeanor</u>	<u>\$ 20,000.00</u>
GRAND TOTAL		<u>\$ 40,000.00</u>

TRANSFER TO:

ACCOUNT NUMBER(S)	ACCOUNT DESCRIPTION(S)	AMOUNT
<u>30028</u>	<u>Travel</u>	<u>\$ 20,000.00</u>
<u>30037</u>	<u>Trial Prep</u>	<u>\$ 20,000.00</u>
GRAND TOTAL		<u>\$ 40,000.00</u>

GRAND TOTALS MUST MATCH!

Fund	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct
- Fund : 1000											
- Loc : 0009											
- Loc Desc : Prosecutor											
1000	10004	Deputy Prosecutor-Felony	0.00	79,316.00	0.00	0.00	79,316.00	41,071.80	38,244.20	0.00	48.22%
1000	10007	First Deputy	0.00	84,339.00	0.00	0.00	84,339.00	45,413.20	38,925.80	0.00	46.15%
1000	10700	Check Decep/Expungement Coord	0.00	55,219.00	0.00	0.00	55,219.00	29,733.20	25,485.80	0.00	46.15%
1000	11002	Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13001	Administrative Manager	0.00	48,449.00	0.00	0.00	48,449.00	26,087.60	22,361.40	0.00	46.15%
1000	13002	Deputy Prosecutor-Felony	0.00	76,277.00	0.00	(2,862.84)	73,414.16	13,306.42	60,107.74	0.00	81.87%
1000	13003	Executive Director	0.00	47,252.00	0.00	0.00	47,252.00	27,207.90	20,044.10	0.00	42.42%
1000	13004	Victim Assistance Director	0.00	38,692.00	0.00	0.00	38,692.00	30,282.00	8,410.00	0.00	21.74%
1000	13005	Victim Assistant	0.00	34,034.00	0.00	0.00	34,034.00	27,351.80	6,682.20	0.00	19.63%
1000	13006	Office Administrator	0.00	52,325.00	0.00	0.00	52,325.00	18,877.18	33,447.82	0.00	63.92%
1000	13007	Deputy Prosecutor-Felony	0.00	76,277.00	0.00	0.00	76,277.00	41,071.80	35,205.20	0.00	46.15%
1000	13008	Deputy Prosecutor-Misdemeanor	0.00	63,082.00	0.00	0.00	63,082.00	33,966.80	29,115.20	0.00	46.15%
1000	13009	Deputy Prosecutor-Misdemeanor	0.00	66,412.00	0.00	0.00	66,412.00	2,554.30	63,857.70	0.00	96.15%
1000	13010	Deputy Prosecutor-Juvenile	0.00	73,710.00	0.00	0.00	73,710.00	37,291.87	36,418.13	0.00	49.41%
1000	13011	Deputy Prosecutor-Felony Drug	0.00	76,277.00	0.00	0.00	76,277.00	27,723.46	48,553.54	0.00	63.65%
1000	13012	Deputy Prosecutor-Misdemeanor	0.00	63,082.00	0.00	0.00	63,082.00	33,457.20	29,624.80	0.00	46.96%
1000	13013	Deputy Prosecutor-Misdemeanor	0.00	66,412.00	0.00	0.00	66,412.00	26,531.08	39,880.92	0.00	60.05%
1000	13014	Deputy Prosecutor-Felony	0.00	82,374.00	0.00	0.00	82,374.00	44,354.80	38,019.20	0.00	46.15%
1000	13015	Deputy Prosecutor-Dom Violence	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1000	13016	Investigator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13017	Investigator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1000	13018	Senior Legal Secretary	0.00	47,430.00	0.00	0.00	47,430.00	25,538.80	21,891.20	0.00	46.15%
1000	13019	Legal Secretary	0.00	45,027.00	0.00	0.00	45,027.00	24,245.20	20,781.80	0.00	46.15%
1000	13020	Legal Secretary	0.00	47,539.00	0.00	0.00	47,539.00	25,162.90	22,376.10	0.00	47.07%
1000	13021	Intake Legal Secretary	0.00	41,697.00	0.00	0.00	41,697.00	14,513.80	27,183.20	0.00	65.19%
1000	13022	Legal Secretary	0.00	41,697.00	0.00	0.00	41,697.00	22,451.80	19,245.20	0.00	46.15%
1000	13023	Legal Secretary	0.00	43,371.00	0.00	0.00	43,371.00	21,334.60	22,036.40	0.00	50.81%
1000	13024	Victim Assistant	0.00	34,034.00	0.00	0.00	34,034.00	27,351.80	6,682.20	0.00	19.63%
1000	13025	Legal Secretary	0.00	46,283.00	0.00	0.00	46,283.00	24,245.20	22,037.80	0.00	47.62%
1000	13028	Paralegal	0.00	43,917.00	0.00	0.00	43,917.00	16,891.00	27,026.00	0.00	61.54%
1000	13029	Forensic Analyst & Tech. Spec.	0.00	35,058.00	0.00	0.00	35,058.00	18,877.18	16,180.82	0.00	46.15%
1000	13032	Victim Assistant	0.00	31,887.00	0.00	0.00	31,887.00	25,627.00	6,260.00	0.00	19.63%
1000	13033	Criminal Investigator	0.00	52,926.00	0.00	0.00	52,926.00	28,498.40	24,427.60	0.00	46.15%
1000	13034	Criminal Investigator	0.00	49,595.00	0.00	0.00	49,595.00	26,705.00	22,890.00	0.00	46.15%
1000	13425	Dep. Pros-Felony Sex Crimes	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	100.00%
1000	17021	Pros/Chief Pub. Def Supplement	0.00	5,000.00	0.00	0.00	5,000.00	2,692.34	2,307.66	0.00	46.15%
1000	17022	Chief Dep Pros/Chief PD Suppl.	0.00	3,500.00	0.00	0.00	3,500.00	2,019.22	1,480.78	0.00	42.31%
1000	17101	Overtime	0.00	0.00	0.00	2,862.84	2,862.84	2,412.84	450.00	0.00	15.72%
1000	17601	Longevity	0.00	25,234.00	0.00	0.00	25,234.00	16,000.00	9,234.00	0.00	36.59%
1000	17801	Part-Time	0.00	20,000.00	0.00	0.00	20,000.00	19,101.54	898.46	0.00	4.49%
1000	17899	Retention Bonus Supplemental	0.00	66,000.00	0.00	(66,000.00)	0.00	0.00	0.00	0.00	0.00%
1000	18001	FT Self Insurance	0.00	420,000.00	0.00	0.00	420,000.00	245,028.23	174,971.77	0.00	41.66%
1000	18101	FICA	0.00	134,926.00	0.00	(5,049.00)	129,877.00	60,996.92	68,880.08	0.00	53.03%
1000	18201	PERF	0.00	233,447.00	0.00	0.00	233,447.00	114,552.34	118,894.66	0.00	50.93%
1000	20001	Office Supplies	0.00	10,500.00	0.00	0.00	10,500.00	6,515.68	3,984.32	0.00	37.95%
1000	20100	Fuel	0.00	1,000.00	0.00	0.00	1,000.00	83.39	916.61	0.00	91.66%
1000	30003	Printing & Subscriptions	0.00	7,000.00	0.00	0.00	7,000.00	930.44	6,069.56	0.00	86.71%
1000	30004	Repairs: Equipment/Vehicle	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%

1000	30021	Phones & Pagers	0.00	500.00	0.00	0.00	500.00	374.12	125.88	0.00	25.18%
1000	30024	Depositions	0.00	15,000.00	0.00	0.00	15,000.00	14,780.23	219.77	0.00	1.47%
1000	30025	Maintenance	0.00	5,800.00	0.00	(2,500.00)	3,300.00	1,892.35	1,407.65	0.00	42.66%
1000	30026	Library	0.00	20,000.00	0.00	0.00	20,000.00	15,429.89	4,570.11	0.00	22.85%
1000	30028	Training/Travel	0.00	13,250.00	0.00	8,021.65	21,271.65	20,995.26	276.39	0.00	1.30%
1000	30037	Trial Preparation	0.00	20,000.00	0.00	(7,500.00)	12,500.00	4,592.38	7,907.62	0.00	63.26%
1000	30038	Extradition	0.00	20,000.00	0.00	0.00	20,000.00	10,542.50	9,457.50	0.00	47.29%
1000	30039	Professional Memberships	0.00	3,500.00	0.00	0.00	3,500.00	1,023.50	2,476.50	0.00	70.76%
1000	30041	Software	0.00	5,000.00	0.00	0.00	5,000.00	587.88	4,412.12	0.00	88.24%
1000	30042	Technical Services	0.00	500.00	0.00	0.00	500.00	19.99	480.01	0.00	96.00%
1000	30800	Postage	0.00	9,000.00	0.00	2,000.00	11,000.00	7,359.90	3,640.10	0.00	33.09%
			0.00	2,684,149.00	0.00	(71,027.35)	2,613,121.65	1,355,656.03	1,257,465.62	0.00	48.12%
			0.00	2,684,149.00	0.00	(71,027.35)	2,613,121.65	1,355,656.03	1,257,465.62	0.00	48.12%
			0.00	2,684,149.00	0.00	(71,027.35)	2,613,121.65	1,355,656.03	1,257,465.62	0.00	48.12%
			0.00	2,684,149.00	0.00	(71,027.35)	2,613,121.65	1,355,656.03	1,257,465.62	0.00	48.12%

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Emergency Management **MEETING DATE REQUESTED (Tentative):** 07/25/2023
Request Presenter(s): Justin Baker **Phone:** 812-325-4321

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name: _____

Transfer of Funds

Category

Fund Name: Emergency Management Walmart Grant

Fund to Fund

Fund Name A: _____

Fund Name B: _____

Salary Ordinance Amendment *Effective Date of Amendment:* _____

De-Appropriation of Account Lines
Fund Name: _____

Other (Specify) _____

Narrative: Give a **DETAILED SUMMARY** explanation for the request (*purpose, action needed, etc.*).

The Emergency Management Office is requesting a category change from the Contractual account line to the Other Supplies account line for Fund 4931. This is due to the contractual line being determined to be the incorrect category for the items being purchased by the grant amount of \$1,000.00.

The Monroe County Emergency Management Agency has partnered up with a local Fire Department and Police Department to help them find funding for much-needed on-scene safety equipment for their responders. Earlier this year, the Emergency Management Agency applied for a grant through the Walmart Community Grant Foundation and was recently notified that we were awarded a grant in the amount of \$1,000.00 to go towards this project. This project has the purpose of purchasing accountability tags for first responders within Monroe County to help keep our responders safe and secure while on the scene of an incident. We are seeking for the approval of this additional appropriation into the 4931 Fund.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

*Council recommends making any In-House Transfers **PRIOR** to requesting a Category Transfer.*

DEPARTMENT: Emergency Management

MEETING DATE REQUESTED (*Tentative*): 7/25/2023

Fund Name: Em. Mgmt Walmart Grant

Fund Number: 4931

Location Number: 0000

TRANSFER FROM:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
30006	Contractual	1,000.00
GRAND TOTAL		1,000.00

TRANSFER TO:

<u>Account Number</u>	<u>Account Description</u>	<u>Amount Requested</u>
20011	Other Supplies	1,000.00
GRAND TOTAL		1,000.00

GRAND TOTALS MUST MATCH!

Council Staff will notify Department when the approved transfer has been completed.

Cash balance as of 7/21/23= \$1,000	Acct	Acct Desc	Carry Forward Approp	Original Approp	Addtl Approp	Adj Approp	Total Approp	Expenditure	Unexpnd Balance	Encumbrance	Unexpnd Pct	
-	Fund : 4931											
-	Loc : 0000											
-	Loc Desc : No Department											
	4931	30006	Contractual	0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
				0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
				0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
				0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%
				0.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00	100.00%



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="No additional funding"/>	<input type="text"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

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

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

Attorney who reviewed:

ORDINANCE 2023-19

An Ordinance Approving the Interlocal Cooperation Agreement between the Monroe County Township Trustee Association and Monroe County, Indiana, regarding community relief.

WHEREAS, Monroe County Government ("Monroe County") and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

WHEREAS, Township Executives ("Townships"), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

WHEREAS, the Townships in Monroe County¹ previously organized as the "Monroe County Trustees Association", was a signatory of the Interlocal, attached as "Exhibit A", that is requested to be extended.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana that the Agreement, attached as Exhibit A is hereby approved.

Approved this 24th day of May, 2023, by the Board of Commissioners of Monroe County.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"



Penny Githens, President



Julie Thomas, Vice President

Not Present

Lee Jones, Commissioner

"NAYS"

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

ATTEST:



Catherine Smith, Auditor

EXHIBIT A

AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN MONROE COUNTY AND TOWNSHIP GOVERNMENTS TO DELIVER RELIEF FROM IMMEDIATE AND LONGER-TERM COVID-19 ECONOMIC IMPACTS

WHEREAS, Monroe County Government (“Monroe County”) and its various elected and appointed officers serve all residents of Monroe County, Indiana; and,

WHEREAS, Township Executives (“Townships”), provided for by Indiana Code 36-6-4 et seq., are charged with broad and varied responsibilities within their individual jurisdictions within Monroe County, including providing for financial assistance and other aid to residents within their jurisdictions under Indiana Code 12-20 and 12-30-4; and

WHEREAS, the Townships in Monroe County¹ previously organized as the “Monroe County Trustees Association” (“Association”), secured an Employer Identification Number (“EIN”), elected an organizational structure and voted on officers (including a President, Vice-President, and a Secretary/Treasurer), and maintain a bank account for their purposes; and

WHEREAS, Monroe County and its various elected and appointed officers are – among other duties – charged with assessing property, collecting and distributing real and personal property taxes, enforcing local and state laws, prosecuting violations of those local and state laws, operating a court-system for all civil and criminal matters in Monroe County, Indiana and operating public buildings including a local correctional center; and

WHEREAS, in the course of carrying out their wide-ranging statutory duties Monroe County and the Townships touch the lives of and operate in service to the same residents; and

WHEREAS, Monroe County and the Townships recognize that the 2019 Novel Coronavirus (COVID-19) pandemic and public health emergency created by COVID-19 has negatively affected and challenged the residents of Monroe County in many ways, including financially and economically; and

WHEREAS, the impacts of COVID-19 may likely not be felt for many months, due to closures of courts, cessations of enforcement actions and evictions for a period of time, delays of utility bills, and similar freezes that were necessary due to COVID-19; and

WHEREAS, residents of Monroe County, Indiana will eventually face the realities of taxes, fees, rents, bills, and possible penalties for late or non-payment, but may not have the financial means to handle those realities and the impact may occur after the Governor of Indiana’s Executive Orders have ended; and

WHEREAS, when those residents, served by Monroe County and the Townships, face financial burdens they may look to relief from Monroe County and the Townships, whether in the form of statutorily-

¹ Including those from the following Townships: Bean Blossom, Benton, Bloomington, Clear Creek, Indian Creek, Perry, Polk, Richland, Salt Creek, Van Buren, and Washington.

allowed financial assistance from Townships or relief from enforcement of local and state laws and penalties by Monroe County; and

WHEREAS, the Monroe County Board of Commissioners (“Commissioners”) and the Association wish to use the interlocal cooperation authority statutorily granted to units of government by Indiana Code 36-1-7 et seq. collaborate in service to all residents of Monroe County; and

WHEREAS, the Commissioners and the Association each vow to use the authority to do *“what is necessary and desirable in the conduct of its affairs even though not specifically granted by statute”*, provided by Home Rule and granted pursuant to Indiana Code 36-1-3 et seq., to proactively assist and improve outcomes for those residents, and to reduce harm, which should result in benefits to Monroe County and the Townships.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. Purpose and Duration of Agreement

The Monroe County Board of Commissioners (“Commissioners”) and the Monroe County Trustees Association (“Association”) agree to enter into this Interlocal Agreement for the purpose of delivering COVID Relief Funds (“Funds”) to residents of Monroe County negatively impacted by the novel Coronavirus (COVID-19). This Agreement shall be in effect from the date of signature by both the County and the Association and approval by the Monroe County Council, and until July 1, 2024, unless extended by mutual, written agreement of the parties.

Funds may be granted by the Association only upon a written request of one of the Townships, which is a member of the Association, and only if one of the following conditions is met:

- (1) The requesting Township has exhausted all of its available assistance dollars;
- (2) The requesting Township determines a COVID-19-related need exists for one of its residents and wishes to provide assistance to the resident, but the need exceeds the dollar amount the Township may normally provide, per the Township’s Guidelines; or
- (3) The Township determines a COVID-19-related need exists, which is not eligible per the Township’s Guidelines.

II. Transfer of Funds from Monroe County Government to the Association

Monroe County shall transfer a total amount not to exceed Two Hundred Thousand Dollars (\$200,000) to the Association. Rainy Day Funds in that amount, have already been appropriated by the Monroe County Council (“Council”), due to the COVID-19 pandemic.

Per local Ordinance, Monroe County’s Rainy Day Funds may be used to cover expenses related to emergencies and unforeseen circumstances for which no other funding source exists. The Commissioners and Council find that COVID-19 and its long-reaching and detrimental impacts on Monroe County residents is just such an emergency and was definitely unforeseen. The Funds shall be distributed to the Association, who will serve as the fiscal agent for the Funds and will hold the Funds in the Association bank account and provide reporting, as required by Paragraph IV, below. The Association shall provide the

same legal and financial stewardship and fiscal responsibility over the Funds as is required of other Township dollars, which are audited by the State Board of Accounts.

