

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, August 6, 2018 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN ST.
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE TO FLAG

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, Attorney
Mr. Steven G Craycraft, Auditor

TABLED BUSINESS

Mr. John Brooke, County Commissioners Attorney, presented the Medicaid for Inmates agreement. Delaware County will be responsible only for the state portion of the cost and the state would pick up federal portion. Mr. Brooke will get *signatures* needed from the state and send to the Auditor's office. Getting signatures will take time.

MOTION: Commissioner Riggan made a motion to remove Medicaid for Inmates Agreement from the table.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

MOTION: Commissioner Henry made a motion to approve Medicaid for Inmates Agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

ORIGINAL

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000027253

This Contract ("this Contract"), entered into by and between Indiana Family Social Services Administration (the "State") and DELAWARE COUNTY (the "County"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Adult and juvenile offenders ("offenders") may be eligible for Medicaid coverage as offered through the FSSA's programs while receiving inpatient services delivered at a Medicaid approved facility during incarceration, and upon release or discharge. The intent of the parties is to make applicable health coverage available to offenders eligible to receive such coverage for inpatient services during the period of the offenders' incarceration and upon the offenders' release and to outline the COUNTY's responsibilities for reimbursing FSSA the state share of Medicaid costs incurred under this CONTRACT.

1. PURPOSE

During the 2015 legislative session, the General Assembly passed HEA 1269, which authorized FSSA and an interested county to enter into an agreement for purposes of making Medicaid available to cover eligible offenders who are incarcerated and to help coordinate benefits coverage for offenders transitioning to civilian life. However, such agreement must take the form of a contract. The purpose of this CONTRACT is to implement those requirements and outline the division of responsibilities between FSSA and COUNTY to carry out the terms therein.

This CONTRACT covers two scenarios: 1) FSSA makes coverage available to eligible offenders for inpatient services and the county reimburses FSSA in the amount of the State share; and 2) the COUNTY assists offenders whose period of incarceration is ending to apply for Medicaid, including HIP 2.0.

The terms and conditions addressed in this CONTRACT are meant to be uniform and consistent among all counties that choose to participate in the health coverage opportunities afforded by this CONTRACT. COUNTY understands that it would be administratively cumbersome for FSSA to negotiate a different contract with each of the State's counties. As a result, COUNTY understands that this CONTRACT is a standard document that will not be negotiated or modified. Counties choosing to receive additional health coverage opportunities outlined in this CONTRACT must agree to the terms as they are set forth herein.

2. AUTHORITIES AND DEFINITIONS

The following authorities and definitions are hereby incorporated into this CONTRACT.

- A. 42 U.S.C. § 1396d(a)(29)(A) prohibits Medicaid payments for services provided to an inmate in a public institution. However, Medicaid funding is available for medical services provided by an enrolled Medicaid provider to an eligible inmate not in a prison setting who becomes an inpatient in a medical setting. See also 42 C.F.R. § 435.1009(a)(1).
- B. 42 C.F.R. § 435.1010 defines a "Public Institution" as "an institution that is the responsibility of a governmental unit or over which a governmental unit exercises administrative control."
- C. 42 C.F.R. 435.1009 provides that a public institution does not include the following: medical institution, intermediate care facility, a publicly operated community residence serving no more than 16 residents, or a child care institution.

