

**INTERLOCAL AGREEMENT ESTABLISHING THE JOHNSON COUNTY,
INDIANA OPIOID REMEDIATION GRANT PROGRAM ADVISORY BOARD**

WHEREAS, Johnson County, Indiana, by and through its Board of Commissioners (“County”) is a government organization providing services to the citizens of Johnson County, Indiana;

WHEREAS, the state of Indiana is set to receive approximately \$925 million dollars over eighteen (18) years as part of several opioid litigation settlements. The settlement funds are governed by Ind. Code § 4-6-15 *et. seq.* whereby funds in both the Local Unrestricted Opioid Settlement Account and Local Abatement Opioid Settlement Account are continuously distributed to participating cities, counties, and towns by formula whereby those cities and towns receiving less than \$5,000 annually in abatement funding will have their distribution sent to the county directly; and

WHEREAS, the County, is making available funding opportunities across Johnson County through a grant program, specifically the Johnson County Opioid Remediation Grant Program, to support evidence-based prevention, treatment, recovery, harm reduction, behavioral health workforce, enforcement, jail treatment, recovery residences, and other services and initiatives as allowed under **Exhibit E** of the National Opioid Settlement document; and

WHEREAS, the County as the executive body under Ind. Code § 36-2-2-2, desires to establish an advisory board under Ind. Code § 36-2-3.5-4, made up from members of local government entities, to review the Johnson County Opioid Remediation Grant Program applications and make recommendations to the County for expenditure recommendations and approvals of the opioid settlement funds; and

WHEREAS, Ind. Code § 36-1-7 *et. seq.* provides that governmental entities may enter into inter-local agreements to exercise authorized powers; and

WHEREAS, in accordance with Ind. Code § 36-1-2-5, the Mayor of Franklin, Indiana (“Franklin”) serves as the executive body for Franklin, Indiana, and the President of each Town Council serves as the executive for the Towns of Bargersville (“Bargersville”), Edinburgh (“Edinburgh”), New Whiteland (“New Whiteland”), Prince’s Lakes (“Prince’s Lakes”), Trafalgar (“Trafalgar”), and Whiteland, Indiana (“Whiteland”) (collectively as “Parties”) and,

WHEREAS, in accordance with Ind. Code § 36-1-2-6, the Johnson County Council serves as the fiscal body for Johnson County, Indiana, the Common Council serves as the fiscal body for Franklin, Indiana, and each respective Town Council serves as the fiscal body for Bargersville, Edinburgh, New Whiteland, Prince’s Lakes, Trafalgar, and Whiteland in accordance with that same authority; and,

WHEREAS, the Parties are all located within Johnson County and have each executed Resolutions allowing their restricted opioid funds to remain with the County for appropriation through the Johnson County Opioid Remediation Grant Program; and,

WHEREAS, the Parties have enjoyed a positive working relationship with one another and share the common goal of promoting innovative, collaborative, community-driven, cross-sector responses to substance opioid use disorder issues as allowed under **Exhibit E** of the National Opioid Settlement document outlining the approved abatement uses to the citizens of Johnson County; and

WHEREAS, for these reasons and in furtherance of these common goals, the Parties and Johnson County now desire to enter into this Interlocal Agreement (hereinafter “Agreement”) establishing The Johnson County, Indiana Opioid Remediation Grant Program Advisory Board, in accordance with Ind. Code § 36-1-7 *et. seq.*

NOW, THEREFORE, the Parties and the County agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Johnson County, Indiana Opioid Remediation Grant Program Advisory Board for the administration of the Johnson County Opioid Remediation Grant Program throughout Johnson County, Indiana.
2. **Joint Board.** This Agreement shall be administered through the Johnson County, Indiana Opioid Remediation Grant Program Advisory Board (“Board”) consisting of representatives as specified under Section 4 of this Agreement, pursuant to Ind. Code § 36-1-7-3(a)(5)(B), or their designee. The Board shall have the authority to review and manage the administration of this Agreement and report each Party as specified in Section 6 of this Agreement. The Board shall not have the authority to acquire, hold or dispose of any personal or real property.
3. **Duration.** This Agreement shall be effective upon it being recorded in the Office of the Johnson County Recorder, after having been adopted and executed by the Parties herein; and shall continue thereafter until terminated by a majority of the parties, or upon the completion of the Indiana Opioid Litigation and Settlement dispersion under Indiana Code §§ 4-6-15. This Agreement shall also be filed with the State Board of Accounts pursuant to Ind. Code § 36-1-7-6, within sixty (60) days after recording.
4. **Board Composition.** The Johnson County Opioid Remediation Grant Program Advisory Board (“Board”) shall be composed of:
 - a. One (1) member of the County Executive, appointed by the County Executive, shall serve a term of two years.
 - b. One (1) member of the County Fiscal body, appointed by the County Executive, shall serve a term of two years.
 - c. Two (2) members of the city of Franklin, Indiana’s City Council, appointed by the City Council, who shall serve a term of two years.
 - d. One (1) member of the Bargersville Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.