The Funds shall be distributed in increments of Twenty Five Thousand Dollars (\$25,000), with the first installment being made by the Monroe County Auditor on or before June 30, 2020. The Association may request additional installments of Twenty Five Thousand Dollars (\$25,000) to be paid to the Association, by the Monroe County Auditor, as needed, up to the total of Two Hundred Thousand Dollars (\$200,000). The Monroe County Auditor shall require each installment to go through the normal claims process followed by Monroe County Government and required by the State Board of Accounts.

III. Disbursement of Funds from Townships to Applicants

The Association shall choose three (3) of its members to serve as a COVID Committee. The three members may rotate and change, as needed, based upon the discretion of the Association's President. No request made by a Township may be approved, unless two of the three members of the COVID Committee votes positively in support of the request.

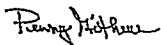
IV. Accounting and Reporting of Expenditures of Funds from Townships to Monroe County

At least once each month, a representative of the Association shall attend a public meeting of the Commissioners' and report to the Commissioners which Townships have received Funds. A copy of each written Township request approved by the COVID Committee shall be provided to the Commissioners at the public meeting, which shall be made a part of the written record and minutes of the Commissioners' meeting. Such record shall be kept by the Monroe County Auditor.

Executed and Approved by the Monroe County Board of Commissioners

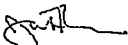
"YEAS"

"NAYS"



Penny Githens, President

Penny Githens, President



Julie Thomas, Vice President

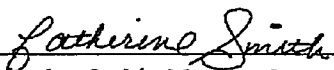
Julie Thomas, Vice President

Not Present

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:



Catherine Smith, Monroe County Auditor

Executed and Approved by Monroe County Township Trustee Association

Efrat Rosser

Efrat Rosser, President

Approved by the Monroe County Council, in lieu of sending to the Indiana Attorney General, as required by Indiana Code 36-1-7 et seq.

"AYES"

"NAYS"

Kate Wiltz, President

Kate Wiltz, President

Trent Deckard, President Pro Tempore

Trent Deckard, President Pro Tempore

Jennifer Crossley, Member

Jennifer Crossley, Member

Marty Hawk, Member

Marty Hawk, Member

Geoff McKim, Member

Geoff McKim, Member

Cheryl Munson, Member

Cheryl Munson, Member

Peter Iversen, Member

Peter Iversen, Member

Attest: _____

Catherine Smith, Auditor – Monroe County, Indiana Monroe County, Indiana

Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Legal MEETING DATE REQUESTED (*Tentative*): July 25, 2023
Request Presenter(s): David Schilling/ Molly Turner-King Phone: 812-349-2525

Was the Council Liaison notified prior to submitting this Agenda Request: Yes

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment *Effective Date of Amendment:*

De-Appropriation of Account Lines

Fund Name:

Other (*Specify*) Transfer of Parcel to Town of Stinesville

Narrative: Give a DETAILED SUMMARY explanation for the request (*purpose, action needed, etc.*).

The Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.⁴⁵

ORDINANCE 2023- 26

A joint ordinance of the Monroe County Council (“Council”) and of the Board of Commissioners of the County of Monroe, Indiana (“Commissioners”) approving the transfer of a parcel, for no consideration, to the Town of Stinesville, Indiana.

WHEREAS, on or about July 12, 2021, the Commissioners obtained a Tax Sale Deed for Parcel Number 53-03-17-403-046.000-002 which is described as the West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana;

WHEREAS, the Commissioners have no intended use for the parcel;

WHEREAS, the Town of Stinesville, Indiana, is interested in obtaining the parcel for Town government purposes;

WHEREAS, Indiana Code 36-1-11-8 authorizes Indiana governmental entities to transfer property to other governmental entities for any or no consideration; and,

WHEREAS, the Council and the Commissioners have considered the matter and find that transferring the parcel to the Town of Stinesville, Indiana, for Town purposes, would serve the general welfare of the residents of Monroe County, Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners and the Monroe County Council, that the attached Quit-Claim deed transferring the parcel to the Town of Stinesville, Indiana, should be executed and that the Commissioners are hereby authorized to do so.

Adopted this _____ day of _____, 2023, by the Council.

“AYES”

“NAYS”

KATE WILTZ, President

KATE WILTZ, President

TRENT DECKARD, President Pro Tempore

TRENT DECKARD, President Pro Tempore

JENNIFER CROSSLEY

JENNIFER CROSSLEY

MARTHA HAWK

MARTHA HAWK

PETER IVERSEN

PETER IVERSEN

GEOFF McKIM

GEOFF McKIM

CHERYL MUNSON

CHERYL MUNSON

Adopted this this _____ day of _____, 2023, by the Commissioners.

"AYES"

"NAYS"

PENNY GITHENS, President

PENNY GITHENS, President

JULIE THOMAS, Vice President

JULIE THOMAS, Vice President

LEE JONES, Commissioner

LEE JONES, Commissioner

ATTEST:

CATHERINE SMITH, Auditor

Mail Tax Statements to:
Town of Stinesville, IN
c/o Clerk Treasurer
P.O. Box 53
Stinesville, IN 47464

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, that THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, MONROE COUNTY, INDIANA (hereinafter referred to as "Grantor") Releases and Quit-Claims all of its interest to THE TOWN OF STINESVILLE, INDIANA (hereinafter referred to as "Grantee"), for no consideration, the following described real estate in Monroe County, State of Indiana, to wit:

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana, parcel number 53-03-17-403-046.000-002 (002-01060-00).

IN WITNESS WHEREOF, Grantor has set its hand and seal this ____ day of _____, 2023.

The Board of Commissioners of the County of
Monroe, Monroe County, Indiana,
BY:

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, at which time Penny Githens, Julie Thomas, and Lee Jones, Commissioners of the Board of Commissioners of the County of Monroe, of Monroe County, Indiana, personally appeared and acknowledged the execution of the above and foregoing Quit-Claim Deed to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(name printed)
A resident of _____ County

Commission No.: _____

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

signature, Witness

(name printed)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2023, personally appeared the above-named WITNESS, _____, to the foregoing instrument, who, being by me duly sworn, did depose and say that she/he knows Penny Githens, Julie Thomas, and Lee Jones, to be the individuals described in, and who executed, the foregoing instrument; that said WITNESS was present and saw Penny Githens, Julie Thomas, and Lee Jones execute the same; and that said WITNESS at the same time subscribed her/his name as witness thereto.

My Commission Expires: _____

Notary Public

(name printed)

A resident of _____ County

Commission No.: _____

Property Address: West Main Street, Stinesville, IN 47464

Grantee's Address: Town of Stinesville, IN, c/o Clerk Treasurer, P.O. Box 53, Stinesville, IN 47464

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. David B. Schilling

This instrument was prepared by David B. Schilling, Monroe County Attorney, Courthouse, Room 220, 100 W. Kirkwood Ave., Bloomington, Indiana 47404, (812) 349-2525

DULY ENTERED
FOR TAXATION

JUL 29 2021

Catherine Smith

Auditor Monroe County, Indiana

Tax Title Deed

2021014598 TX TITLE \$0.00
07/29/2021 11:08:24A 4 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Whereas **Board of Commissioners of the County of Monroe, Indiana** of Indiana did, the **12th day of July, 2021** produced to the undersigned, Catherine Smith, Auditor of Monroe County in the State of Indiana, a tax sale certificate dated the 15th day of October 2020 duly signed by the Monroe County Auditor, from which the **Board of Commissioners of the County of Monroe, Indiana** on the 15th day of October 2020 acquired a lien on the below described property pursuant to I.C. 6-1.1-24-6:

002-01060-00 Stinesville W1/2 Lots 89 & 90 & Vac Alley

53-03-17-403-046.000-002

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana

Commonly known as: W Main St, Stinesville, IN 47464

Formerly In The Name Of: **Payton, Reginald & Debra**

Such real property has been recorded in the office of Monroe County Auditor as delinquent for the nonpayment of taxes, and proper notice of the sale has been given. It appearing that **Board of Commissioners of the County of Monroe, Indiana** is the owner of the Tax Sale Certificate, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order (**Cause No 53C01-2105-TP-000991**) dated the **15th of June, 2021** for the issuance of a deed for the real property described in the Certificate of Sale, that the records of the Monroe County Auditor's Office state that the real property was legally liable for taxation, and that the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments due in the years 2018 and 2019.

Therefore, this indenture, made this **12th day of July, 2021**, between the State of Indiana, by Catherine Smith, Auditor of Monroe County, of the first part, and **Board of Commissioners of the County of Monroe, Indiana** of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, the real property described above and in the Certificate of Sale, situated in the County of Monroe, and State of Indiana, to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said county is empowered by law to convey the same.

In testimony whereof, Catherine Smith, Auditor of Monroe County, has hereunto set her hand, and affixed the seal of the Board of the County Commissioners, the day and year last above mentioned.

WITNESS: Stephanie L Carter
Deputy Auditor of Monroe County

STATE OF INDIANA)
):
COUNTY OF MONROE)

Before me, the undersigned, Clerk of the Monroe Circuit Court, in and for said county, this day, personally came the above named Stephanie L Carter, Deputy Auditor of said county, and acknowledged that she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 12th day of July, 2021.

Nicole Browne
Nicole Browne, Clerk
Monroe Circuit Court

Mail tax bills and deed to:
Board of Commissioners of Monroe, Indiana
100 W Kirkwood Ave, Room 322
Bloomington, IN 47404

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Prepared by: Stephanie L Carter

STATE OF INDIANA) IN THE MONROE CIRCUIT COURT
) ss:
COUNTY OF MONROE) CAUSE NO.: 53C01-2105-TP-000991

IN RE THE 2020 TAX SALE

BOARD OF COMMISSIONERS OF THE
COUNTY OF MONROE, INDIANA,

Petitioner,

vs.

REGINALD PAYTON, DEBRA PAYTON, and
SOUTH CENTRAL REGIONAL SEWER DISTRICT,

Respondents.

ORDER DIRECTING THE AUDITOR OF
MONROE COUNTY, INDIANA, TO ISSUE TAX DEED

This action came before the Court on the Petitioner Board of Commissioners of the County of Monroe, Indiana's, Verified Petition for Tax Deed ("Petition"), in the following words and figures, to wit:

[H.I.]

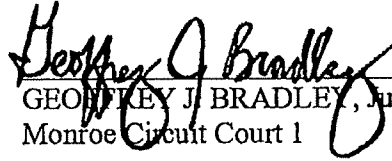
And the Court, having reviewed its file on the action and being duly advised in the premises, hereby finds:

1. The time of redemption has expired;
2. The real property has not been redeemed from the sale;
3. Pursuant to Indiana Code 6-1.1-24-6(c) and Indiana Code 6-1.1-25-4(e), the County is not required to pay the taxes, special assessments, penalties, and costs due on the Tract in order to obtain a tax deed for the Tract;
4. All notices required by law have been given;
5. No persons have appeared in person or by counsel and no written objections have been filed to the Petition; and,
6. The Petitioner has complied with all provisions of law entitling it to receive the requested tax deed.

IT IS, THEREFORE, ORDERED by the Court that the Auditor of Monroe County, Indiana, shall issue a tax deed to the Board of Commissioners of the County of Monroe, Indiana, to the following real property in Monroe County, Indiana:

Parcel ID #:	53-03-17-403-046.000-002
Legal:	Stinesville W1/2 Lot 89 & 90 w/Vac Alley
Common Address:	W. Main St., Stinesville, IN 474647
Tax Sale Certificate #:	20017

SO ORDERED, this 15th day of June, 2021.



GEOFFREY J. BRADLEY, Judge
Monroe Circuit Court 1

Distribution:
David B. Schilling
Auditor of Monroe County, Indiana



User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:14:00PM EDT

Job Number: 200761195

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-8](#)

Client/Matter: -None-

[Burns Ind. Code Ann. § 36-1-11-8](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > *Title 36 Local Government (Arts. 1 — 12)* > *Article 1 General Provisions (Chs. 1 — 30)* > *Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§ 36-1-11-1 — 36-1-11-18)*

36-1-11-8. Transfer or exchange of property with governmental entity.

A transfer or exchange of property may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity. Such a transfer may be made for any amount of real property, cash, or other personal property, as agreed upon by the entities.

History

IC 36-1-11-8, as added by Acts 1981, P.L.57, § 37.

Annotations

Notes to Decisions

Applicability.

Transfer of Property.

Applicability.

In a dispute between the city, the county, and the city/county building authority over the city's failure to convey a criminal justice center to the county years after the building lease concluded, the building authority lacked the statutory authority to agree to the turn-over provision because the property was not acquired by gift, devise, or bequest. In addition, Ind. Code ch. 36-1-11 did not provide the building authority with authority to dispose of the property because it conflicted with Ind. Code ch. 36-9-13, which was the more specific provision and thus was controlling. [City of New Albany v. Bd. of Comm'rs, 125 N.E.3d 636, 2019 Ind. App. LEXIS 223 \(Ind. Ct. App.\)](#), transfer granted, vacated, [138 N.E.3d 961, 2019 Ind. LEXIS 944 \(Ind. 2019\)](#), superseded, [141 N.E.3d 1220, 2020 Ind. LEXIS 275 \(Ind. 2020\)](#).

Transfer of Property.

In a dispute about the ownership of a criminal justice center, the turn-over provision in the lease between the county and the building authority was valid and enforceable as there was no conflict between [Ind. Code § 36-9-13-22\(a\)\(6\)](#) and [Ind. Code § 36-1-11-8](#); while [Ind. Code § 36-9-13-22](#) set forth specific powers of the board of directors of a building authority, it did not limit a building authority's ability to transfer property; and, while [Ind. Code § 36-1-11-8](#) provided that governmental agencies could transfer or exchange property, the fact that there were multiple code sections that gave a building authority the ability to transfer property did not mean that the statutes were inconsistent absent some language that indicated as much. *City of New Albany v. Bd. of Comm'rs of Floyd*, 141 N.E.3d 1220, 2020 Ind. LEXIS 275 (Ind. 2020).

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End of Document



User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:11:00PM EDT

Job Number: 200760889

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-3](#)

Client/Matter: -None-

[Burns Ind. Code Ann. § 36-1-11-3](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

*Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 1
General Provisions (Chs. 1 — 30) > Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§
36-1-11-1 — 36-1-11-18)*

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive.

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

(1) Every sale of real property that has an appraised value of at least:

(A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or

(B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).

(2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.

(3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L.35-1990, § 43](#); [P.L.82-1995, § 9](#); [P.L.124-1998, § 11](#); [P.L.27-2008, § 1](#), eff. July 1, 2008; [P.L.257-2013, § 40](#), emergency eff. July 1, 2013; [P.L.28-2017, § 1](#), effective July 1, 2017.

Annotations

NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kahlo, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

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End of Document



User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:10:00PM EDT

Job Number: 200760708

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-3](#)

Client/Matter: -None-

[Burns Ind. Code Ann. § 36-1-11-3](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > *Title 36 Local Government (Arts. 1 — 12)* > *Article 1 General Provisions (Chs. 1 — 30)* > *Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§ 36-1-11-1 — 36-1-11-18)*

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive.

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

(1) Every sale of real property that has an appraised value of at least:

(A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or

(B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).

(2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.

(3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L.35-1990, § 43](#); [P.L.82-1995, § 9](#); [P.L.124-1998, § 11](#); [P.L.27-2008, § 1](#), eff. July 1, 2008; [P.L.257-2013, § 40](#), emergency eff. July 1, 2013; [P.L.28-2017, § 1](#), effective July 1, 2017.

Annotations

NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kahlo, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

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End of Document



User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:06:00PM EDT

Job Number: 200760280

Document (1)

1. [Burns Ind. Code Ann. § 36-2-2-20](#)

Client/Matter: -None-

Burns Ind. Code Ann. § 36-2-2-20

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

*Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 2
Counties (Chs. 1 — 20) > Chapter 2 County Executive (§§ 36-2-2-1 — 36-2-2-30)*

36-2-2-20. Acquisition and disposal of county property authorized.

The county executive may make orders concerning county property, including orders for:

- (1) The sale of the county's public buildings and the acquisition of land in the county seat on which to build new public buildings; and
- (2) The acquisition of land for a public square and the maintenance of that square.

However, a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.

History

IC 17-1-14-11, 17-1-24-33, recodified as IC 36-2-2-20 by Acts 1980, P.L.212, § 1.

Annotations

Notes to Decisions

Choses in Action.

Contents of Notice.

County Seat Removal — Expense of New Buildings.

Execution Sales.

Old Buildings in Payment for Labor.

Poor Asylum.

Sale of Property.

Choses in Action.

County boards could dispose of choses in action belonging to their counties. [Shannon v. O'Boyle, 51 Ind. 565, 1875 Ind. LEXIS 377 \(Ind. 1875\); Vanarsdall v. State, 65 Ind. 176, 1879 Ind. LEXIS 234 \(Ind. 1879\).](#)

Contents of Notice.

A notice for the sale of public property was required to state the least price that would be received for such property and the kind of security that the purchaser would be required to give. [Platter v. Board of Comm'rs, 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 \(Ind. 1885\).](#)

County Seat Removal — Expense of New Buildings.