- D. 42 C.F.R. 435.1010 defines "Medical Institution" as an institution that meets all of the following:
- is organized to provide medical care, including nursing and convalescent care;
 - has the necessary professional personnel equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
 - is authorized under State law to provide medical care; and
 - is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet the nursing care needs; and a physician's guidance on the professional aspects of operating the institution.
- E. IC 12-15-44.2 and IC 12-15-44.5 expanded Medicaid coverage to certain adult populations whose income is at or below 138% of the federal poverty level ("HIP 2.0"). *See also* 405 IAC 10. Such individuals, once determined eligible, cannot receive retroactive coverage. However, such individuals, if determined presumptively eligible, may receive immediate coverage for a specified period of time at a Medical Institution that is also qualified to provide such designations. *See* 405 IAC 10-4-11. Such individuals must subsequently submit an application in order to be enrolled in Medicaid, including HIP 2.0.
- F. IC 12-15-2-20 provides that an individual convicted of fraud under IC 35-43-5 or legend drug deception under IC 35-43-10 related to the application of or receipt of Medicaid is ineligible to receive Medicaid assistance for various periods of time depending on the number of repeat offenses. Medicaid coverage for such individuals is subject to the eligibility rules and restrictions as set forth in 42 CFR § 435 *et seq.*, IC 12-15-2, and IC 35-43-10.
- G. Effective July 1, 2015, HEA 1269 amended various provisions of the Indiana Code as follows:
- Defined an inmate as an individual "subject to lawful detention" by the COUNTY. IC 36-2-13-19(a)(1). The term "offender" as used in this CONTRACT shall refer to such individuals.
 - The COUNTY shall submit a Medicaid application on behalf of an offender whenever the offender incurs non-reimbursable medical expenses during an inpatient hospital visit, is unwilling to pay for the inmate's healthcare services, and is potentially eligible for Medicaid. *See* IC 36-2-13-19(a).
 - Beginning September 1, 2015, for offenders incarcerated for thirty (30) days or longer, the COUNTY shall assist the offender in applying for Medicaid or other benefits on the healthcare exchange within a sufficient amount of time before the offender is released from the COUNTY jail. The COUNTY shall act as the offender's Authorized Representative ("A/R") or health navigator for purposes of this section. *See* IC 11-12-5-9(c) and (d).
 - Beginning September 1, 2015, for offenders incarcerated for less than thirty (30) days, the COUNTY may assist the offender in applying for Medicaid and act as the offender's A/R so that the offender may be reviewed for eligibility for coverage on or before the offender's release. IC 11-12-5-9(b).
 - The FSSA shall recognize an entity contracted by the COUNTY to perform the Medicaid application function on behalf of the offender as the offender's A/R where applicable. IC 11-12-5-9(e).
 - Once FSSA determines an offender to be eligible for public assistance, the agency shall immediately suspend the person's Medicaid status until such time as the offender is released. *See* IC 11-12-5-9(e).

- COUNTY shall reimburse FSSA any administrative costs including the state share of costs incurred on behalf of the offender under the terms outlined in IC 36-2-13-19(c) and (e).

H. 7 C.F.R 273.1(b)(7) outlines the individuals ineligible for Supplemental Nutrition Assistance Program ("SNAP") benefits. Federal law prohibits SNAP benefits to anyone with a felony conviction.

4. CONSIDERATION

The consideration for this CONTRACT is the mutual assurances and covenants set forth herein. However, both FSSA and COUNTY will incur costs in order to implement the terms of this CONTRACT.

5. COSTS

The Parties understand that for eligible offenders, FSSA will pay the cost of the covered Medicaid inpatient services and shall seek reimbursement from the COUNTY in the amount of the State share as provided under this CONTRACT. FSSA shall not be responsible for covering Medicaid inpatient services provided to ineligible offenders or for those whose presumptive eligibility application and determination are not properly completed.

A. State share of Medicaid payments provided on behalf of offenders eligible for Medicaid

1. The cost of the Medicaid inpatient services provided to eligible offenders will be covered with Federal funding based on the Federal Medical Assistance Percentages ("FMAP") rate effective during the period in which the service is delivered and State funding, which is also referred to as the State match or SMAP.
2. FSSA agrees to provide the State match using funds from its appropriation for inpatient services provided to eligible offenders under this section. COUNTY agrees to reimburse FSSA in the amount of the State match.
3. The FSSA will provide COUNTY with expenditure reports, along with SMAP estimate, of the amount the COUNTY will reimburse FSSA, on or near the quarter end dates of the applicable year as follows during the term of this CONTRACT:
January 15
April 15
July 15
October 15
4. These reports will cover all expenditures FSSA incurred on behalf of the COUNTY for services rendered during the period of this CONTRACT.
5. On a quarterly basis, and within 15 days of the receipt of the expenditure report and invoice from the FSSA Office of Medicaid Policy and Planning, ("OMPP") the COUNTY shall submit payment to FSSA for the State match owed for services provided to the COUNTY on behalf of Medicaid recipients. The payment should be made payable to the State of Indiana and sent to the below address along with a copy of the invoice previously provided to the COUNTY.

