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IN THE
COURT OF APPEALS OF INDIANA

Lake County Board of
Commissioners, et al.,
Appellants-Defendants,

v.

Lake County Sheriff Oscar
Martinez, Jr., in his official
capacity,
Appellee-Plaintiff.

November 16, 2022

Court of Appeals Case No.
22A-PL-1559

Appeal from the Lake Superior
Court

The Honorable Stephen E.
Scheele, Judge

Trial Court Cause No.
45D05-2201-PL-72

Altice, Judge.

Case Summary

- [1] Lake County Sheriff Oscar Martinez, Jr. (the Sheriff), in his official capacity, executed a contract with Correctional Health Indiana, Inc. (CHI) for CHI to provide medical and healthcare services to inmates in the Lake County Jail (the Jail) during the 2022 calendar year. The Lake County Board of Commissioners (the Board), as executive of Lake County, Indiana government, refused to approve the 2022 contract and indicated that the Board would approve contracting with CHI but only at the 2021 rate and on a month-to-month basis.

- [2] The Sheriff filed a complaint against the Board¹ seeking, in relevant part, a declaration that the Sheriff has the authority to enter into contracts related to the operation of the Jail and the care of its inmates. The Board filed a counterclaim in which it sought a contrary declaration that the Board has the sole authority to approve any contract with CHI for the provision of medical services at the Jail.
- [3] The Board appeals the trial court's declaration, by way of partial summary judgment, that the Sheriff, without approval of the Board, has the authority to enter into contracts to take care of the Jail and its inmates, so long as the Sheriff is spending funds within his approved budget. The Board also appeals the trial court's order directing the Board and the Auditor to process, approve, and pay the invoices submitted by the Sheriff pursuant to the 2022 contract with CHI.
- [4] We affirm and remand.

Facts & Procedural History

- [5] Oscar Martinez, Jr., has served as the elected sheriff in Lake County since 2017. Among his various responsibilities, the Sheriff is tasked with operating the Jail and taking care of the prisoners housed therein.² Dating back to 2012, the

¹ Also named as defendants in the complaint were the Board's individual commissioners in their official capacities and the Lake County Auditor (the Auditor). We will generally refer to the defendants collectively as the Board.

² As of January 21, 2022, the Jail housed approximately 656 inmates, which number includes federal detainees pursuant to a contract with the United States Marshals Service.

Sheriff and his predecessor(s) have engaged the services of CHI, a qualified healthcare provider, to provide comprehensive medical services to the Jail's inmates, and contracts for these services have ranged from annual to multi-year. The earlier contracts were entered into between CHI and the Board "on behalf of" the Sheriff. *Appellants' Appendix Vol. 4* at 65. Later contracts, including the three-year contract for 2017 through 2019, were entered into between CHI and the Sheriff and were expressly "approved by" the Board "on behalf of" the Sheriff. *Id.* at 104.

- [6] Consistent with past practices, in the summer of 2021, the Sheriff began discussions with CHI regarding contract renewal for calendar year 2022. They negotiated an agreement in which CHI would continue to provide healthcare services at the Jail throughout 2022 for a total cost of \$6,094,854, payable in twenty-four bi-monthly installments of \$253,952.
- [7] The negotiated amount for CHI's services was included as a line item in the Sheriff's proposed departmental budget for 2022, which was submitted to the Lake County Council (the Council) for review and approval. The Council approved the Sheriff's 2022 budget on October 12, 2021. Thereafter, on October 28, 2021, the Sheriff and CHI executed a contract for medical services at the Jail (the First 2022 CHI Contract). At its November 2021 meeting, the Board ratified the Council's countywide budget for 2022.
- [8] With approval of his 2022 budget, the Sheriff had available funds to cover the full amount of the First 2022 CHI Contract. Still, because the Board had

historically requested that it review and approve such contracts, the Sheriff placed the First 2022 CHI Contract on the agenda for the Board's November meeting. When the matter came before the Board at the meeting, the individual commissioners expressed displeasure that the Sheriff had not allowed an independent quality insurance consultant, hired by the Board in 2020, to have access to the Jail. The commissioners also noted that this would be the third extension of the arrangement with CHI, with a significant price increase, and that the services had not been put out for bid since 2016. The Board voted to defer action on the First 2022 CHI Contract, ostensibly to give the Sheriff thirty days to grant the consultant access to the Jail. At the December 2021 meeting, the Board once again deferred action on the First 2022 CHI Contract.

[9] Given the impending expiration of the current contract with CHI, the Sheriff requested that the Board schedule a special meeting before January 1, 2022, in which to approve the First 2022 CHI Contract. The Board refused the Sheriff's request. The Sheriff then, on or about December 22, 2021, executed a new contract with CHI for medical services at the Jail for the 2022 calendar year (the Second CHI 2022 Contract), which was identical to the First CHI 2022 Contract except the signature block for approval from the Board was omitted.