The legislature cannot require that the expenses of erecting county buildings on the removal of a county seat shall be borne by the township in which the county seat is located. [Crist v. Molony, 187 Ind. 614, 119 N.E. 1001, 1918 Ind. LEXIS 75 \(Ind. 1918\).](#)

Execution Sales.

By cases decided prior to the enactment of former IC 17-1-24-27, it was held that property of a county might, in certain instances, be sold on execution. [Lowe v. Board of Comm'rs, 94 Ind. 553, 1884 Ind. LEXIS 112 \(Ind. 1884\); State ex rel. Courter v. Buckles, 8 Ind. App. 282, 35 N.E. 846, 1893 Ind. App. LEXIS 64 \(Ind. Ct. App. 1893\).](#)

Old Buildings in Payment for Labor.

An arrangement by which old buildings were to be taken in payment for labor in removing the same, and for materials and labor in repairing such buildings after such removal, was not a sale of such buildings. [Crow v. Board of Comm'rs, 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 \(Ind. 1889\).](#)

Poor Asylum.

County boards cannot discontinue the use of the poor asylum of the county until another has been provided. [Platter v. Board of Comm'rs, 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 \(Ind. 1885\).](#)

Sale of Property.

County boards may sell, in the manner provided by statute, the property of the county that is not needed for county purposes. [Platter v. Board of Comm'rs, 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 \(Ind. 1885\); Crow v. Board of Comm'rs, 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 \(Ind. 1889\).](#)

Opinion Notes

Opinions of Attorney General

The sale by counties of property acquired through the foreclosure of school fund mortgages should be under Acts 1943, ch. 251, § 26, p. 707, and the property should be treated like all other county property after the school fund has been reimbursed and such property should be sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

The sale by counties of property acquired through the foreclosure of school fund mortgages was governed by former IC 21-1-7-26, and the property was to be treated like all other county property after the school fund had been reimbursed and sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

Burns' Indiana Statutes Annotated
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End of Document

Kim Shell

From: Lori Seelen <lseelen@wisconsultants.com>
Sent: Monday, June 12, 2023 9:45 AM
To: Kim Shell
Subject: Re: Reviews/Classification Requests

Kim,

The Commissioners' Administrator job description does need to be revised. The current duty states " Directs and oversees the daily operations and personnel of the Commissioners' office, including all maintenance staff, Human Resources staff, and Payroll staff. Provides oversight to the Legal Department, Technical Services Department, Building Department, Highway Department, Veteran's Affairs, and Emergency Management." If I am reading the new Board of Commissioners organizational chart, the Human Resources (aka Employee Services) and Payroll Staff need to be removed and inserted into the list of departments' she is providing oversight to.

Let me know.

Lori Seelen
Senior Consultant

Waggoner, Irwin, Scheele & Associates, Inc.
118 S. Franklin St.
Muncie IN 47305
(765) 286-5195 office
(765) 717-2205 mobile
www.wisconsultants.com

Information or documents provided from Waggoner, Irwin, Scheele & Associates Inc. is not legal advice. Any use of such information or documents or any part thereof should be undertaken only with the prior advice of your own legal counsel. Our opinion is based exclusively on the facts and circumstances described in documentation and communication with Waggoner, Irwin, Scheele & Associates Inc. Existence of any other information not contained in the provided communication could alter our conclusions. This correspondence is not and should not be construed as legal advice.

On Friday, June 9, 2023 at 10:27:48 AM EDT, Kim Shell <kshell@co.monroe.in.us> wrote:

Good Morning

On June 6th PAC Members approved WIS reviewing again the Personnel Administrator. This is due to the email received from WIS explaining duties would need to be removed from the Commissioners' Administrator's position regarding HR duties. I believe your misunderstanding with regards to reclassifying the Personnel Administrator was due to the org chart that was sent. The Employee Services Department is one of ten departments under the purview of the Commissioners (see attached Commissioners Org Chart ALL). The Commissioners' Administrator is not involved in the daily operations of the Employee Services Department or any of the departments under their purview. Each Department has a department head for that department. The request is to review the Personnel Administrator as the Department Head for the Employee Services Department.

Also, Employee Services submitted a request to add an EDS Administrative Assistant which was approved by PAC to forward to WIS. The job title is a suggestion, if you find a better title, please make a recommendation. Please see the org chart "detail" of the Employee Services Department. Again, please keep in mind the Commissioners' Administrator is not involved in the daily operations of the Employee Services Department.

Please let me know if you have any questions regarding these requests.

Have a great rest of the day.

Kim 😊

Kimberly Shell

Council Administrator

Monroe County Council

100 W Kirkwood Avenue, Ste 306

Bloomington IN 47404

Office: 812-349-2516

kshell@co.monroe.in.us

Kim Shell

From: Lori Seelen <lseelen@wisconsultants.com>
Sent: Tuesday, June 13, 2023 1:27 PM
To: Kim Shell
Subject: Re: Reviews/Classification Requests
Attachments: ESD Assistant 2023.doc; Commissioners' Administrator 2023.doc; Employee Services 6-13-23.pdf

Good Morning Kim,

I am attaching a memo and 2 job descriptions for the Employee Services department. I did not make any changes to the description prepared for Personnel Administrator in March, and actually the language in the memo is the exact language from the March memo.

I revised the Commissioners' Administrator job description as we discussed on the phone. The changes do not warrant a review, but the description needed to be revised for accuracy.

Now, the "Administrative Assistant" new position... I changed the title to ESD Assistant. The position is not performing administrative assistant/clerical type duties. But, the position duties are "assisting with" more than administrative or technological. As the position is written, especially with the questionnaire stating the position must have Supervisor's permission to deviate from standard operating procedures", and "No independent decision making." the position reads as a "support" COMOT position. As this is a new position, it may need to be reviewed again a year after the position is established and an incumbent is actually working in it.

Lori Seelen
Senior Consultant

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**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

EXE B

POSITION: Commissioners' Administrator
DEPARTMENT: Board of County Commissioners
WORK SCHEDULE: 8:00 a.m. - 4:00 p.m., M-F
JOB CATEGORY: EXE (Executive)

DATE WRITTEN: January 2010

STATUS: Full-time

DATE REVISED: February 2021, June 2023

FLSA STATUS: Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Commissioners' Administrator for the purpose of directing the executive administration functions of the County, performing duties according to IC 36-2-2-14, and serving at the pleasure of the Board.

DUTIES:

Assists in the administration and enforcement of policies and resolutions of the executive and recommends policies/procedures for adoption to the executive.

Serves as the County ADA Coordinator.

Coordinates, oversees, and executes County activities as directed by County Commissioners, ensuring compliance with federal and state laws.

Receives and timely relays information on matters of interest to the Board and recommends responses to the Commissioners.

Directs and oversees the daily operations and personnel of the Commissioners' office, including all maintenance staff, and Fleet and Building staff. Provides oversight to the Legal Department, Technical Services Department, Building Department, Highway Department, Employee Services Department, Veteran's Affairs, and Emergency Management. Communicates/administers personnel programs and procedures, updating staff of organizational developments, planning/delegating work assignments, establishing goals, providing training/orientation, evaluating performance, maintaining discipline, and recommending corrective action as warranted. Periodically analyzes human resources needs of department interviews and hires personnel, reviews position responsibilities and salaries, and recommends promotions/demotions as appropriate.

Serves as liaison for the County Commissioners between County departments, elected officials, commissioners, maintenance contractors, vendors, news media, state and local agencies,

attorneys, and the public, relaying messages, coordinating activities/projects, receiving complaints, concerns, and assisting in resolving problems.

Communicates effectively to all branches of government the policies, procedures, and other relevant information as appropriate.

Coordinates bid lettings, including preparing specifications and bid packets, soliciting bidders, reviewing bids, and making recommendations regarding contract awards.

Prepares and submits Commissioners' budgets for each fiscal year. Assists Commissioners' department heads with annual budgets and requests for additional appropriations as requested, providing financial analysis upon request, including reviewing current year's income and expenses and projecting costs.

Plans, develops, implements, and directs organization's operational and fiscal function and performance.

Monitors activities of Monroe County employees under the control of the Board.

Attends all meetings of the Board and represents Commissioners in their absence at other meetings and functions as requested.

Leads monthly department head meetings for all MCG offices. Prepares and updates Board of Commissioners Continuity of Operations Plans.

Oversees and ensures execution of special projects as directed by the Board and makes recommendations as appropriate.

Reviews financial information of the County Commissioners and advises Board on matters pertaining to Board's finances.

Prepares reports and correspondence for Commissioners as requested or directed.

Develops and recommends long and short-term goals, policies, and other measures for the Board, and implements as directed.

Plans, coordinates, and monitors long-range capital improvement projects. Supervises acquisition, construction, use and maintenance of all buildings, furnishings, and equipment owned or leased by County. Communicates with vendors as necessary.

Receives and responds to inquiries related to Board of Commissioners, including investigating complaints and directing citizens, government officials, and vendors to appropriate Commissioner, department, or agency.

Acts as media spokesperson, preparing news releases, arranging for public news conferences and ceremonial events and ensuring media receives accurate data. Interacts and represents Monroe

County Government during communications and negotiations with City of Bloomington and local businesses.

Works with City of Bloomington executive and legal staff in creation of yearly fiscal budget for Monroe County Central Emergency Dispatch Center.

Assists with County liability and property loss insurance programs and serves as County Safety Coordinator, implementing risk management training and overseeing processing of claims.

Assists County employees, Elected Officials, Department Heads, and citizens with questions or issues that need to be addressed by County Commissioners.

Works with health benefit brokers to ensure fair and reasonable rates for the County Self Insurance. Assists in reviewing health insurance plans, evaluating costs and developing recommendations for improving coverage.

Supports selection process in hiring new County personnel, including screening applications, administering exams, interviewing applicants, and making hiring recommendations.

Performs related duties as assigned and/or created by Resolution.

I. JOB REQUIREMENTS:

Bachelor's degree in public administration, public finance/accounting, political science, or a related field with a minimum five years experience. A Master's or Juris Doctorate degree is strongly preferred.

Must be at least 21 years of age.

Must be a resident of Monroe County or agree to move to Monroe County within one year of acceptance of position.

Ability to meet all hiring requirements including passage of a drug test.

Extensive knowledge of the fiscal, legislative, and executive functions of County Commissioners and ability to make practical application of specified rules and regulations in performing interrelated tasks.

Thorough knowledge of the practices and principles of budget and personnel administration, with ability to assure proper and accurate preparation of grants, budgets, and related financial projections and effectively review department statistical, financial, and related progress reports as needed

Thorough knowledge of modern principles, practices, and theory of public administration and Indiana County governmental administration with ability to apply general rules and regulations to specific problems involving County Commissioners, departments, staff, and the public.

Working knowledge of purpose and function of all County departments, and principles and practices of salary administration and budgeting in the public sector.

Ability to act as Chief of Staff for the Board and supervise department heads and managers of various County departments under the control of the Commissioners, Commissioners' Office staff, and maintenance and security staff.

Ability to provide public access to or maintain confidentiality of County information and records according to state requirements.

Ability to comply with all County and departmental policies and work rules, including but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to competently serve the public with diplomacy and respect, including occasional encounters with irate/hostile persons.

Ability to effectively communicate orally and in writing with co-workers, other County departments, personnel and officials from other governments, municipalities, courts, law enforcement and other government agencies, attorneys, media, vendors, community, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to organize and present logical conclusions and sound recommendations resulting from analysis of administrative, financial, factual, or other information derived from a variety of sources; and effectively prepare accurate and reliable reports, correspondence, and related data.

Ability to prepare and make public speaking presentations.

Ability to testify in legal proceedings/court.

Ability to work alone with minimum supervision and with others in a team environment, on multiple tasks for long periods, and under time pressure.

Ability to work extended and/or evening hours and travel out of town, occasionally overnight for meetings and conferences occasionally overnight.

Ability to respond to emergencies on a 24-hour basis.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent applies specialized knowledge of public administration to the overall operation of County departments and performs according to standard policies and procedures and standard practices of the profession. Independent judgment is required in developing and implementing policies and procedures and interpreting and applying legal requirements to individual cases as appropriate.

III. RESPONSIBILITY:

Incumbent makes a major contribution to Commissioners' operations by ensuring compliance with local, state, and federal regulations and guidelines and assisting Commissioners with statutory duties. Incumbent's work is reviewed for soundness of judgment and attainment of objectives along with compliance of policy, precedent, and legal requirements.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with the co-workers, other County departments, personnel and officials from other governments, municipalities, courts, law enforcement and other government agencies, attorneys, media, vendors, community, and the public for the purpose of exchanging information and explaining/interpreting policies and procedures, supervising and directing personnel, and resolving problems.

Incumbent reports directly to Board of County Commissioners.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment, including sitting and walking at will, standing/walking for long periods, keyboarding, bending at waist, close and far vision, color and depth perception, handling/grasping objects, reaching, and hearing sounds/communication.

Incumbent occasionally works extended and/or evening hours and occasionally travels out of town, sometimes overnight for meetings and conferences, and occasionally responds to emergencies on a 24-hour basis.

VI. OTHER:

The Commissioners' Administrator is an appointed position of the Board of County Commissioners. The specific job duties and job requirements are established at the discretion of the Board of County Commissioners as per IC 36-2-2-14. The incumbent appointed as Commissioners' Administrator serves at the pleasure of the Board of County Commissioners and may be terminated by the Board of County Commissioners at any time.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Commissioners’ Administrator for the Board of County Commissioners describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.


Is there anything that would keep you from meeting the job duties and requirements as outlined?

Yes _____ No _____

Applicant/Employee signature

Date

Print or Type Name



Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: April 19, 2023
TO: Kim Shell, County Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: Classification Requests – Employee Services

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) reviewed the following two classification position requests for the Employee Services Department.

1. Payroll Administrator

This is an updated job description request. The position is currently classified at PAT C Non-exempt. The department is requesting an update to the job description to accurately reflect the duties, responsibilities, and obligations of the position. The position will now report to the Personnel Administrator.

Added job duties include: Serving as point person and auditor of County attendance software; Serving as Administrator in addition to Personnel Administrator in County attendance software, ensuring interface of attendance software and payroll software of the County; Working with Council Administrator and Personnel Administrator annually during budgeting process on proposed increases and/or supplemental compensation changes; Preparing and submitting all federal forms required as a governmental entity; and Preparing all year end reports and selected vendor attendance software for the next calendar year.

Removed job duties for the position include: Preparing claim docket bi-weekly including all payroll expenditures for County Board of Commissioners; Creating paystubs via payroll module to upload into the employee portal; Updating county employee portal for new users, passwords and resetting accounts and enrollment; Working closely with all insurance carriers; Reconciling monthly billing from all providers; and Processing year end procedures by balancing payroll, and manually entering new enrollment deductions for all benefits for all employees.

The department is not requesting a classification review. It is recommended the revised job description be adopted.

2. Personnel Administrator

This is a reclassification request. The position is currently classified at PAT C Exempt. According to information from the department “the changes to job duties reflect the true practices of the position, the collaboration that occurs, and independent decision making that occurs. The demands that are placed on this position continue to increase.” A job description has been updated and the position will be responsible for administering compensation and benefit programs, ensuring compliance with a variety of employment laws and regulations, and serving as liaison to department heads and employees regarding questions and concerns about Monroe County policies, procedures, benefit plans, and benefit leave options.


Added job duties for the position include: Leading County Human Resource operations; Serving as liaison and first contact for MCG current and future Health Insurance Brokers, MCG Health Clinic Company administration, and the Financial/Personnel Software; Supervising and directing assigned staff; Proposing policies and procedures; Working closely with and providing interpretations of Personnel Policy to all departments; Providing training; Notifying the Board of Commissioners’ Administrator, the County Council Administrator and County legal staff of unresolved violations of Federal regulations; Working closely with the Board of Commissioners’ Administrator and County legal staff; and Reviewing all Knowledge, Skills, and Abilities (KSA) Hiring requests and submitting recommendations.

One job duty has been removed: Serves as sole back up to Payroll Administrator.

According to information provided by the County, the current incumbent is expected to have her SHRM-CP certification by the end of 2023. Job category recommendations are based on the requirements of the position, and not the individual within the position. The requirements for the position have been updated to: Baccalaureate degree in public administration, human resources, business management, social work, or related field, or equivalent experience related to benefit coordination, Workers’ Compensation, unemployment insurance, OSHA, EEO, FMLA, ADA, or recruitment and employment; Government sector experience preferred; and Possession of Society of Human Resources – Certified Professional (SHRM – CP) or Society of Human Resources – Senior Certified Professional (SHRM – SCP) preferred.

We have assessed this position respective of other positions in both the PAT and EXE job categories and re-factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for PAT and EXE positions.

Recommendation: We factored the position at 525 PAT factor points. Therefore, it is recommended the position be classified at PAT D Exempt and paid within the salary range for PAT D positions.



Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: June 13, 2023
TO: Kim Shell, County Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: Classification Requests – Employee Services

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) reviewed the following two classification position requests for the Employee Services Department.

1. Personnel Administrator

This is a reclassification request. The position is currently classified at PAT C Exempt. According to information from the department “the changes to job duties reflect the true practices of the position, the collaboration that occurs, and independent decision making that occurs. The demands that are placed on this position continue to increase.” A job description has been updated and the position will be responsible for administering compensation and benefit programs, ensuring compliance with a variety of employment laws and regulations, and serving as liaison to department heads and employees regarding questions and concerns about Monroe County policies, procedures, benefit plans, and benefit leave options.