- e. One (1) member of the Whiteland Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.
 - f. One (1) member of the New Whiteland Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.
 - g. One (1) member of the Edinburgh Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.
 - h. One (1) member of the Trafalgar Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.
 - i. One (1) member of the Prince's Lakes Town Council, or their designee, appointed by the Town Council, who shall serve a term of two years.
5. **Resignation.** If a member is no longer serving in their elected position, resigns from their elected position, or is otherwise removed from the Board prior to the expiration of any two-year term, a replacement member shall be appointed in the same manner as the selection and appointment of the initial member.
6. **Board Duties.** The Board shall screen all grant applications for eligibility, evaluate and score all grant applications, and make recommendations to the County for awarding Opioid Remediation funding in accordance with the Johnson County Opioid Remediation Grant Program and Indiana Code §§ 4-6-15.
- a. The Board shall develop a process for making recommendations and forwarding all relevant information to the County for grant recipients and awarding funds bi-annually or however deemed by the County.
7. **Board Positions.** Officers of the Board shall be a chairperson, a vice-chairperson, and a secretary, with a two (2) year term to be elected by a majority of the Board. The chairperson shall preside over all meetings and perform any other duties as designated by the Board. The vice-chairperson shall act for the chairperson in their absence.
8. **Meetings.** The Board shall conduct their meetings as frequently as deemed necessary by the Chair and in accordance with the applicable Indiana Open Door Laws under Ind. Code § 5-14 *et. seq.*
9. **Quorum.** A majority of voting members of the Board present at any meeting shall constitute a quorum. The continued presence of a quorum is required before any formal action is commenced. All Board business shall be transacted by an affirmative vote of a majority of members present at a meeting in which a quorum is established.
10. **Financing, Staffing, and Supplying.** This Agreement does not implicate the staffing of additional City, Town, or County personnel or the acquisition, holding, or disposal of personal property.
11. **No Joint Undertaking.** The Parties acknowledge and agree that the purpose and intent

of this Agreement is not to undertake the joint exercise of power within the meaning of Ind. Code § 36-1-7-2(a); therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring, holding and disposing of real and personal property of a joint undertaking. There will be no jointly held property under this Agreement.

12. **Termination.** Any Party may terminate themselves as a party to this Agreement at any time, upon notice to the other parties at its customary address, and without the necessity of cause. The terminating party shall provide Notice of no less than sixty (60) days of its intent to terminate to all other Parties to this Agreement.
13. **Accounting.** To the extent any accounting is required by this Agreement, now or at some future time, the Johnson County Auditor and Treasurer shall have the duty of receiving, disbursing, and accounting for all monies obtained pursuant to this Agreement, all of which is pursuant to Ind. Code § 36-1-7-4, so that approval of the Attorney General for this Agreement is not required.
14. **Governing Law.** This Agreement is entered into in accordance with Ind. Code § 36-1-7 *et. seq.* and Ind. Code § 36-1-7-3. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.
15. **Indemnification.** Johnson County shall completely indemnify, protect and hold harmless the Parties against any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever brought against the Parties arising out of or relating to the terms of this Agreement, unless such costs, expenses, liability, losses, claims, suits, or proceedings arise solely out of the Party's negligence or other breach of duty by any Party.

Each Party shall completely indemnify, protect and hold harmless Johnson County against any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever brought against Johnson County arising out of or relating to the terms of this Agreement or the Software, unless such costs, expenses, liability, losses, claims, suits, or proceedings arise solely out of Johnson County's negligence or other breach of duty by Johnson County.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
17. **Modification.** This Agreement shall not be modified except by a written instrument executed by each Party and in accordance with Indiana law.

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

19. **Entire Agreement**. This Agreement contains the complete and entire agreement between the Parties and the County concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties and Johnson County.

[Signatures to follow]

IN WITNESS WHEREOF, ALL OF WHICH IS AGREED, ADOPTED, and SO APPROVED this ____ day of _____, 2024.