[10] On January 18, 2022, the Sheriff submitted a purchase order to the Board and/or the Auditor for the full amount of the Second CHI 2022 Contract, along with CHI's first invoice for \$253,952. The Auditor certified that there were appropriated funds available to pay for this purchase order.

- [11] The next day, at its regular meeting, the Board voted to continue contracting with CHI for medical services at the Jail but only at the rate that CHI had been paid in 2021 (bi-monthly payments of \$241,859) and only on a month-to-month basis. The Board’s decision to approve payments at the prior 2021 rate resulted in a monthly shortfall to CHI of \$24,186.
- [12] The Board’s decision required the Sheriff to amend the purchase order to reflect the 2021 contract rate in order for any payments to CHI to be made by the Auditor. Accordingly, the Sheriff submitted a purchase order change request form on January 24, 2022, changing the amount from \$6,094,854 to \$5,804,616. In the remarks section of the form, the Sheriff indicated that the amendment of the purchase order amount was “not intended as any compromise or waiver of the Sheriff’s claims” in the instant lawsuit, which the Sheriff filed on January 21, 2022. *Appellants’ Appendix Vol. 4* at 220.
- [13] In Count I of his verified complaint for declaratory and injunctive relief against the Board, the Sheriff sought declarations that he, not the Board, has the authority to enter contracts relating to the operation of the Jail and/or the care of its inmates and that he alone has the authority to determine how to spend the funds in his annual approved budget. The Sheriff also asked the trial court to direct the Board and the Auditor to approve the original purchase order for the Second CHI 2022 Contract, “and any future purchase orders and/or invoices submitted by the Sheriff in connection with the Second CHI 2022 Contract.” *Appellants’ Appendix Vol. 2* at 31. Finally, in Count I, the Sheriff asked for a declaration that he need not submit future contracts to the Board for approval

that relate to the operation of the Jail and/or the care of its inmates. Count II of the complaint, which is not at issue on appeal, alleged tortious interference with contract by the Board.

- [14] The Board filed its answer and counterclaim on March 14, 2022. The counterclaim, in relevant part, asked the trial court to settle the parties' controversy regarding whether the Sheriff or the Board has the legal authority to enter into contracts for the provision of medical services at the Jail and the authority to determine the amount that should be paid on invoices submitted for payment from the county treasury.
- [15] The parties agreed to an expedited briefing schedule and then filed cross-motions for summary judgment on Count I of the complaint and Count I of the counterclaim, which presented analogous issues. After hearing argument on the motions on June 1, 2022, the trial court issued its decision on June 30, 2022, granting partial summary judgment in favor of the Sheriff and denying the Board's cross-motion for summary judgment. Specifically, the trial court declared and ordered, in relevant part, as follows: (1) The Sheriff, and not the Board, has the authority to enter into contracts to take care of the Jail and the prisoners there; (2) the Sheriff, and not the Board, has the authority to determine how to spend funds within the 2022 Sheriff's budget that have been allocated to take care of the Jail and its prisoners; and (3) the Board and the Auditor are directed to process/approve/pay/satisfy purchase orders and/or

invoices submitted by the Sheriff attendant to the Second CHI 2022 Contract.³

The trial court expressly made its order final and appealable pursuant to Indiana Trial Rule 54(B).

- [16] The Board timely appealed from the trial court’s summary judgment order. It also filed a motion to stay order pending appeal, which the Sheriff opposed and the trial court denied. The appeal has proceeded in this court with expedited briefing, as requested by the Board.

Standard of Review & Statutory Interpretation

- [17] On review of a summary judgment ruling, we stand in the shoes of the trial court. *City of Lawrence Utilities Serv. Bd. v. Curry*, 68 N.E.3d 581, 585 (Ind. 2017). Summary judgment is appropriate only when “the designated evidentiary matter shows that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Ind. Trial Rule 56(C). “Issues of statutory construction are questions of law, which are particularly appropriate for summary resolution.” *Curry*, 68 N.E.3d at 585.

- [18] When interpreting a statute, our first task is to give its words their clear and plain meaning, while considering the structure of the statute as a whole. As we interpret the statute, we are mindful of both what it does say and what it does not say. To the extent

³ The trial court denied the Sheriff’s request for a declaration that he need not submit future contracts to the Board for approval. The court observed, “These submissions behoove better government operation, communication, transparency and comity. This denial notwithstanding, the Sheriff has and retains the authority to enter into contacts to take care of the Lake County Jail and its prisoners, even *sans* formal or supplemental approval by the Board.” *Id.* at 20 (emphasis in original).

there is an ambiguity, we determine and give effect to the intent of the legislature as best it can be ascertained. We may not add new words to a statute which are not the expressed intent of the legislature.