Added job duties for the position include: Leading County Human Resource operations; Serving as liaison and first contact for MCG current and future Health Insurance Brokers, MCG Health Clinic Company administration, and the Financial/Personnel Software; Supervising and directing assigned staff; Proposing policies and procedures; Working closely with and providing interpretations of Personnel Policy to all departments; Providing training; Notifying the Board of Commissioners’ Administrator, the County Council Administrator and County legal staff of unresolved violations of Federal regulations; Working closely with the Board of Commissioners’ Administrator and County legal staff; and Reviewing all Knowledge, Skills, and Abilities (KSA) Hiring requests and submitting recommendations.

One job duty has been removed: Serves as sole back up to Payroll Administrator.

According to information provided by the County, the current incumbent is expected to have her SHRM-CP certification by the end of 2023. Job category recommendations are based on the requirements of the position, and not the individual within the position. The requirements for the position have been updated to: Baccalaureate degree in public administration, human resources, business management, social work, or related field, or equivalent experience related

to benefit coordination, Workers' Compensation, unemployment insurance, OSHA, EEO, FMLA, ADA, or recruitment and employment; Government sector experience preferred; and Possession of Society of Human Resources – Certified Professional (SHRM – CP) or Society of Human Resources – Senior Certified Professional (SHRM – SCP) preferred.

We have assessed this position respective of other positions in both the PAT and EXE job categories and re-factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for PAT and EXE positions.

Recommendation: We factored the position at 525 PAT factor points. Therefore, it is recommended the position be classified at PAT D Exempt and paid within the salary range for PAT D positions.

2. ESD Assistant

This is a new position request. A job description has been created and the position will be responsible for assisting in the administration of County payroll, benefit programs, and employment laws and regulations. The position will report directly to the Personnel Administrator.

Job duties for the position include: Entering new hire, termination, and pay change information into payroll and personnel administration system; Assisting with reviewing payroll vouchers and timesheets; Assisting with maintaining employee files; Auditing and tracking completion of new hire trainings; Tracking FMLA leave requests and Workers' Compensation claims; Assisting with responding to routine employee requests; and Assisting with monthly and annual reports as required.

Requirements for the position include: Associate's degree and/or equivalent combination of training and work experience required.

We have assessed this position respective of other positions in the COMOT job category and factored the position using the Factor Evaluation System (FES) job classification point factor guide charts for COMOT positions.

Recommendation: We factored the position at 345 COMOT factor points. Therefore, if the position is approved, it is recommended the position be classified at COMOT C Non-exempt and paid within the salary range for COMOT C positions.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Personnel Administrator
DEPARTMENT: Employee Services
WORK SCHEDULE: 8:00 a.m. - 4:00 p.m., M-F
JOB CATEGORY: PAT D (Professional, Administrative, Technological)

DATE WRITTEN: November 2014

STATUS: Full-time

DATE REVISED: February 2021, June 2023

FLSA STATUS: Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skills, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Personnel Administrator for Monroe County Government (MCG), responsible for administering compensation and benefit programs, ensuring compliance with a variety of employment laws and regulations, and serves as liaison to department heads and employees regarding questions and concerns about Monroe County policies, procedures, benefit plans, and benefit leave options.

DUTIES:

Leads county Human Resource operations.

Serves as liaison and first contact for MCG current and future Health Insurance Brokers, MCG Health Clinic Company administration, and the Financial/Personnel Software provider specific to personnel and payroll, as well as the time and attendance vendor selected by the County.

Supervises and directs assigned staff involving interviewing and making hiring recommendation.

Proposes policies and procedures specific to Monroe County Personnel Policies and implements policies as directed.

Works closely with and provides interpretations of the Monroe County Personnel Policy to all departments of Monroe County Government. Advises Elected Officials and Department Heads on matters of personnel policies, recommending specific courses of action as appropriate.

Provides training opportunities for employees, department heads and elected officials specific to workplace harassment, diversity, equity, inclusion and other programs as deemed necessary.

Administers Monroe County health insurance programs, including preparing and distributing documents explaining coverage and procedures, enrolling, and terminating personnel, responding to inquiries, communicating with insurance representatives to resolve problems, and monitoring claim investigations.

Employee Services/Personnel Administrator

Oversees compliance with state and federal employee/employer reports and regulations, including but not limited to Equal Opportunity (EEC), Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Department of Labor (DOL), and Occupational Health and Safety Administration (OSHA). Notifies the Board of Commissioners Administrator, the County Council Administrator and County legal of unresolved violations of Federal regulations.

Assists departments in the selection process for hiring new Monroe County personnel as needed, including screening applicants, administering exams, interviewing applicants, and making hiring recommendations. Ensures all new employees complete Monroe County employment forms including I-9 verification. Maintains employee files.

Assists with the oversight of the Monroe County Employee Health. Orders vaccinations and processes claims for pharmaceuticals. Ensures all Monroe County policies and procedures are followed specific to the use of the clinic, including workers' compensation, incentive program, and employee eligibility.

Prepares and gives presentations for Monroe County Government employees, including New Employee Orientation and Open Enrollment presentations.

Administers workers' compensation program, including processing claims, responding to inquiries, and resolving related problems.

Administers other benefit programs such as Employee Assistance Program, Monroe County Training programs, and COBRA. Counsels and advises employees on the use of federal and state programs, including worker's compensation, FMLA, and other local benefit policies available to certain eligible employees.

Maintains current knowledge of laws and remains current in changing legal landscape regarding employment law via email, publications, and periodic attendance of training seminars and conferences.

Coordinates with the Legal Department, advising employees on disciplinary action, resolving complaints, risk management, and terminations. Assists with terminations as needed. Conducts exit interviews as requested and processes termination paperwork.

Responds to employment verification requests and unemployment claims through the Department of Workforce Development.

Advises department heads and employees of the benefit programs. Works with health benefits broker to review plans, make recommendations for improvement, and present to Monroe County Commissioners.

Assists with organization and leadership of the Personnel Policy Committee (PPC). Collates and organizes department complaints and concerns to be addressed by changes to the PPC. Serves as chair bringing items of concern to the committee to discuss and address. Recommends changes to personnel policy handbook (PPH).

Creates agendas, keeps minutes, directs meeting discussions, and makes recommendations for consideration and approval. Creates and updates the Personnel Policy Handbook and communicates changes regarding policies and procedures to department heads and employees.

Works closely with and assists Council Administrator with conducting annual reviews of job descriptions to ensure accuracy and maintains signed copies of all employee's official job descriptions within their respective personnel file.

Performs various financial duties, including processing claims, reconciling insurance carrier bills, and collecting clinic payments from Retirees.

Works closely with the Board of Commissioners' Administrator and County legal making policy recommendations, employee discipline recommendations, resolving violations of the Monroe County Personnel Policy, and issues concerning elected officials and their staff.

Reviews all Knowledge, Skills, and Abilities (KSA) Hiring requests and submits recommendations to the Council Administrator.

Attends County Council and County Commissioner meetings as needed, including gathering information and preparing related reports as requested.

Performs other duties as assigned.

I. JOB REQUIREMENTS:

Baccalaureate degree in public administration, human resources, business management, social work, or related field, or equivalent experience related to benefit coordination, Worker's Compensation, unemployment insurance, OSHA, EEO, FMLA, ADA, or recruitment and employment. Government sector experience.

Possession of Society of Human Resources-Certified Professional (SHRM-CP) or Society of Human Resources-Senior Certified Professional (SHRM-SCP) preferred.

Thorough knowledge of and ability to read and understand federal, state, and local employment rules, regulations, guidebooks, and County personnel policies and benefit plans.

Thorough knowledge of computer database applications, Microsoft Word, Outlook, and Excel.

Working knowledge of standard office policies and procedures with computer skills, including word processing, spreadsheet, presentation, email, internet, and Department-specific software systems, and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of standard English grammar, spelling, and punctuation, and ability to prepare detailed reports as required.

Ability to speak and write clearly, concisely, and professionally and edit various reports and prepare and maintain numerous reports and documentation as needed.

Ability to effectively communicate orally and in writing with co-workers, County employees, department heads, state agencies, vendors, and members of the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to supervise and direct assigned staff involving interviewing and making hiring recommendations.

Ability to properly operate standard office equipment including computer, printer, calculator and telephone.

Ability to work alone as well as with others in a team environment.

Ability to provide public access to or maintain the confidentiality of department information and records according to State requirements.

Shall comply with all employer and departmental policies and work rules, including but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to competently serve the public with diplomacy and respect, including during occasional encounters with irate or hostile persons.

Ability to triage tasks and complete assignments effectively.

Ability to understand, memorize, retain, and carry out written and oral instructions and present findings in oral or written form.

Ability to compare and observe similarities and differences between data, people, or things.

Ability to compile, analyze and evaluate data, and make determinations.

Ability to occasionally work extended hours and travel out of town for workshops, meetings, and conferences.

II. DIFFICULTY OF WORK:

Incumbent's duties are broad in scope with many variables or considerations. Incumbent operates according to County policies, exercising independent judgment in selecting and relating guidelines and employment laws to specific situations.

III. RESPONSIBILITY:

Incumbent is responsible for the education, explanation, and enforcement of County Policies, rules and regulations associated with various Federal and State guideline agencies.

Incumbent performs a variety of Human Resources functions according to standard practices and procedures of the County, including but not limited to, managing FMLA, Military Leave, and extended leave requests. Incumbent uses primarily independent judgment in determining and implementing appropriate employment actions and when appropriate works with Commissioners' Administrator and/or County Legal Department. Errors in decision or accuracy of work may not be readily detected by procedural safeguards or through supervisory review and could lead to expenses and liability incurred by the County as well as loss of time and/or inconvenience to County employees.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains contact with co-workers, County employees, department heads, state agencies, vendors, and members of the public for the purposes of dispersing, explaining, and ensuring the compliance of County policies and employment laws, exchanging information, and mentoring.

Incumbent reports to the Commissioners' Administrator.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs a majority of duties in a standard office environment, involving sitting/walking at will, sitting for long periods, close vision, keyboarding, lifting/carrying objects weighing less than 25 pounds, speaking clearly, and hearing sounds/communication.

Incumbent is occasionally required to work extended hours and travel out of town for workshops, meetings, and conferences.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Personnel Administrator for the Employee Services Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?

Yes _____ No _____

Applicant/Employee Signature

Date

Print/type Name

audit findings, investigates issues, and works with department heads and financial staff to correct and resolve issues. Receives and responds to State Board of Accounts audit questions and concerns related to payroll and benefits and makes adjustments/changes as needed.

Implements garnishments as directed by court orders or other governmental agencies, such as student loans, child support, and judgments.

Receives payroll vouchers and timesheets from all departments and reviews all timesheets for signature of elected official, department head, or office managers. Balances all payroll per fund and updates ledger interface in payroll for all new funds, departments and deductions. Verifies and reconciles assigned general ledger accounts. Adjusts payroll manually for off cycle pay periods to fix discrepancies and payroll adjustments for employees as needed. Creates direct deposit file and sends to Treasurer to submit to banks.

Processes all supplemental pay for employees, board members, and poll workers.

Responds to employee inquiries regarding payroll, deductions, insurance expenses, taxes, and various other questions and concerns as appropriate.

Assists the Personnel Administrator in providing information and explanation regarding employees' benefits, and County personnel policy. Provides training and instruction for county employees on payroll process and procedures. Distributes necessary documentation for payroll to employees. Communicates with Elected Officials, office managers, department heads and employees regarding payroll requirements and use of the County's selected attendance software, providing information and paperwork specific to inner office position transfers, termination paperwork and final pays.

Accumulates employee service records for all county employees for State Board of Accounts purposes.

Serves as Administrator in addition to the Personnel Administrator in the County attendance software. Ensures the interface of the attendance software and payroll software for the County.

Works with Council Administrator and Personnel Administrator annually during the budgeting process on any proposed increase and/or supplemental compensation changes prior to implementation into the County's Salary Ordinance.

Creates, runs, and distributes payroll reports to officials and departments as needed.

Verifies employment for all county employees and verifies wages in response to legal requests. Pays all unemployment benefit claims.

Sends letters to county employees concerning delinquent property taxes provided by County Treasurer's Office. Maintains the garnishments and ledger pertaining to the delinquent taxes and adjusts payroll deductions accordingly.

Assists Personnel Administrator in the maintenance of employee and employer paid benefits, including all insurance of discrepancies with carriers and employee deductions. Adjusts pay and deductions for employees with FMLA leave and workers comp. Creates report in excel to upload and pay employees 457 plan and balances via website. Administers and maintains Sheriff retirement funds, reporting, balancing fund and remitting payments.

Prepares and submits all federal forms required as a governmental entity. Provides required reports and documentation for any special funding and benefits the result of Federal or State circumstances outside the normal funding and benefits available to employees.

Balances payroll to fill out Federal 941 form for withholdings, prints report and completes the State UC-1 form for reporting quarterly wages.

Processes election workers and poll workers pay as required, balances according to special federal tax guidelines for poll workers.

Closes out payroll for current year to process W-2's and reports to State and Federal Agencies, entering employer paid portion of employee benefits to comply, and rolling over into new year, sending files to be printed and uploaded to employee portal for electronic printing and viewing.

Responsible for all year end reports and prepares the selected vendor attendance software for the next calendar year.

Maintains current knowledge of auditing methods, practices, and related laws, codes, regulations, policies and procedures.

Provides assistance and will serve as vacation, holiday, sick back-up to the Personnel Administrator.

Performs other duties as assigned.

I. JOB REQUIREMENTS:

Associate Degree and/or equivalent combination of training and work experience required.
Baccalaureate Degree in accounting, finance, or related field preferred.

Thorough knowledge of accounting systems and requirements of Monroe County and all regulating and auditing agencies, with ability to maintain complete and accurate accounting records and compile timely and accurate payroll and other financial reports.

Thorough knowledge of customary and prescribed practices of salary administration in the public sector with basic knowledge and understanding of County budgets, tax distributions, and the general ledger and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Thorough knowledge of auditing standards and procedures, laws, rules, and regulations.

Ability to speak and write clearly, concisely, and professionally and edit various reports and prepare and maintain numerous reports and documentation as needed.

Ability to maintain knowledge of all computer software programs specific to the Employee Services Department and those used by the Auditor's Office, proficiency in spreadsheet and database design, and ability to organize and interpret large amounts of data.

Ability to properly operate standard office equipment, including computer, typewriter, calculator, telephone, copier, and fax machine.

Ability to effectively communicate orally and in writing with co-workers, other County departments, State Auditor's Office, Government entities, benefits providers, all taxing units of Monroe County, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to State requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to understand, memorize, retain, and follow oral and written instructions and present findings in oral or written form.

Ability to compare or observe similarities and differences between data, people, or things.

Ability to compute and perform arithmetic operations, such as determining salary and wage increases and benefits, calculating taxes, and processing allocations.

Ability to compile, analyze and evaluate data, and make determinations.

Ability to work alone with minimum supervision, with others in a team environment, and under pressure from formal schedules, deadlines, and high-volume operations.

Ability to maintain current knowledge of applicable statutes and guidelines, adapt to changes in procedures accordingly, and solve problems under unusual circumstances.

Ability to occasionally work extended, evening, and/or weekend hours and travel out of town for training and conferences, sometimes overnight.

II. DIFFICULTY OF WORK:

Incumbent performs duties which require extensive knowledge of the payroll function including preparation, balancing, internal control, and payroll taxes. Incumbent requires excellent organizational skills and attention to detail, strong analytical and problem-solving skills, leadership skills, and must be proficient with Microsoft Office Suite or related software.

III. RESPONSIBILITY:

Incumbent's work product is reviewed by every employee on a biweekly basis. Errors in decision or accuracy of work could result in expenses and liability incurred by the County as well as loss of time and/or inconvenience to County employees.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, State Auditor's Office, Government entities, benefits providers, and the public for the purposes of explaining procedures and regulations, verifying payroll information, and resolving problems.

Incumbent reports directly to the Personnel Administrator.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment, involving sitting for long periods, sitting/walking at will, keyboarding, lifting/carrying objects weighing up to 25 pounds, pushing/pulling objects, bending, reaching, close vision, speaking clearly, hearing sounds/communication, and handling/grasping and fingering objects.

Incumbent is occasionally required to work extended, evening, and/or weekend hours and travel out of town for training and conferences, sometimes overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

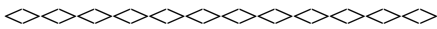
The job description for the position of Payroll Administrator for the Monroe County Employee Services Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee Signature

Date

Print or Type Name



I have reviewed the job duties, requirements and responsibilities contained herein with the employee.

Department Head/Supervisor signature

Date

Type or Print Name

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: ESD Assistant
DEPARTMENT: Employee Services
WORK SCHEDULE: 8:00 a.m. – 4:00 p.m. M-F
JOB CATEGORY: COMOT (Computer, Office Machine Operation, Technician)

DATE WRITTEN: June 2023

STATUS: Full-time

DATE REVISED:

FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. The County of Monroe provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as ESD Assistant for the Monroe County Government Employee Services Department, responsible for assisting in the administration of County payroll, benefit programs, and employment laws and regulations.

DUTIES:

Enters new hire, termination, and pay change information in payroll and personnel administration system. Processes payroll quarterly, or as needed.