FSSA Claim Repayment
P.O. Box 621007
Indianapolis, IN 46262-1007

Any payment received beyond the date specified in this section shall be subject to interest in accordance with IC 5-17-5.

6. FSSA will not contribute any funds to cover the SMAP amount if the COUNTY determines that the funding needed to provide the SMAP amount is unavailable. Should an evaluation of financial strength indicate an ongoing concern, designated liaisons should proactively work together for resolution. If a resolution cannot be reached in accordance with section VII prior to the depletion of the COUNTY funding, FSSA may take necessary steps to recoup funds owed and consider terminating this CONTRACT.
7. FSSA will identify any changes in the applicable federal medical assistance percentage (FMAP) in the state share estimate it provides to COUNTY under section IV.B.3.
8. FSSA will make eligibility determinations for the offenders based on the information submitted by the offender or the offender's A/R. As such, FSSA shall be primarily responsible for addressing overpayment determinations by the Federal government. COUNTY agrees to cooperate with FSSA in providing documentation to address an overpayment determination upon FSSA's request. Determination for financial liability will be made between parties as disallowances occur and payment made as necessary.
9. COUNTY will be responsible for any costs associated with any safety training required for FSSA staff who may visit a COUNTY facility to assist an offender as outlined in this CONTRACT.
10. COUNTY will be responsible for reimbursing FSSA for any costs associated with claims paid by FSSA for health care services subsequently deemed not covered by Medicaid.

B. Financial records and inspections

1. Both parties agree to maintain a proper accounting of expenditures under this CONTRACT including in their respective books, records, or documents.
2. Either party agrees to provide all audits, monitoring reports, documentation, and records related to the administration of funds under this CONTRACT upon request of the other.
3. COUNTY agrees to cooperate and provide all requested support to the OMPP in all audits conducted by an authorized state or federal entity, including but not limited to the Indiana State Board of Accounts and Health and Human Services Office of the Inspector General.

6. DUTIES OF THE PARTIES

The parties agree to the following responsibilities:

A. Duties regarding incarcerated offenders

1. COUNTY agrees to:

- i. Identify offenders potentially eligible for Indiana Health Coverage Programs such as Medicaid and HIP 2.0 and assist such individuals and inpatient facilities as applicable with completing the necessary applications for those benefits and for presumptive eligibility upon inpatient admission of an offender if needed. Pursuant to HEA 1269, SECTION 2, the COUNTY shall be the offender's A/R. COUNTY shall permit an offender to revoke this designation of authority. A party revoking an A/R must submit a written statement to DFR.

- ii. Submit an application for health coverage within sixty (60) days of an application for presumptive eligibility for any offender receiving presumptive eligibility health coverage.
- iii. Include all necessary/requested verifications and medical records required to establish eligibility for the assistance. FSSA will contact the A/R or the offender if additional documentation is required.
- iv. Transfer funds on a quarterly basis to FSSA to cover the Medicaid State match on all Medicaid expenditures paid for services provided to offenders.
- v. Provide program information on a quarterly basis to FSSA regarding the number of offenders having inpatient stays and other data upon request so that FSSA can monitor and evaluate this program.
- vi. Submit monthly reports to FSSA providing a list of all currently incarcerated offenders who are enrolled in the Medicaid program.
- vii. Notify DFR of the incarceration of any offender who is a Medicaid recipient, if known.
- viii. Notify DFR of the hospitalization of any offender who is enrolled in the Medicaid program. Such notice may be satisfied when completing the Presumptive Eligibility process.
- ix. Provide the required information on each inmate requiring hospitalization to complete the Presumptive Eligibility process upon admission to a medical institution.

2. FSSA agrees to:

- i. Provide all necessary assistance to COUNTY staff to convey information needed to carry out its responsibilities under this CONTRACT including training on how to complete all necessary forms for public assistance.
- ii. Process the offender's submitted application and all requested documentation. FSSA will mail the appropriate correspondence (i.e. Medicaid card, approval letter, request for additional information, or denial letter) to the appropriate addresses as provided on the application and to the appropriate A/R.
- iii. Provide quarterly reports to COUNTY including total Medicaid expenditures paid for offenders during the specific quarter and the State match owed on those expenditures based on the current FMAP percentage.
- iv. FSSA cannot make SNAP or TANF benefits available to offenders. As such, FSSA shall not process a SNAP or TANF application unless the individual is eligible for such benefits under State or Federal law.