Id. (internal citations and quotations omitted). When statutes on the same subject must be construed together, we should attempt to give effect to both and to harmonize any inconsistencies or conflicts before applying other rules of statutory construction. See *Moryle v. Ransone*, 4 N.E.3d 1133, 1137 (Ind. 2014). Further, there is a presumption that the General Assembly does not intend statutory language to be applied illogically or to bring about an unjust or absurd result. *Local 1963 of UAW v. Madison Cnty.*, 999 N.E.2d 949, 954 (Ind. Ct. App. 2013), *trans. denied*.

Discussion & Decision

[19] In 1981, the Indiana General Assembly adopted statutes relating to the structure of county governments with the stated purpose of granting counties “all the power that they need for the effective operation of government as to local affairs.” Ind. Code § 36-1-3-2. With respect to certain counties, including Lake County, Ind. Code § 36-2-3.5-2 provides: “The powers of the county are divided between the executive and legislative branches of its government. A power belonging to one (1) branch of the county’s government may not be exercised by the other branch.” The board of commissioners is the county executive; the county council is both the legislative and fiscal body of the county. I.C. § 36-2-3.5-3.

[20] The Board relies on I.C. § 36-2-3.5-4 for its position that the Board has the exclusive authority to contract for medical services on behalf of the Jail and to determine whether invoices submitted by the Sheriff for said services should be paid by the county. Subsection (a) of the statute provides: “All powers and duties of the county that are executive or administrative in nature shall be exercised or performed by its executive, except to the extent that these powers and duties are expressly assigned to other elected officers.” Subsection (b) then sets out specific duties of the executive, including that it shall “control all disbursements and expenditures” and “negotiate contracts for the county.” I.C. § 36-2-3.5-4(b)(7) and (9). The Board argues that the power to contract for the Jail has not been expressly assigned to the Sheriff and, therefore, remains with the Board.

[21] As an aside, we observe that another panel of this court recently interpreted I.C. § 36-2-3.5-4 along with I.C. § 36-1-3.5-5, which applies only to Lake County. *See Lake Cnty. Bd. of Comm’rs v. Lake Cnty. Council*, 192 N.E.3d 936 (Ind. Ct. App. 2022), *trans. pending*. The court held that although I.C. § 36-2-3.5-4 “generally grants the authority to enter into contracts on behalf of the county” to the executive branch, I.C. § 36-1-3.5-5 specifically transfers jurisdiction over the county purchasing agency in Lake County to the Council. *Lake Cnty. Bd. Of Comm’rs*, 192 N.E.3d at 943. Although I.C. § 36-1-3.5-5 speaks only in terms of jurisdiction over the purchasing agency and does not expressly mention the power to negotiate contracts on behalf of the county, this court held that by this statute the General Assembly granted the power to contract on behalf of Lake

County to the Council. *Lake Cnty. Bd. of Comm'rs*, 192 N.E.3d at 942-46. This case is currently pending transfer before our Supreme Court, and we need not take a position here. That is, regardless of whether the power to contract on behalf of the county lies generally with the Board or the Council, we conclude, for the reasons discussed below, that the Sheriff has the authority to enter into contracts to take care of the Jail and its prisoners.

[22] Unlike county commissioners or county councils, the Indiana Constitution expressly establishes sheriffs, among others, as elected county officials. Ind. Const. Art. 6, § 2(a). Ind. Code § 36-2-13-5 sets out express powers and duties of county sheriffs. Among these, as relevant in this instance, is the sheriff's duty to "take care of the county jail and the prisoners there." I.C. § 36-2-13-5(a)(7). Further, it has long been settled that "prisoners are entitled to medical care" and that "a sheriff has a duty to exercise reasonable care to preserve a prisoner's health," which generally "includes the duty to pay for medical treatment." *Ne. Ind. Colon & Rectal Surgeons v. Allen Cnty. Comm'rs*, 674 N.E.2d 590, 592 (Ind. Ct. App. 1996); *see also Health & Hosp. Corp. v. Marion Cnty.*, 470 N.E.2d 1348, 1358-59 (Ind. Ct. App. 1984), *trans. denied*. This legal duty to provide and pay for medical services for prisoners necessarily requires authority to contract for such medical care. *Cf. Health & Hosp. Corp.*, 470 N.E.2d at 1360 (observing that a "hospital could assume that since a sheriff has a legal duty to provide medical services for prisoners, he has authority to contract or make arrangements for hospitalization of a prisoner") (citation and quotation omitted).