Assists with reviewing payroll vouchers and timesheets for accuracy.

Assists with maintaining employee files and performs routine audits to ensure job descriptions and I-9 verification forms are up to date.

Audits and tracks completion of new hire trainings creating reports to document employee utilization of County training system as necessary and preparing reports for departments as needed.

Tracks FMLA leave requests and Workers' Compensation claims. Assists with verification of employment requests and disability claim verification requests.

Assists with responding to routine employee requests such as access to payroll stubs access, County insurance provider information, and location of employee forms.

Assists with monthly and annual reports as required.

Maintains current knowledge of auditing methods, practices, and related laws, codes, regulations, policies, and procedures.

Performs related duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Associate's degree and/or equivalent combination of training and work experience required.

Thorough knowledge of accounting systems and requirements of Monroe County and all regulating auditing agencies, with ability to maintain complete and accurate accounting records and compile timely and accurate payroll and other financial reports.

Thorough understanding of Monroe County Personnel Policy Handbook and U.S. Employment, Compensation, and Benefit laws.

Thorough knowledge of customary and prescribed practices of salary administration in public sector with basic knowledge and understanding of County budgets, tax distributions, and general ledger and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Thorough knowledge of auditing standards and procedures, laws, rules, and regulations.

Ability to speak and write clearly, concisely, and professionally and edit various reports and prepare and maintain numerous reports and documentation as needed.

Ability to effectively communicate orally and in writing with co-workers, other County departments, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to operate standard office equipment, including computer, typewriter, calculator, fax machine, and copier.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to compare or observe similarities and differences between data, people, or things.

Ability to computer and perform arithmetic operations, such as determining salary and wage increases and benefits, calculating taxes, and processing allocations.

Ability to compile, analyze and evaluate data, and make recommendations.

Ability to work alone with minimum supervision, with others in a team environment, and under pressure from formal schedules, deadlines, and high volume operations.

Ability to maintain current knowledge of applicable statutes and guidelines, adapt to changes in procedures accordingly, and solve problems under unusual circumstances.

Ability to occasionally work extended, evening, and/or weekend hours and travel out of town for training and conferences, sometimes overnight.

II. RESPONSIBILITY:

Incumbent is responsible for performing prescribed and standard duties and tasks that are interrelated. Incumbent performs duties according to the established policies, practices and procedures of the department and must have supervisor's permission to deviate from operating procedures. Errors in accuracy may lead to adverse effects on other departmental operations and result in substantial loss of time or inconvenience to other employees.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other county departments, and members of the general public, for the purpose of exchanging and explaining information.

Incumbent reports directly to Personnel Administrator.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment, involving sitting for long periods, sitting and walking at will, lifting/carrying objects weighing less than 25 pounds, bending, reaching, keyboarding, speaking clearly, close vision, hearing sounds/communication, and handling/grasping/fingering objects. Incumbent is occasionally required to work extended, evening, and/or weekend hours and travel out of town for training and conferences, sometimes overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of ESD Assistant for the Monroe County Employee Services Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?

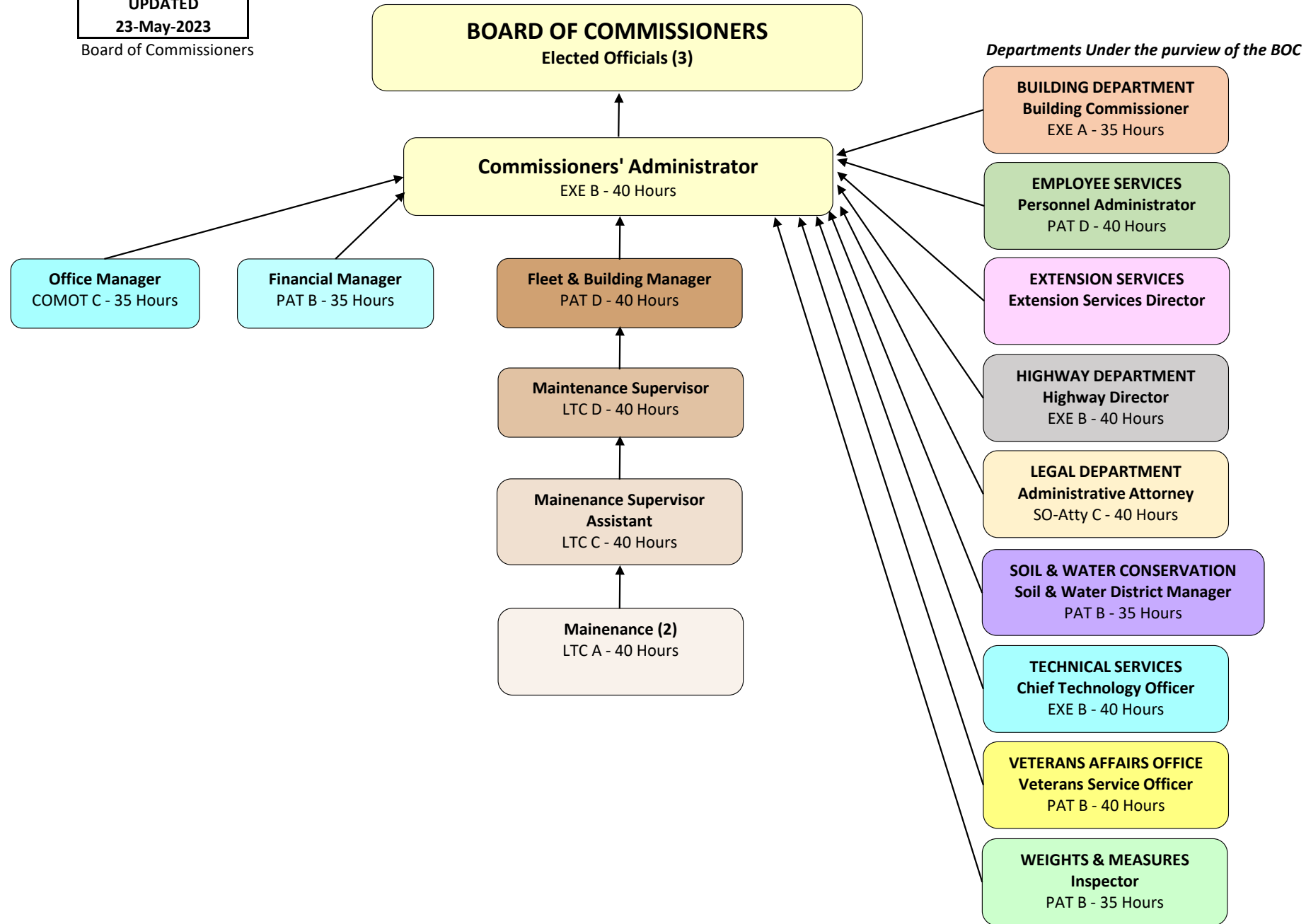
Yes_____ No_____

Applicant/Employee signature

Date

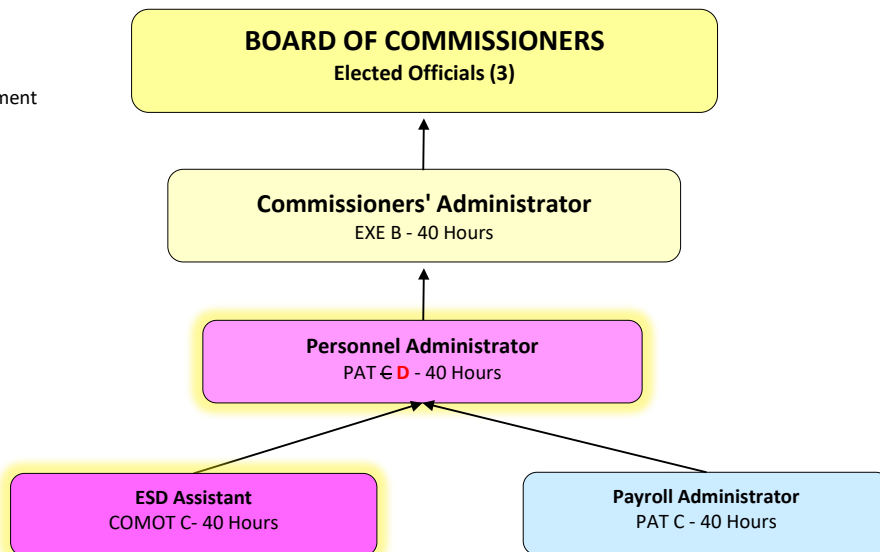
Type or Print Name

UPDATED
23-May-2023
Board of Commissioners



EMPLOYEE SERVICE DEPARTMENTAL ORG CHART DETAIL

Current
6-Jul-2023
PROPOSED
Employee Service Department



Salary Compensation

Estimated Fiscal Impact

2023 Budget

		<u>ACCOUNT LINES</u>
FT Insurance	12,000	18001
FICA:	7.65%	18101
PERF:	14.20%	18201
Longevity		17601

Department: Employee Services Department

Account Line: 1000-15116-0309

Position Title: Personnel Administrator

Hours per Week: 40 FLSA Status: Exempt

Remaining Payroll Claims 11
EFFECTIVE DATE 7/16/2023
PROPOSED FISCAL IMPACT
\$ 3,072.00
\$ 236.00
\$ 437.00
\$ -
\$ 3,745.00

Hourly Base Rate	\$27.84 Current	\$31.33 Requested	2023
Classification	PAT C	PAT D	TOTAL YEAR
Grid Level	3-Year Level	3-Year	FISCAL IMPACT
Salary	\$ 57,908.00	\$ 65,167.00	\$ 7,259.00
Insurance	\$ 12,000.00	\$ 12,000.00	\$ -
FICA	\$ 4,430.00	\$ 4,986.00	\$ 556.00
PERF	\$ 8,223.00	\$ 9,254.00	\$ 1,031.00
Longevity	\$600.00	\$600.00	\$ -
TOTALS	\$ 83,161.00	\$ 92,007.00	\$ 8,846.00

The above fiscal impact total is based on a full year of service. The final amount will be prorated depending on the effective date of change.

Account Line: 1000-10089-0309 *New Position*

Position Title: ESD Assistant

Hours per Week: 40 FLSA Status: Non-Exempt

Remaining Payroll Claims 11
EFFECTIVE DATE 7/16/2023
PROPOSED FISCAL IMPACT
\$ 20,971.00
\$ 6,000.00
\$ 1,605.00
\$ 2,979.00
\$ -
\$ 31,555.00

Hourly Base Rate	\$0.00 Current	\$23.83 Requested	2023
Classification	New	COMOT C	TOTAL YEAR
Grid Level	Position	8-Year Level	FISCAL IMPACT
Salary	\$ -	\$ 49,567.00	\$ 49,567.00
Insurance	\$ -	\$ 12,000.00	\$ 12,000.00
FICA	\$ -	\$ 3,792.00	\$ 3,792.00
PERF	\$ -	\$ 7,039.00	\$ 7,039.00
Longevity	\$ -	\$ -	\$ -
TOTALS	\$ -	\$ 72,398.00	\$ 72,398.00



Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: June 22, 2023
TO: Kim Shell, County Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: Classification Request – Aviation

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) reviewed the following job description updates and new position request for the Monroe County Aviation Department.

1. Airport Operations Team Lead

This is a new position request. According to information provided by the department “Over the years, our airport operations have grown more complex, requiring effective leadership on the ground to ensure smooth daily operations. The creation of a new position is proposed to meet this need. The Team Lead will act as the primary point of contact for the operations team, overseeing daily activities, coordinating maintenance, and assisting in administrative tasks.” The department is requesting the position be filled by a current Operations Specialist. A job description has been created and the position will be responsible for inspecting and patrolling all airport facilities, grounds, and properties to ensure regulatory compliance with Federal Aviation Regulation Part 139 and other codes, procedures, regulations, and policies, and supervising day to day activities of Operations Specialists ensuring efficient scheduling and allocation of tasks. The position will report directly to the Assistant Airport Director.

Job duties for the position include: Maintaining airport compliance with FARs Part 77 and 139, TSR 1540 series, and other applicable statutes, regulations, and requirements; Supervising and overseeing daily activities of assigned staff; Assisting with interviewing applicants and making hiring recommendations; Conducting performance evaluations; Providing training and guidance, and corrective instruction; Identifying opportunities for improvement in operational processes and implementing necessary changes with supervisors’ approval; Performing inspections of airport infrastructure; Performing wildlife mitigation control; Interacting with state, federal, and local agencies and airport rescue firefighting units; and Assisting with general oversight of airport and tenant construction projects for safety and regulatory compliance.

Job requirements for the position include: High school diploma/HSE; Associate’s degree in Aviation Management, Airport Management, Business Administration, or closely related field preferred, or an equivalent combination of education and experience; Ability to obtain and

maintain required certifications within specified deadlines including Aircraft Rescue Fire Fighter, Emergency Medical Responder, AAAE Basic ASOS, AAAE Airport Certified Employee – Operations, CPR, First Aid, AED, MIMS-700, ICS-100, and ICS-200.

We have assessed this position respective of other positions in the LTC job category and factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for LTC positions.

Recommendation: We factored the position at 440 LTC factor points. Therefore, if the position is approved, it is recommended the position be classified at LTC D Non-exempt and paid within the salary range for LTC D positions.

2. **Other**

The department is also requesting several position changes to more accurately reflect the reporting structure of the department. Changes have been made to Airport Operations Specialist, Airport Secretary, and Financial Manager job descriptions. The department has also requested the elimination of the Airport Operations Manager position as the position is obsolete and the duties have been absorbed by the Assistant Airport Director.

Recommendation: It is recommended the changes to the above mentioned job descriptions be approved for the accurate reflection of the reporting structure of the Monroe County Aviation Department.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Airport Operations Team Lead
DEPARTMENT: Aviation
WORK SCHEDULE: As assigned
JOB CATEGORY: LTC (Labor, Trades and Crafts)

DATE WRITTEN: June 2023

STATUS: Full-time

DATE REVISED:

FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless the accommodation would present an undue hardship.

Incumbent serves as Airport Operations Team Lead for Monroe County Aviation Department, responsible for inspecting and patrolling all airport facilities, grounds, and properties to ensure regulatory compliance with Federal aviation Regulation (FAR) Part 139, and other codes, procedures, regulations, and policies, taking necessary action, and supervising day to day activities of Operations Specialists, ensuring efficient scheduling and allocation of tasks.

DUTIES:

Maintains airport compliance with FARs Part 77 and 139, TSR 1540 series, and all other applicable statues, regulations, and requirements to ensure safety and security of all airport users.

Supervises and oversees daily activities of assigned staff, including scheduling, task allocation, and performance management. Assists with interviewing candidates and making hiring recommendations, conducts performance evaluations, providing training and guidance to assigned staff ensuring continuous development of skills and knowledge, and providing corrective instruction as needed.

Coordinates and communicates with supervisors to ensure efficient and effective operations and task completion.

Identifies opportunities for improvement in operational processes and implements necessary changes with supervisors' approval.

Compiles detailed and accurate reports, logs, maintenance requests, taking appropriate action to correct deficiencies.

Performs inspections of airport infrastructure including runways, taxiways, aprons, fuel facilities, mobile fuelers, and other areas in accordance with FAA certification standards for safety and compliance.

Performs wildlife management control, mitigation, and depredations, including using firearms, live rounds, pyrotechnic shells and pistols, traps/snares, and oxygen/propane fired systems.

Ensures safety of airport for aviation users by observing runway, weather, and airfield conditions, issuing accurate and timely airport condition reports including Notices to Airmen as required.

Provides proactive roving and immediate response coverage for airport complex to ensure safety, security, and compliance, responding to, investigating and documenting emergency, critical, or unusual events occurring on airport property and participating in Incident Command System.

Interacts with state, federal, and local agencies, and airport rescue firefighting units, performing duties and responsibilities as required during emergencies.

Properly operates various equipment and vehicles including tractor, backhoe, forklift, bucket lift, paint striping machine, crack sealing equipment, mowers, light and heavy duty vehicles including dump trucks and snow removal equipment, performing equipment inspections and preventative maintenance as required.

Escorts and monitors individuals on airfield operations area in conjunction with special events, outside agency coordination and construction projects.

Assists in planning and performing general maintenance of airport facilities including but not limited to, electrical, plumbing, air conditioning, carpentry, painting, equipment repair, landscape and tree maintenance, irrigation control and maintenance, concrete and asphalt maintenance including patching, paving, and crack sealing, manual and automatic gate/lock systems, and fence repair.

Performs maintenance of runway, taxiway, field lighting systems, signs, and similar work, ensuring compliance with FAA requirements and regulations.

Responds to inquiries and requests from public, tenants, and outside agencies.

Assists with general oversight of airport and tenant construction projects for safety and regulatory compliance.

Serves as First Responder for aircraft emergencies. Conducts snow removal from airside and landside areas of airport as member of Snow Removal Team.

Performs related duties as assigned.

Responds to emergencies from off duty status.

I. SKILLS AND KNOWLEDGE:

High school diploma/HSE. Associate's degree in Aviation Management, Airport Management, Business Administration or closely related field preferred, or an equivalent combination of education and experience.

Ability to obtain and maintain required certifications within specified deadlines including Aircraft Rescue Fire Fighter (FAA certification), Emergency Medical Responder (40 hour course), AAAE Basic ASOS, AAAE Airport Certified Employee – Operations, CPR, First Aid, AED, NIMS-700, ICS-100 and ICS-200.