**JOHNSON COUNTY, INDIANA
BOARD OF COMMISSIONERS**

Brian Baird, Chair

Kevin Walls

Ron West

ATTEST:

Elizabeth Alvey, Johnson County Auditor

**IN WITNESS WHEREOF, ALL OF WHICH IS AGREED, ADOPTED, and
SO APPROVED** this ____ day of _____, 2024.

**JOHNSON COUNTY, INDIANA
COUNTY COUNCIL**

Pam Burton, President

ATTEST:

John Mallers, Vice-President

Elizabeth Alvey,
Johnson County Auditor

Ron Deer

John Ditmars

Melinda Griesemer

John Myers

Jonathan T. Myers

City of Franklin, Indiana by its Common Council:

Voting Affirmative:

Voting Opposed:

Kenneth Austin, President

Kenneth Austin, President

Shawn Taylor, Vice President

Shawn Taylor, Vice President

Jennifer Price

Jennifer Price

Irene Nalley

Irene Nalley

Todd A. Shuck

Todd A. Shuck

Anne McGuinness

Anne McGuinness

Josh Prine

Josh Prine

Presented by me to the Mayor of the City of Franklin for his approval or veto pursuant to Indiana Code §36-4-6-15 and 16, this _____ day of _____ 2024 at _____ o'clock a.m./p.m.

Jan Jones, City Clerk-Treasurer

This Ordinance having been passed by the legislative body and presented to me was _____ by me and duly adopted, pursuant to Indiana Code §36-4-6-16(a)(1) this __ day of _____, 2024 at _____ o'clock a.m./p.m.

Steve Barnett, Mayor

Attest:

Jan Jones, City Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF BARGERSVILLE, JOHNSON COUNTY,
INDIANA THIS _____ DAY OF _____ 2024.

AYES

NAYS

James Rumell II, President

James Rumell II, President

James Pheifer, Vice President

James Pheifer, Vice President

Susie Qualls

Susie Qualls

Andrew Greenwood

Andrew Greenwood

Ruth Ann Moore

Ruth Ann Moore

Attest:

R. Dustin Doyle, Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF EDINBURGH, JOHNSON COUNTY, INDIANA THIS _____ DAY OF _____ 2024.

AYES

NAYS

Ryan Piercefield, President

Ryan Piercefield, President

Miriam Rooks, Vice President

Miriam Rooks, Vice President

Debbie Buck, Member

Debbie Buck, Member

Sherri Sweet, Member

Sherri Sweet, Member

Michael Bryant, Member

Michael Bryant, Member

Attest:

Rhonda Barrett, Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF NEW WHITELAND, JOHNSON COUNTY, INDIANA
THIS _____ DAY OF _____ 2024.

AYES

NAYS

John Perrin, President

John Perrin, President

John Purdie, Vice President

John Purdie, Vice President

Dennis Combs

Dennis Combs

John Schilawski

John Schilawski

Chad Waltz

Chad Waltz

Attest:

Angela DeVoss, Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF PRINCE'S LAKES, JOHNSON COUNTY, INDIANA
THIS _____ DAY OF _____ 2024.

AYES

NAYS

Greg Nelson, President

Greg Nelson, President

Bryan Tearman, Vice President

Bryan Tearman, Vice President

Charlie Bourne

Charlie Bourne

Kevin Harrison

Kevin Harrison

Lindsey Henson

Lindsey Henson

Attest:

Erica Lyden-Giger, Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF TRAFALGAR, JOHNSON COUNTY, INDIANA THIS
_____ DAY OF _____ 2024.

AYES

NAYS

Jason Ramey, President

Jason Ramey, President

Jessica Jones, Vice President

Jessica Jones, Vice President

Jackie Bryant, Member

Jackie Bryant, Member

Ashley Chaney, Member

Ashley Chaney, Member

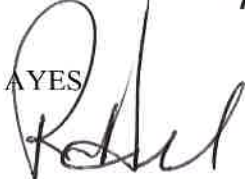
Mike Peters, Member

Mike Peters, Member

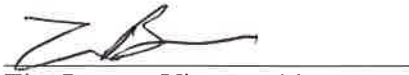
Attest:

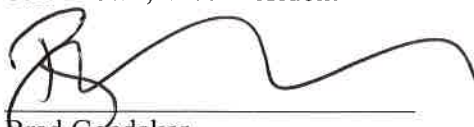
Donna Moore, Clerk-Treasurer

PASSED AND ADOPTED BY THE TOWN COUNCIL OF WHITELAND, JOHNSON COUNTY, INDIANA THIS 10th DAY OF September 2024.


AYES


Richard Hill, President


Tim Brown, Vice President


Brad Goedecker


Debra Hendrickson


Joseph Sayler

NAYS

Richard Hill, President

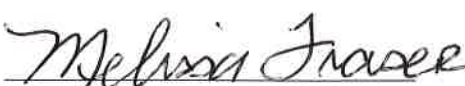
Tim Brown, Vice President

Brad Goedecker

Debra Hendrickson

Joseph Sayler

Attest:



Melissa Fraser, Clerk-Treasurer

This Instrument Prepared By:

Adam P. Gadberry, Attorney No. 31975-29
Johnson County Attorney
86 W. Court St.
Franklin, IN 46131
(317) 346-4392
agadberry@co.johnson.in.us