[23] In *Alexander v. Marion Cnty. Sheriff*, 891 N.E.2d 87, 95 (Ind. Ct. App. 2008), *trans. denied*, we recognized “the special and complex nature of maintaining jail ... facilities.” More specifically, with respect to a sheriff’s statutory take-care duty, we observed:

In order to carry out this function, the Sheriff must provide a safe and secure manner for jail inmates to make phone calls. The parties do not dispute that *implicit in this charge is that the Sheriff has the authority, and in fact, the duty, to enter into contracts to carry out this function.*

Id. at 93 (emphasis supplied). We ultimately held that the sheriff’s decision to contract with and grant exclusive rights to one telephone service provider for inmates was a matter within the sheriff’s authority to operate and maintain the jail. *Id.* at 96.

[24] The role of the Board is to “act as ‘a general overseer or manager’” of the county. *Local 1963 of UAW*, 999 N.E.2d at 954 (quoting *Roberts v. State ex rel. Jackson Cnty. Bd. of Comm’rs*, 278 N.E.2d 285, 292 (1972)). While the Board is statutorily required to build and maintain a county jail, that duty extends only to keeping it open and in good repair. *Waldrip v. Waldrip*, 976 N.E.2d 102, 118-19 (Ind. Ct. App. 2012); *see also* Ind. Code § 36-2-2-24(a). The law is well settled that the Board does not have control over the acts of the Sheriff, who occupies a “constitutionally-created office that is separate from the county executive” and who is charged with “[a]ctual administration of the jail and treatment of prisoners.” *Waldrip*, 976 N.E.2d at 119.

[25] We agree with the Sheriff that his express duty to take care of the Jail and its prisoners includes the authority to enter into contracts for this purpose. *Cf. Local 1963 of UAW*, 999 N.E.2d at 958 (holding that board of commissioners did not have authority to bind elected officer to collective bargaining agreement (CBA) despite its general authority to execute contracts on behalf of the county because the CBA “obstructed the independence of the Officials to staff their offices as they deem best”). Indeed, if the Board had the exclusive right to enter into such contracts, as it claims, the Sheriff would be transformed into a passive manager, a mere department head, notwithstanding his constitutional office, and would have limited ability to take care of the Jail and its prisoners. As the trial court observed, statutory assignment of the Sheriff’s take-care duty “could not be more expressed.” *Appellants’ Appendix Vol. 2* at 19. The General Assembly’s grant of power and authority to the Sheriff must allow for him to fulfill this statutory duty. In other words, by assigning the Sheriff the take-care duty, the General Assembly granted him the authority to enter into jail-related contracts. This interpretation harmonizes and gives effect to both I.C. § 36-2-3.5-4 and I.C. § 36-2-13-5(a)(7).⁴

⁴ The Board contends that this construction renders Ind. Code § 11-12-4-2(c) meaningless. It does not. I.C. § 11-12-4-1(a) requires the Indiana Department of Correction to adopt minimum standards for county jails, and I.C. § 11-12-4-2 addresses inspections of county jails, notice of noncompliance with minimum standards, and remedies for noncompliance. The Board specifically directs us to I.C. § 11-12-4-2(c), which provides that upon receiving notice of noncompliance, “the sheriff may bring an action in the circuit court, superior court, or probate court against the board of county commissioners or county council for appropriate mandatory or injunctive relief.” The Board argues that if the Sheriff has exclusive dominion over the Jail, then this subsection would not be needed. This argument, however, ignores the fact that the Sheriff does not, and has never argued, that he has unlimited funding and/or exclusive control over budgeting.

[26] The Council and the Board continue to have a check on the Sheriff through the budgeting process. But, here, there is no dispute that the Sheriff's 2022 approved budget includes funds allocated for the Second CHI 2022 Contract. The Board directs us to I.C. § 36-2-6-2, which provides:

A person who has a claim against a county shall file an invoice or a bill with the county auditor. The auditor shall present the invoice or bill to the executive, which shall examine the merits of the claim. The executive may allow any part of the claim that it finds to be valid.

While this statute provides the Board with discretion to consider the validity of invoices filed with the Auditor, it does not allow the Board to abuse that discretion by refusing to pay valid invoices submitted by officials for budgeted items that have been fully appropriated and for which the funds remained unencumbered. The trial court did not exceed its authority by ordering the Board and the Auditor to process, approve, and pay invoices submitted by the Sheriff related to the Second 2022 CHI Contract.⁵

[27] Judgment affirmed and remanded for further proceedings.

Brown, J. and Tavitas, J., concur.

⁵ In passing, the Board suggests that the Sheriff lacked standing to seek an order that CHI be paid. The Board, however, misconstrues the Sheriff's claim. The Sheriff is not asserting CHI's right to payment; rather, the Sheriff is protecting his authority to contract with CHI and asserting his right to have the contract honored by the Board and the Auditor to avoid breaching the contract.