Ability to complete initial and advanced training and seminars relating to airport operations, safety, and systems maintenance.

Working knowledge of the occupational hazards and safety precautions of airport maintenance.

Working knowledge of a building and crafts trades, including understanding of local and state codes relating to building construction, electrical, plumbing, carpentry, gas and electrical welding, roofing, and painting.

Ability to perform maintenance tasks as directed by oral and written directions and to interpret rough sketches and penciled layouts.

Ability to supervise assigned staff including interviewing candidates and making hiring recommendations, overseeing daily assignments, conducting performance evaluations, providing training and guidance to assigned staff ensuring continuous development of skills and knowledge, and providing corrective instruction as needed.

Ability to safely operate assigned vehicles, equipment, and tools, including tractor, backhoe, forklift, bucket lift, paint striping machine, crack sealing equipment, mowers, dump truck, and snow removal equipment and vehicles.

Ability to physically perform duties assigned, including lifting/carrying objects weighing over 50 pounds, pushing/pulling objects, bending, crouching/kneeling, reaching, standing/walking for long periods, walking on rough terrain, close/far vision, color/depth perception, hearing sounds, and handling/grasping/fingering objects. Moderate physical effort is frequently required for regular periods of time.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with co-workers, other County departments and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended, evening, and weekend hours, travel out of town for training and seminars sometimes overnight, respond to airport emergencies on a 24-hour basis, and serve on call.

Possession of a valid driver's license and demonstrated safe driving record.

II. RESPONSIBILITY:

Incumbent is responsible for the safe and effective operation of a variety of equipment and vehicles to effect necessary repairs and maintenance of Airport grounds, pavements and buildings. Incumbent performs duties under moderate supervision, with specialized instructions and clarifications given in regard to unusual or difficult assignments. Majority of work is reviewed in process and upon completion. Care and skill is required in the operation of trucks and equipment to ensure safety of self and others and protect Airport property.

Reports directly to Assistant Airport Director.

III. PHYSICAL EFFORT:

Incumbent's duties may involve continuous physical exertion, including lifting/carrying objects weighing over 50 pounds, pushing/pulling objects, bending, crouching/kneeling, reaching, standing/walking for long periods, walking on rough terrain, close/far vision, color/depth perception, hearing sounds, and handling/grasping/fingering objects. Moderate physical effort is frequently required for regular periods of time.

IV. WORKING CONDITIONS:

Incumbent performs majority of duties out of doors, in varying weather conditions, and is periodically exposed to excessive noise, dirt, dust, and vehicle and equipment fumes. Safety precautions must be used at all times to avoid injury to self and others.

Incumbent works extended, evening, and weekend hours, travels out of town for training and seminars, sometimes overnight, responds to airport emergencies on a 24-hour basis and serves on call.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Operations Specialist Team Lead for the Monroe County Aviation Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name

Salary Compensation Estimated Fiscal Impact

2023 Budget

		<u>ACCOUNT LINES</u>
FT Insurance	12,000	18001
FICA:	7.65%	18101
PERF:	14.20%	18201
Longevity		17601

Department: Aviation Department

Account Line: 1107-13509-0000 (New) *(Replacing an Operation Specialist position)*

Position Title: Airport Operations Team Lead

Hours per Week: 35 **FLSA Status:** Non-Exempt

**Remaining
Payroll Claims**

11

EFFECTIVE DATE

7/16/2023

**PROPOSED FISCAL
IMPACT**

\$ 1,579.00

\$ 121.00

\$ 225.00

\$ -

\$ 1,925.00 Minimum Fiscal Impact

Hourly Base Rate	\$23.47 Current	\$25.52 Requested	2023
Classification	LTC C	LTC D	TOTAL YEAR
Grid Level	3-Year Level	3-Year	FISCAL IMPACT
Salary	\$ 42,716.00	\$ 46,447.00	\$ 3,731.00
Insurance	\$ 12,000.00	\$ 12,000.00	\$ -
FICA	\$ 3,268.00	\$ 3,554.00	\$ 286.00
PERF	\$ 6,066.00	\$ 6,596.00	\$ 530.00
Longevity	\$400.00	\$400.00	\$ -
TOTALS	\$ 64,450.00	\$ 68,997.00	\$ 4,547.00

The above fiscal impact total is based on a full year of service. The final amount will be prorated depending on the effective date of change.

Hourly Base Rate	\$25.34 Current	\$27.56 Requested	2023
Classification	LTC C	LTC D	TOTAL YEAR
Grid Level	4-Year Level	14-Year	FISCAL IMPACT
Salary	\$ 46,119.00	\$ 50,160.00	\$ 4,041.00
Insurance	\$ 12,000.00	\$ 12,000.00	\$ -
FICA	\$ 3,529.00	\$ 3,838.00	\$ 309.00
PERF	\$ 6,549.00	\$ 7,123.00	\$ 574.00
Longevity	\$800.00	\$800.00	\$ -
TOTALS	\$ 68,997.00	\$ 73,921.00	\$ 4,924.00

EFFECTIVE DATE

7/16/2023

**PROPOSED FISCAL
IMPACT**

\$ 1,710.00

\$ 131.00

\$ 243.00

\$ -

\$ 2,084.00 Maximum Fiscal Impact

Compiles monthly revenues and expenses for multiple accounts, balancing with software, preparing paperwork for additional appropriation requests, identifying need to transfer funds, preparing and submitting forms, posting and balancing accounts, and preparing and submitting bond interest payments as required.

Maintains department payroll records and ledgers, recording and/or calculating hours worked, pay, leave, and compensatory time, reconciling payroll and benefits ledger totals, and maintaining electronic copies of Employee Service Records.

Maintains and updates personnel files, including timecards, requests for days off, evaluations, and employment verification, tracking and reporting longevity and salary increases to staff.

Performs various duties for supervisor including scheduling and organizing meetings and appointments, composing correspondence, developing financial and operational reports, and reviewing, proofreading, and editing documents prepared for supervisors' signatures.

Monitors leases and agreements for airport facilities and services, responds to inquiries and/or problems from tenants, as needed.

Greets visitors and answers telephone, determining nature of call, responding to inquiries, taking messages, scheduling appointments, responding to complaints, and/or directing to appropriate person or agency.

Collects and monitors Daily Self-inspections of airfield and maintenance reports to ensure compliance with FAA Regulations.

Collects, sorts, and records data for Air Traffic Control Tower Services for inclusion on annual reports.

Collects and investigates accuracy of data for Based Aircraft Report, submitting to Indiana State Department of Revenue and Federal Aviation Administration based aircraft database.

Organizes and schedules tours, programs, air shows, and meetings.

Attends meetings, prepares and types agenda, minutes, correspondence, and related documents for Board of Aviation Commissioners, preparing financial reports and answering financial questions as required. Represents department at meetings and serves on task forces as assigned or needed.

Oversees maintenance of office equipment and supplies and maintains office cleanliness.

Performs other duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Baccalaureate Degree in Business or Accounting with minimum of 5 years experience in accounting and management.

Ability to serve as Notary Public on behalf of the Department.

Thorough knowledge of standard bookkeeping principles and fund accounting with ability to accurately maintain and reconcile ledgers and other records, complete financial reports, and maintain payroll records.

Thorough knowledge of and ability to maintain current knowledge of fiscal and legislative matters and county policies and regulations.

Working knowledge of standard accounting forms and their functions, including invoices vouchers, time sheet ledgers and computer printouts.

Working knowledge of Airport Certification Specifications, Airport Emergency Plan and Security Plan and procedures.

Practical knowledge of principles, techniques, and accepted practices of office management and related areas, including organizational and public protocol principles, department software, Microsoft Office Suite with ability to apply such knowledge to assigned duties.

Knowledge of Federal and State directives concerning Airport operations and grant programs, with ability to understand and utilize pay application procedures associated with State and Federal grants.

Knowledge of standard office practices and procedures, English grammar, spelling, and punctuation and ability to prepare correspondence, documents, and written reports as required.

Ability to type with speed and accuracy, and operate standard office equipment, including but not limited to computer, keyboard, calculator, postage meter, copier, fax machine, and telephone.

Ability to use standard office computer programs, including but not limited to, Microsoft Windows, Microsoft Office, and DOS.

Ability to provide public access to or maintain confidentiality of department information and records according to federal and state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with other co-workers, other County departments, airport engineers, tenants, Federal and State Aviation officials, other government departments/agencies, vendors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, occasionally under time pressure of formal deadlines.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to occasionally work extended evening hours and/or weekends, and occasionally travel out of town for meetings/conferences.

Ability to respond to emergencies on a 24-hour basis, as needed.

Possession of a valid driver's license and demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent performs a variety of standard duties according to the established practices and procedures of department, using judgment and taking personal action in determination and implementation of best methods to achieve desired results. Incumbent works independently and often directs and reviews duties of others.

RESPONSIBILITY:

Incumbent makes critical decisions regarding department budget, investments, and the distribution of Federal and State grant funds. Errors in decision or accuracy of work are readily detected by procedural safeguards or through supervisory review of work. Undetected errors may result in loss of time and money to department and other governmental agencies and/or inconvenience to department employees or general public.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with other co-workers, other County departments, airport engineers, tenants, Federal and State Aviation officials, other government departments/agencies, vendors, and the public, for the purposes of coordinating work, resolving problems, exchanging information, and rendering service.

Reports directly to Airport Director.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a modern office environment, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing under 25 pounds, keyboarding, close vision, speaking clearly, driving, hearing sounds/communication, close/far vision, and handling/grasping/fingering objects.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Financial Office Manager for the Monroe County Aviation Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print Name

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Airport Secretary
DEPARTMENT: Aviation
WORK SCHEDULE: As assigned
JOB CATEGORY: COMOT (Computer, Office Machine Operation, Technician)

DATE WRITTEN: September 1991
DATE REVISED: February 2021, June 2023

STATUS: Full-time
FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job unless those accommodations would present an undue hardship.

Incumbent serves as Airport Secretary for the Monroe County Aviation Department, responsible for performing a variety of clerical duties and assisting the public.

DUTIES:

Composes, types, and sends a variety of written and electronic correspondence. Maintains accurate filing system, retrieving information as needed and archiving old materials.

Answers telephone, determines nature of call, provides requested information, takes and delivers messages, and/or refers caller to appropriate agency or individual. Greets office visitors, provides requested information and/or directs to appropriate individual or agency.

Performs various clerical duties, including opening, sorting, and distributing incoming departmental mail, organizing and scheduling tours, programs, air shows, and meetings, and assisting with special projects.

Collects rents and payments, provides receipts, records financial transactions, and makes bank deposits as required. Assist with department bookkeeping and accounting duties, as needed or as required. Assists with Federal and State grants.

Reviews and files daily inspection reports and compiles and investigates information for based aircraft report. Collects and disseminates data for Federal Disadvantage Business Enterprise Program, and airport spill prevention and countermeasure plan. Collects, sorts, and records data for the Air Traffic Control Services.

Prepares agenda for monthly Board meetings and transcribes and types meeting minutes.

Maintains office cleanliness, including vacuuming, dusting, and cleaning windows.

Performs related duties as assigned.

II. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or HSE.

Working knowledge of Airport accounting program. Knowledge of Airport Emergency Plan, Airport Security Plan, and Airport Certification specifications.

Knowledge of standard office policies and procedures, with a working knowledge of Airport operations and functions.

Knowledge of Airport Emergency Plan, Airport Security Plan, and Airport Certification specifications.

Knowledge of standard English spelling, grammar, and punctuation, and the ability to type with speed and accuracy.

Ability to utilize a variety of office machines, including computer printer, typewriter, copier, and fax machine.

Ability to perform basic arithmetic calculations.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with co-workers, other County departments, regional FAA offices, State Department of Aviation, and the public, including being sensitive to professional ethics, gender, cultural diversities and disabilities.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Possession of a valid driver's license and demonstrated safe driving record.

II. RESPONSIBILITY:

Incumbent performs a variety of clerical duties according to established policies and guidelines of the department. Work is reviewed upon completion of specific duties. Undetected errors in decisions or work may result in loss of time to correct the error or loss of money to the department. Incumbent works according to customary routine, with priorities determined in advance by supervisor.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, regional FAA offices, the State Department of Aviation, and members of the public for the purpose of giving and receiving information.

Incumbent reports directly to Airport Director.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a modern office environment, including sitting/walking at will, sitting for long periods, lifting/carrying objects weighing under 25 pounds, keyboarding, close vision, speaking clearly, driving, hearing sounds/communication, close/far vision, and handling/grasping/fingering objects.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Airport Secretary for the Monroe County Aviation Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Type or Print name

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Airport Operations Specialist
DEPARTMENT: Aviation
WORK SCHEDULE: As assigned
JOB CATEGORY: LTC (Labor, Trades and Crafts)

DATE WRITTEN: September 1991
DATE REVISED: June 2023

STATUS: Full-time
FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodation to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless the accommodation would present an undue hardship.

Incumbent serves as Airport Operations Specialist for Monroe County Aviation Department, responsible for inspecting and patrolling all airport facilities, grounds, and properties to ensure regulatory compliance with Federal aviation Regulation (FAR) Part 139, and other codes, procedures, regulations and policies, and taking necessary action.

DUTIES:

Maintains airport compliance with FARs Part 77 and 139, TSR 1540 series, and all other applicable statues, regulations and requirements to ensure safety and security of all airport users.

Compiles detailed and accurate reports, logs, maintenance requests, taking appropriate action to correct deficiencies.

Performs inspections of airport infrastructure including runways, taxiways, aprons, fuel facilities, mobile fuelers, and other areas in accordance with FAA certification standards for safety and compliance.

Performs wildlife management control, mitigation, and depredations, including using firearms, live rounds, pyrotechnic shells and pistols, traps/snares, and oxygen/propane fired systems.

Ensures safety of airport for aviation users by observing runway, weather, and airfield conditions, issuing accurate and timely airport condition reports including Notices to Airmen as required.

Provides proactive roving and immediate response coverage for airport complex to ensure safety and security, and compliance, responding to, investigating and documenting emergency, critical, or unusual events occurring on airport property and participating in Incident Command System.

Interacts with state, federal, and local agencies, and airport rescue firefighting units, performing duties and responsibilities as required during emergencies.

Properly operates various equipment and vehicles including tractor, backhoe, forklift, bucket lift, paint striping machine, crack sealing equipment, mowers, light and heavy duty vehicles including dump trucks and snow removal equipment, performing equipment inspections and preventative maintenance as required.

Escorts and monitors individuals on airfield operations area in conjunction with special events, outside agency coordination and construction projects.

Assists in planning and performing general maintenance of airport facilities including but not limited to, electrical, plumbing, air conditioning, carpentry, painting, equipment repair, landscape and tree maintenance, irrigation control and maintenance, concrete and asphalt maintenance including patching, paving, and crack sealing, manual and automatic gate/lock systems, and fence repair.

Performs maintenance of runway, taxiway, field lighting systems, signs, and similar work, ensuring compliance with FAA requirements and regulations.

Responds to inquiries and requests from public, tenants, and outside agencies.

Assists with general oversight of airport and tenant construction projects for safety and regulatory compliance.

Serves as First Responder for aircraft emergencies. Conducts snow removal from airside and landside areas of airport as member of Snow Removal Team.

Performs related duties as assigned.

Responds to emergencies from off duty status.

I. SKILLS AND KNOWLEDGE:

High school diploma/HSE. Associate's degree in Aviation Management, Airport Management, Business Administration or closely related field preferred, or an equivalent combination of education and experience.

Ability to obtain and maintain required certifications within specified deadlines including Aircraft Rescue Fire Fighter (FAA certification), Emergency Medical Responder (40 hour course), AAAE Basic ASOS, AAAE Airport Certified Employee – Operations, CPR, First Aid, AED, NIMS-700, ICS-100 and ICS-200.

Ability to complete initial and advanced training and seminars relating to airport operations, safety, and systems maintenance.

Working knowledge of the occupational hazards and safety precautions of airport maintenance.

Working knowledge of a building and crafts trades, including understanding of local and state codes relating to building construction, electrical, plumbing, carpentry, gas and electrical welding, roofing, and painting.

Ability to perform maintenance tasks as directed by oral and written directions and to interpret rough sketches and penciled layouts.

Ability to safely operate assigned vehicles, equipment, and tools, including tractor, backhoe, forklift, bucket lift, paint striping machine, crack sealing equipment, mowers, dump truck, and snow removal equipment and vehicles.

Ability to physically perform duties assigned, including lifting/carrying objects weighing over 50 pounds, pushing/pulling objects, bending, crouching/kneeling, reaching, standing/walking for long periods, walking on rough terrain, close/far vision, color/depth perception, hearing sounds, and handling/grasping/fingering objects. Moderate physical effort is frequently required for regular periods of time.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to effectively communicate orally and in writing with co-workers, other County departments and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to work extended, evening, and weekend hours, travel out of town for training and seminars sometimes overnight, respond to airport emergencies on a 24-hour basis, and serve on call.

Possession of a valid driver's license and demonstrated safe driving record.

II. RESPONSIBILITY:

Incumbent is responsible for the safe and effective operation of a variety of equipment and vehicles to effect necessary repairs and maintenance of Airport grounds, pavements and buildings. Incumbent performs duties under moderate supervision, with specialized instructions

and clarifications given in regard to unusual or difficult assignments. Majority of work is reviewed in process and upon completion. Care and skill is required in the operation of trucks and equipment to ensure safety of self and others and protect Airport property.

Reports directly to Airport Operations Team Lead.

III. PHYSICAL EFFORT:

Incumbent's duties may involve continuous physical exertion, including lifting/carrying objects weighing over 50 pounds, pushing/pulling objects, bending, crouching/kneeling, reaching, standing/walking for long periods, walking on rough terrain, close/far vision, color/depth perception, hearing sounds, and handling/grasping/fingering objects. Moderate physical effort is frequently required for regular periods of time.

IV. WORKING CONDITIONS:

Incumbent performs majority of duties out of doors, in varying weather conditions, and is periodically exposed to excessive noise, dirt, dust, and vehicle and equipment fumes. Safety precautions must be used at all times to avoid injury to self and others.

Incumbent works extended, evening, and weekend hours, travels out of town for training and seminars, sometimes overnight, responds to airport emergencies on a 24-hour basis and serves on call.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Operations Specialist for the Monroe County Aviation Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

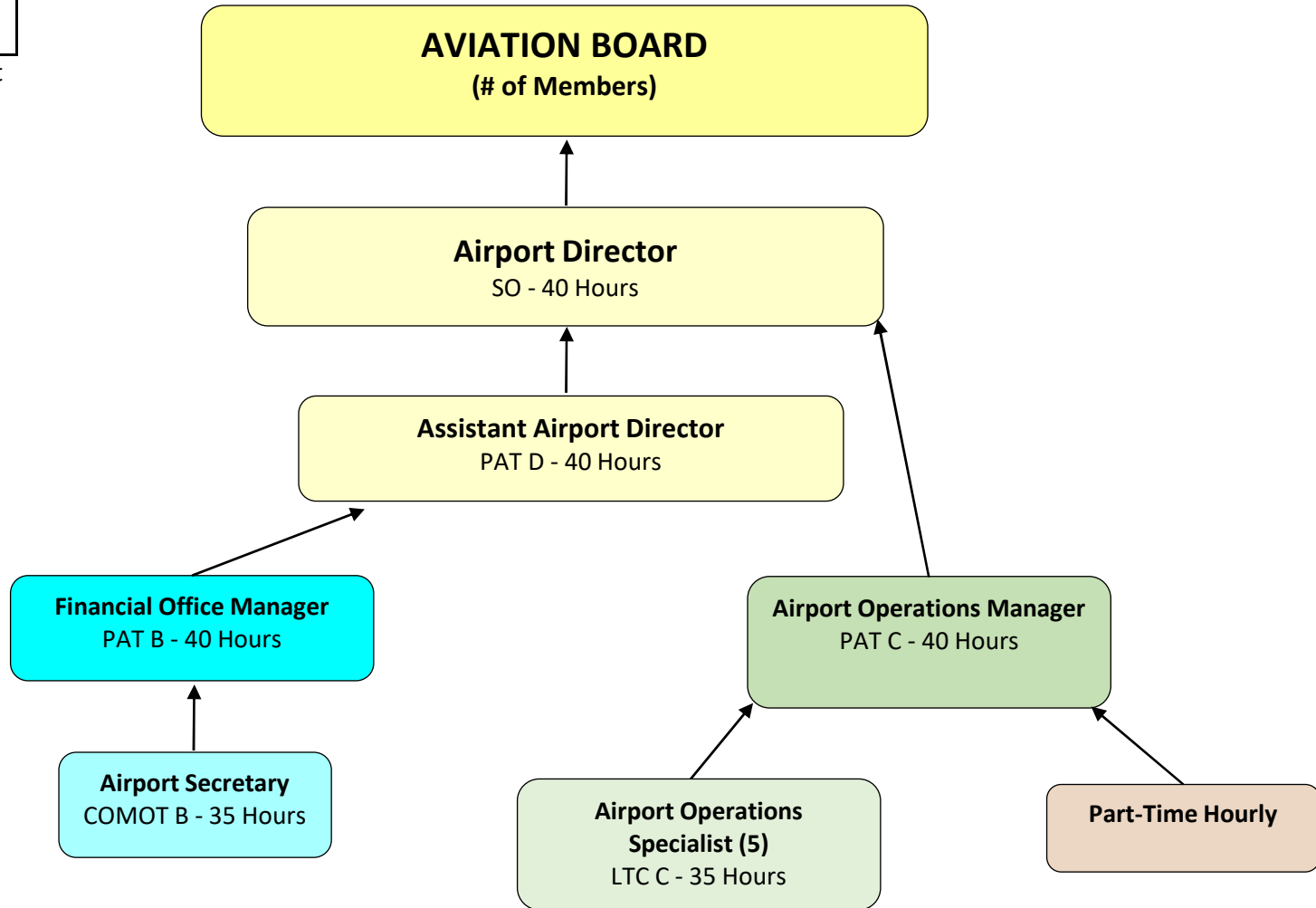
Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

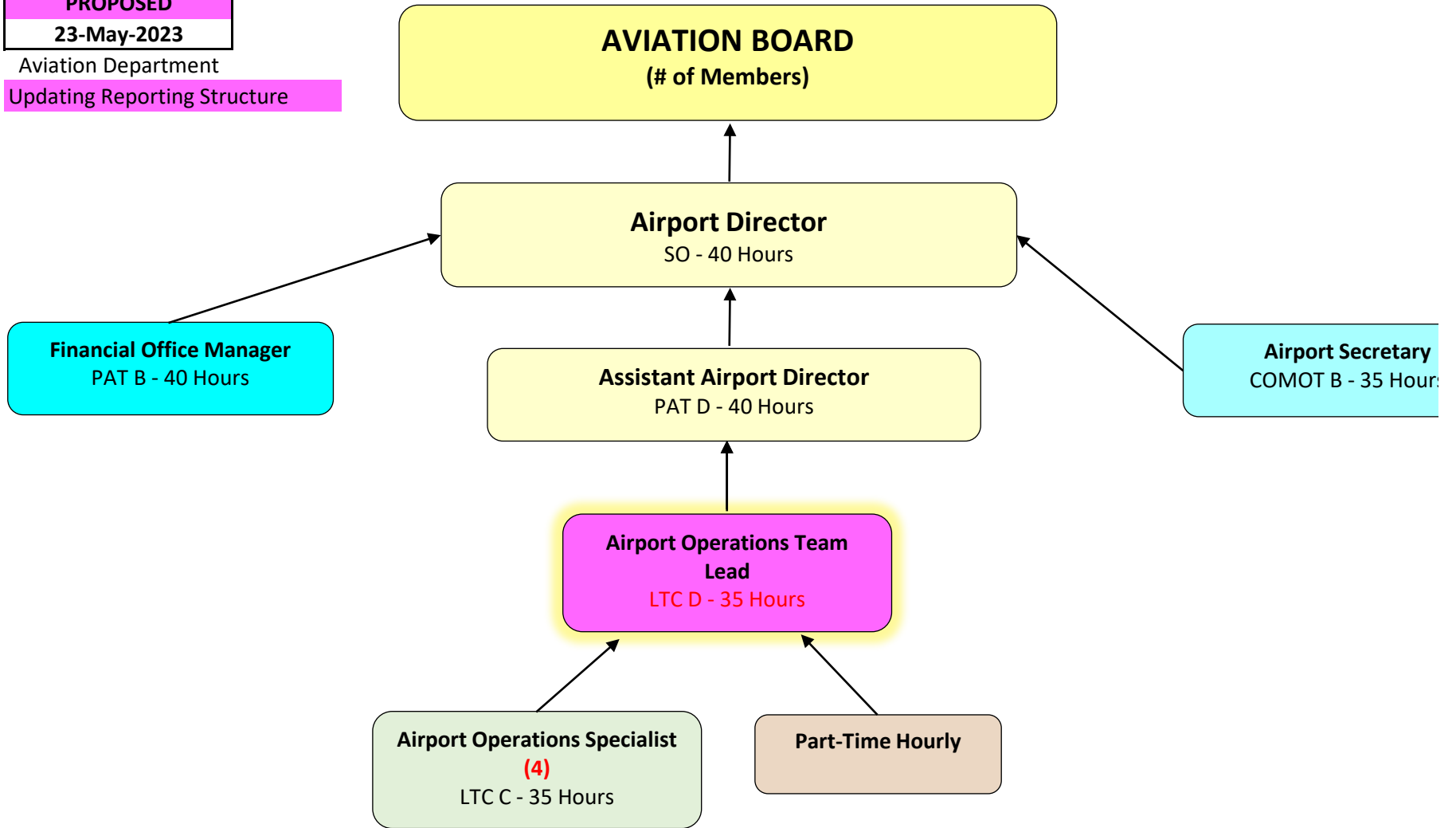
Date


Type or Print name

Current
23-May-2023
Aviation Department



PROPOSED
23-May-2023
Aviation Department
Updating Reporting Structure





Waggoner • Irwin • Scheele
& Associates INC

MEMORANDUM

DATE: June 22, 2023
TO: Kim Shell, County Council Administrator
FROM: Lori Seelen and Addie Rooker
SUBJECT: Classification Request – Auditor

As requested, Waggoner, Irwin, Scheele, and Associates (WIS) reviewed the following job description updates and reclassification request for the Monroe County Auditor’s Office.

1. General Ledger and Grants Manager

This is a reclassification request. The position is currently titled General Ledger Manager and classified as PAT B Non-exempt. According to information provided by the department “The Grant Administrator position was eliminated, creating a void of higher level assistance necessary to meet State and Federal Guidelines for grant reports auditing. A classification review is necessary due to additional duties which are more complex than current job description. For example, assistance with writing policy and procedures for grants is a new requirement.” The job description has been updated and the position is responsible for analyzing and maintaining general ledger, reconciling all receipts and expenditures, preparing financial system reports, and managing County contracts and grants.

Added job duties include: Directing all incoming EFTs and consulting on checks received as needed; Auditing all receipts processed by Auditor’s Office; Reconciling Auditor financial system records with Treasurer financial system; Preparing monthly revenue report for County financial leadership; Managing County grants including assisting with writing, amending, researching, and auditing contracts and grants, tracking all milestones related to payments, and assisting with implementing grant policies and procedures; Maintaining County certifications related to grant assistance, participating in reviewing grants to develop and maintaining knowledge of allowable uses, and communicating information to key stakeholders; Completing financial grant reporting; Serving as primary liaison to external entities that are subgrantees of county grants/funding; Preparing Schedule of Expenditures for Federal Awards; Providing training and instruction on financial procedures and system reports; and Assisting with training internal and external staff on financial matters, making recommendations regarding best practices, and drafting and maintaining departmental procedures.

Two job duties have been removed: Processing and tracking stop payment requests; and Maintaining cancelled check bank reconciliation and statement files.

We have assessed this position respective of other positions in the PAT job category and re-factored the position using the Factor Evaluation System (FES) job classification point-factor guide charts for PAT positions.

Recommendation: We factored the position at 400 PAT factor points. Therefore, it is recommended the position be reclassified at PAT C Exempt. It is also recommended that the title change to General Ledger and Grants Manager be approved.

2. **Other**

The department is also requesting reporting structure changes to the GIS Customer Service Representative and the Internal Auditor positions. The job descriptions have been updated to reflect the reporting structure.

Recommendation: It is recommended the changes to the above mentioned job descriptions be approved for the accurate reflection of the reporting structure of the Monroe County Auditor's Office.

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: General Ledger and Grants Manager
DEPARTMENT: Auditor
WORK HOURS: 8:00 a.m. – 5:00 p.m., M-F
JOB CATEGORY: PAT (Professional, Administrative, Technological)

DATE WRITTEN: December 2018

STATUS: Full-time

DATE REVISED: February 2021, June 2023

FLSA STATUS: Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Monroe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as General Ledger and Grants Manager for the Monroe County Auditor’s Office, responsible for analyzing and maintaining general ledger, reconciling all receipts and expenditures, preparing financial system reports, and managing County contracts and grants.

DUTIES:

Analyzes, configures, and updates general ledger, including posting accounting from various funds, balancing and reconciling funds for all County departments, and adjusting appropriately. Directs all incoming EFTs and consults on checks received as needed. Audits all receipts processed by Auditor’s Office, recommending and processing corrections as identified.

Reconciles all receipts and expenditures to general ledger monthly, including financial system month end close. Identifies, isolates, and corrects any accounting or bank entry errors. Maintains outstanding check lists. Accounts for voided checks and removes from accounting system and reconciles Auditor financial system records with Treasurer financial system as required.

Analyzes and prepares financial system reports to ensure balances are paid to proper bank accounts. Prepares monthly revenue report for County financial leadership.

Manages County contracts and grants, including assisting in writing, amending, implementing, and communicating policies, procedures, internal controls, and practices; researching and auditing contracts and grants; preparing documentation; tracking milestones related to payment; maintaining records and files; documenting performance and compliance; ensuring confidentiality of documents; and assisting with closeout activities. Maintains knowledge of laws, regulations, and reporting requirements relating to County contracts and grants.

Maintains all County certifications related to grant assistance, participating in reviewing grants to develop and maintain knowledge of allowable uses, and communicates information to key

stakeholders. Completes all financial grant reporting as required and requested. Serves as primary liaison to external entities that are subgrantees of county grants/funding.

Analyzes and prepares needed information for year-end process and audit including preparing Schedule of Expenditures for Federal Awards (SEFA).

Assists departments in creating financial reports by utilizing County's financial system and provides training and instruction on financial procedures and system reports.

Assists with training internal and external staff on financial matters; making recommendations to internal and external staff regarding best practices, and drafts and maintains departmental procedures for assigned job tasks.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Bachelor's Degree in Accounting, Finance, or related field, and/or equivalent combination of training and work experience required.

Knowledge of standard practices, policies, and legal requirements governing Auditor's Office operations, with ability to accurately audit claims, prepare related checks and reports, and assist members of the public accordingly.

Knowledge of standard bookkeeping/accounting practices and principles, with ability to accurately audit purchase orders/invoices and record, balance, and maintain accounts accordingly.

Knowledge of standard English spelling, grammar, and punctuation; ability to prepare detailed reports as required.

Knowledge of basic filing systems and ability to maintain accurate and complete department files and records.

Ability to effectively communicate with co-workers, other County departments, State Board of Accounts, and the public, including being sensitive to professional ethics, gender, cultural diversities and disabilities.

Ability to operate a variety of standard office equipment, such as computer, scanner, calculator, fax machine, copier, and telephone.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to understand, memorize, retain, and carry out written and oral instructions and present findings in oral or written form.

Ability to compare or observe similarities and differences in data, compile, analyze, and evaluate data and make determinations based on data analyses.

Ability to work alone with minimum supervision and with others in a team environment.

Ability to work on several tasks at the same time and work rapidly for long periods often amidst frequent distractions and interruptions, occasionally under time pressure.

Ability to apply knowledge of people and/or locations and occasionally plan and layout assigned work projects.

Ability to occasionally work weekends and/or evening hours and occasionally travel out of town for conferences or training.

II. DIFFICULTY OF WORK:

Incumbent operates within broad and general guidelines, exercising discretion and independent judgment in selecting the appropriate approach or adapting unclear guidelines to address specific situations. Numerous duties are performed that are not directly related to one another.

III. RESPONSIBILITY:

Incumbent performs duties within general guidelines where desired results are indicated. Incumbent is responsible for addressing unusual problems and/or circumstances and may discuss these with supervisor. Incumbent's decisions have a substantial impact on departmental operations with work reviewed for soundness of judgment and compliance with department policies and procedures and legal requirement.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains communication with co-workers, other County departments, State Board of Accounts, and members of the public for purposes of processing claims and payments and requesting, providing, and verifying related information, and the public for the purpose of exchanging information, and explaining policies and procedures.

Incumbent reports directly to County Financial Director.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment involving sitting/walking at will, sitting/standing/walking for long periods, lifting/carrying objects weighing as much as 25 pounds, pushing/pulling objects, bending, crouching/kneeling, reaching, keyboarding, close/far vision, color/depth perception, speaking clearly, hearing sounds/communication, and handling/grasping objects, and fingering objects.

Incumbent occasionally works weekends and/or evening hours and occasionally travels out of town for conferences or meetings.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of General Ledger Manager for the Auditor's Office describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes_____ No_____

Applicant/Employee signature

Date

Print/Type name

Salary Compensation Estimated Fiscal Impact

2023 Budget

		<u>ACCOUNT LINES</u>
FT Insurance	12,000	18001
FICA:	7.65%	18101
PERF:	14.20%	18201
Longevity		17601

Department: Auditor's Office

Account Line: 1000-10020-0002 *(Going from a 14-Year to a 3-Year Level)*

Position Title: General Ledger & Grants Manager

Hours per Week: 40 **FLSA Status:** Exempt

**Remaining
Payroll Claims**

11

EFFECTIVE DATE

7/16/2023

**PROPOSED FISCAL
IMPACT**

Hourly Base Rate	\$28.75 Current	\$27.84 Requested	2023
Classification	PAT B	PAT C	TOTAL YEAR
Grid Level	14-Year	3-Year	FISCAL IMPACT
Salary	\$ 59,800.00	\$ 57,908.00	\$ (1,892.00)
Insurance	\$ 12,000.00	\$ 12,000.00	\$ -
FICA	\$ 4,575.00	\$ 4,430.00	\$ (145.00)
PERF	\$ 8,492.00	\$ 8,223.00	\$ (269.00)
Longevity	\$1,200.00	\$400.00	\$ (800.00)
TOTALS	\$ 86,067.00	\$ 82,961.00	\$ (3,106.00)

\$ (1,316.00)

No Additional Needed

The above fiscal impact total is based on a full year of service. The final amount will be prorated depending on the effective date of change.

Reconciles conflicting survey information and data with appropriate boundary geometries and mapping components and edits geo-databases to reflect changing information in GIS.

Continually updates property record cards by making proper entries in Auditor's transfer books, plat books, and computer billing and transfer files.

Assists in processing and certifying all documents and information regarding property with significant unpaid taxes slotted to be sold in the County Tax Sale, including information to interested parties, such as mortgage companies and various other lien holders.

Assists in proofing Personal Property Books and Mobile Home Assessments from Township Assessors.

Represents the Auditor and GIS office in a customer service role by answering telephones/greeting customers in a welcoming and friendly manner, responding to inquiries, and directing callers/visitors to appropriate individual or department.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Associate Degree in computer-aided drawing, technology or engineering technology, or related field preferred GIS software specific training with two years previous work-related experience.

Thorough knowledge of drafting, geometry, trigonometry, and related practices, procedures, and equipment, with ability to accurately review and process property records, identify and resolve discrepancies, and prepare maps and drawings accordingly.

Thorough knowledge of Department computer systems and related programs, with ability to effectively enter and analyze data, process property information, and prepare plat maps and drawings accordingly.

Working knowledge of standard office procedures and ability to apply such knowledge to a variety of interrelated processes, tasks, and operations.

Working knowledge of land surveying techniques and legal procedures concerning local property and personal taxation, with ability to apply procedures and requirements to specific tasks.

Working knowledge of standard English grammar, spelling and punctuation, and ability to prepare various documents and written reports as required.

Ability to maintain knowledge of all computer software programs used by Auditor's Office.

Ability to perform the statutory duties as prescribed for the County Auditor's Office as authorized by the Auditor.

Ability to properly operate standard office land surveying equipment, such as telephone, scanner, calculator, copier, computer, fax machine, triangular scale, and land measure compass.

Ability to effectively communicate orally and in writing with co-workers, other City/County departments, Township Assessors, various realtors, title companies, appraisers, mortgage companies, engineering firms, developers, construction companies, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of department information and records according to state requirements.

Shall comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to competently serve the public with diplomacy and respect, including occasional encounters with irate/hostile persons.

Ability to understand, memorize, retain, and follow oral and written instructions.

Ability to file, post, mail materials, and maintain accurate and organized records.

Ability to compare or observe similarities and differences between data, people, or things.

Ability to compute/perform arithmetic operations, such as measuring bound lines, calculating taxes, and receiving and receipting monies.

Ability to compile, analyze and evaluate data, make determinations, and present findings in oral or written form.

Ability to work alone with minimum supervision and with others in a team environment, often amidst frequent distractions and interruptions, and under pressure from formal schedules, deadlines, and high volume operations.

Ability to apply knowledge of people and locations, plan/layout assigned work projects, and read/interpret detailed prints, sketches, specifications, and maps.

Ability to maintain current knowledge of applicable statutes and guidelines and adapt to changes in procedures accordingly.

Ability to occasionally testify in legal proceedings/court as required.

Ability to occasionally work extended and/or evening hours, and occasionally travel out of town for training/conferences, but not overnight.

II. DIFFICULTY OF WORK:

Incumbent's duties are broad in scope, involving consideration of complex circumstances and variables. Incumbent performs according to department policies and procedures, exercising independent judgment in determining appropriate methods and/or procedures to fit varying circumstances.

III. RESPONSIBILITY:

Incumbent receives specific assignments and general instructions and follows prescribed procedures and standards in completing tasks. Frequently decisions are made which are restricted only by organization wide policies, with little direct guidance from supervisor. Work is reviewed primarily for adherence to instructions/guidelines, technical effect on department goals/objectives, and compliance with requirements.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other City/County departments, Township Assessors, various realtors, title companies, appraisers, mortgage companies, engineering firms, developers, construction companies, and the public for purposes of exchanging information, rendering service, and resolving problems.

Incumbent reports directly to the Property Director.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment, involving sitting for long periods, sitting/walking at will, lifting/carrying objects weighing less than 25 pounds, bending, reaching, crouching/kneeling, pushing/pulling objects, keyboarding, close/far vision, color/depth perception, speaking clearly, hearing sounds/communication, and handling/grasping/fingering objects. Incumbent may occasionally be exposed to irate/hostile persons. Incumbent occasionally works extended and/or evening hours and occasionally travels out of town for training/conferences, but not overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of GIS Customer Service Representative for Monroe County Auditor's Office describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee signature

Date

Print or Type Name

GIS Customer Service Representative II
Monroe County Auditor's Office

Factors: PAT

June 2006

3A 60

9E 80

14J 120

18P 45

T 10

318 PAT III

Status: Full-time

FLSA Status: Non-exempt

Written: September 1991

Revised: August 1995, September 2005

June 2006; reviewed factor points, no change.

June 2023: changed reporting status

**POSITION DESCRIPTION
COUNTY OF MONROE, INDIANA**

POSITION: Internal Auditor
DEPARTMENT: Auditor
WORK SCHEDULE: 8:00 a.m. - 4:00 p.m., M-F
JOB CATEGORY: PAT (Professional, Administrative, Technological)

DATE WRITTEN: August 2018

STATUS: Full-time

DATE REVISED: February 2021, June 2023

FLSA STATUS: Exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. The County of Monroe provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Internal Auditor for the Monroe County Auditor, responsible for performing performance and financial audits in accordance with professional governmental auditing standards and providing consulting services and assistance.

DUTIES:

Evaluates diverse functions and activities of County to determine nature of operations and adequacy of system of internal control, including management of capital assets.

Exercises discretion to identify key internal controls in audit area, activity, function, or process.

Conducts County-wide audits. Plans theory and scope of assigned audits.

Researches applicable policies, laws, regulations, and standards and determines applicability in assigned audit work.

Designs risk based audit programs to assess operations and processes exhibiting more critical levels of risk to organization.

Gathers, analyzes, and interprets information and applies professional discretion to reach appropriate conclusions and rank importance of issues identified.

Obtains, analyzes, and appraises evidentiary data as a basis for an informed conclusion on the adequacy, effectiveness, and efficiency of the activities being reviewed.

Assesses reliability and integrity of financial information and assesses sufficiency in safeguarding of assets and verifying existence of assets, reviews operations and programs to ensure results are consistent with objectives and goals.

Utilizes appropriate sampling techniques and data analytics to address audit testing.

Prepares formal, written reports expressing results regarding adequacy and effectiveness of internal control system.

Appraises adequacy of corrective action taken to improve deficient condition.

Participates in advising capacity regarding controls for new systems, issues with existing systems, and variety of other items relative to policy, procedure, standard, or other criteria.

Provides support to external auditors during annual financial audits of the County.

Performs related duties as assigned.

I. JOB REQUIREMENTS:

Bachelor's degree in Business Administration with an Accounting major or a four (4) year degree in other disciplines along with completion of twenty-one (21) hours of accounting courses, including an auditing course. Minimum of two (2) years experience in auditing field required. CIA/CPA preferred.

Thorough knowledge of and ability to enforce federal, state, and local employment laws, regulations, guidebooks, County personnel policies, and benefits plans.

Thorough knowledge of and ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, and/or governmental regulations.

Working knowledge of generally accepted accounting principles, auditing standards, procedures, techniques, and statistical sampling methods involved in conducting financial and performance audits.

Working knowledge of Standard English grammar, spelling and punctuation, and ability to prepare various documents and written reports as required.

Working knowledge of computer software, including Microsoft Word, Excel, and PowerPoint.

Knowledge of basic filing systems and ability to create and maintain accurate and complete department and personnel files.

Ability to write reports and business correspondence.

Ability to maintain accurate records, compile and prepare related reports, and properly operate various standard office equipment, including computer, printer, scanner, calculator, and telephone.

Ability to effectively communicate orally and in writing with co-workers, other County departments, managers, clients, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or maintain confidentiality of Department information and records according to state requirements.

Shall comply with all employer and Department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to compare or observe similarities and differences in data, compile, collate or classify data, analyze and evaluate, and make determinations based on data analyses.

Ability to utilize advance mathematical concepts, including exponents, logarithms, quadratic equations, and permutations and apply to operations including, frequency distribution, determination to test reliability and validity, analysis of variance, correlation techniques, sampling theory, and factor analysis.

Ability to work alone with minimum supervision and with others in a team environment, work on several tasks at the same time, and work rapidly for long periods, occasionally under time pressure.

Ability to understand, memorize, retain, and carry out written or oral instructions and present findings in oral or written form.

Ability to apply knowledge of people and/or locations, and occasionally plan and layout assigned work projects.

Ability to give presentations in oral or written form.

Ability to occasionally work extended, weekend, and/or evening hours, and occasionally travel out of town for training, seminars, and/or meetings, sometimes overnight.

Possession of a valid Indiana driver's license and demonstrated safe driving record.

II. DIFFICULTY OF WORK:

Incumbent performs duties which are broad in scope involving many variables and considerations. Incumbent operates within established government regulations and County policies, exercising independent judgment in interpreting and relating guidelines to specific situations.

III. RESPONSIBILITY:

Incumbent applies County policies and procedures to individual cases, discussing unusual and unprecedented situations with supervisor as needed. Incumbent receives general supervision, with work periodically reviewed for soundness of judgment, conclusions, adherence to instructions, technical adequacy, accuracy, and conformance with practice.

IV. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, managers, clients, and the public for purposes of exchanging information and explaining and interpreting policies and procedures.

Incumbent reports directly to County Financial Director.

V. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment involving sitting for long periods, sitting and walking at will, speaking clearly, hearing communication, keyboarding, lifting/carrying objects weighing under 25 pounds, and handling/grasping/fingering objects.

Incumbent occasionally works extended, weekend, and/or evening hours, and occasionally travels out of town for training, seminars, and/or meetings, sometimes overnight.

APPLICANT/EMPLOYEE ACKNOWLEDGEMENT

The job description for the position of Internal Auditor describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

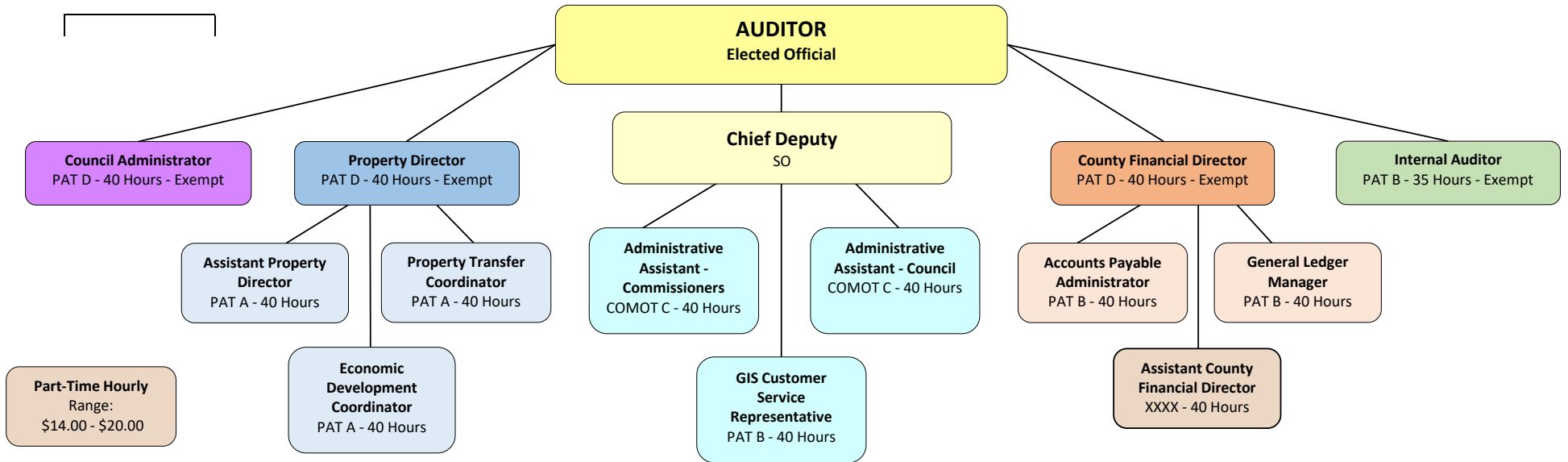
Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes _____ No _____

Applicant/Employee Signature

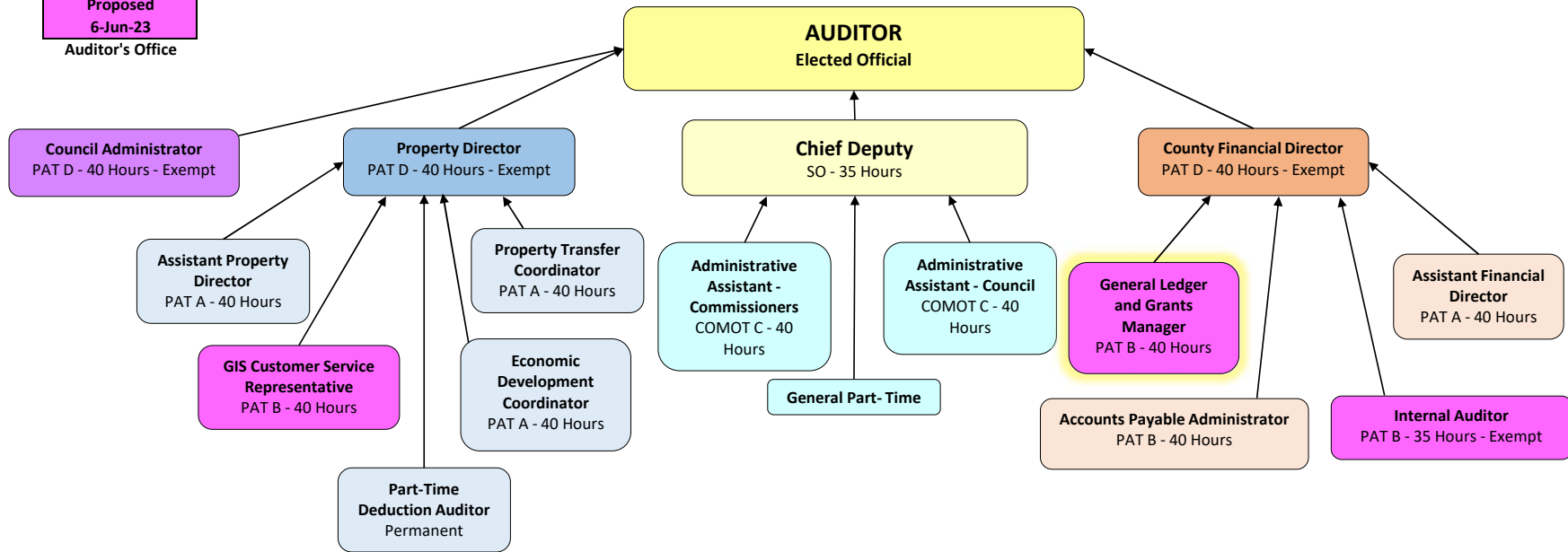
Date

Print or Type Name

AUDITOR'S OFFICE



Proposed
6-Jun-23
Auditor's Office



Monroe County Council Agenda Request Form

Complete ALL applicable highlighted areas below.

DEPARTMENT: Board of Commissioners MEETING DATE REQUESTED (Tentative):
Request Presenter(s): Julie Thomas, Angie Purdie, Lisa Ridge Phone: 812-349-2553

Was the Council Liaison notified prior to submitting this Agenda Request: No

PURPOSE OF REQUEST: (Mark with an "X" in all applicable boxes)

Creation of Account Line(s) and/or Additional Appropriation(s)

Fund Name:

Transfer of Funds

Category

Fund Name:

Fund to Fund

Fund Name A:

Fund Name B:

Salary Ordinance Amendment Effective Date of Amendment:

De-Appropriation of Account Lines
Fund Name:

Other (Specify)

Narrative: Give a DETAILED SUMMARY explanation for the request (purpose, action needed, etc.).

The Board of Commissioners would like the County Council to consider for approval and appropriation the following projects for ARPA funding.

1. Bicentennial Trail project. This project requires substantial stormwater improvements and repairs. This project is funded by INDOT and the CCD fund. The CCD fund was required to pay \$900,000+ in January, funds we thought were sufficient to term the project, but actually required to obtain an additional match from the State. The \$900,000 is not reimbursed and the remaining costs are stormwater issues.
2. ARPA program assistance Baker Tilley. Managing the reporting of federal grant funds is difficult at best; however, managing multiple projects (ARPA grants) is more than our Auditor's office and the Commissioners' Office can support.
3. Indiana Institute on Disability, In custody/Out of custody, Survey Program. This project is designed to identify the weakness' and strengths within our system and recommend improvements. Council members: Peter Iversen, Jennifer Crossley, and Kate Wiltz, approved this project during a meeting of the CJRC and can more information as necessary.

Complete ALL corresponding agenda information on subsequent tabs.

Forward entire Request Form with all supporting documents to: councilrequests@co.monroe.in.us

Contact the Council Administrator (Ext. 2516) with any questions regarding the Agenda Request Form.