B. Duties regarding offenders whose incarceration is ending

1. COUNTY agrees to:

- i. Within 45 days prior to an offender's release, discharge, or transfer from a Public Institution, COUNTY shall:
 - a. Submit an application for health coverage for any offenders considered by COUNTY to be potentially eligible for Medicaid or for HIP 2.0 coverage.

- b. For offenders who are Aged or Disabled, screen for other forms of public assistance and submit applications, including initiating an application to the Social Security Administration for offenders who are eligible to receive coverage as Aged or Disabled.
 - c. Notify FSSA of the offender's impending release date.
 - d. Notify FSSA of the date of revocation of COUNTY's A/R status for the offender.
- ii. In some circumstances, the offender may need to obtain Medicaid coverage via presumptive eligibility upon release or discharge. In such situations, an entity qualified to make such determinations may need information in the possession of COUNTY. When appropriate, COUNTY will provide the information necessary for the entity to make the presumptive eligibility determination on behalf of a released offender.
 - iii. Maintain the original application documentation in the offender's release portfolio and provide this information to the offender upon release. Instruct the offender to take this paperwork to the local DFR office at the time of the offender's scheduled appointment, if necessary. COUNTY will notify FSSA of any change in the offender's release date.
 - iv. If it becomes necessary for FSSA staff to travel to the COUNTY facility, provide appropriate safety and security training to FSSA staff who would need to be on-site assisting offenders with completing the application documentation.
 - v. Not to interfere with an offender applicant's right to file an appeal of an FSSA determination under this section. COUNTY may assist with any offender appeal to the extent legally required, or may file an appeal on behalf of the offender as an A/R.

2. FSSA agrees to:

- i. Where necessary, schedule a phone interview with the offender and/or A/R to receive information necessary to begin processing the offender's application for Medicaid benefits (for the aged and disabled categories) upon receipt of the notice under section V.B.1.i. of this CONTRACT. This phone interview may include both the potentially eligible offender and the appropriate COUNTY staff where authorized to participate.
- ii. Process applications within the federally required timeframes, provide notices to the applicant or the A/R, and provide "pending verification checklists" requesting missing information from the applicant or the A/R, as applicable, in a timely manner.
- iii. FSSA shall cease routine correspondence with COUNTY as the A/R after the date that COUNTY or the Offender revokes the A/R status by notifying DFR in accordance with the notice provided under V.B.1.i.c. of this CONTRACT.

7. TERM AND TERMINATION

This CONTRACT shall become effective on the date of the last signature and terminate five years from the effective date, unless earlier terminated pursuant to this section. Parties may renew this CONTRACT under the same terms and conditions, subject to the approval of the Director of the State Budget Agency. The term of the renewed CONTRACT may not be longer than five (5) years. Any renewal of this CONTRACT shall be made in writing.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of performance of this

CONTRACT, the CONTRACT shall be canceled. A determination by the Director of the State Budget Agency that funds are not available to support continuation of performance shall be final and conclusive.

Either party may terminate this CONTRACT as follows:

- A. The parties fail to resolve a dispute following the dispute resolution procedures in Section VII of this CONTRACT. This CONTRACT may be terminated in whole or in part under this subdivision immediately upon the service of written notice to the other party.
- B. Either party decides that termination is in the best interest of the terminating agency. A party terminating this CONTRACT under this subdivision must provide written notice to the other party 30 days in advance of terminating the CONTRACT.
- C. All written notices required under this section shall state the reasons for termination.

8. DISPUTE RESOLUTION

To ensure that problems and issues arising under this CONTRACT are resolved expeditiously, the COUNTY and FSSA Controllers are hereby designated as the primary liaison from each agency. If disputes cannot be resolved between the parties' liaisons, the dispute shall be referred to the Secretary of the FSSA and the COUNTY Commissioners. The decision reached by the Secretary and the COUNTY Commissioners shall be final. All parties agree to seek the most rapid resolution of all disputes.

9. MODIFICATION/AMENDMENTS

This CONTRACT may be modified or amended upon the initiative of any party. Such modifications must be made in writing and must be agreed to and be signed by authorized representatives of the agencies that are parties to this CONTRACT. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

To the extent that any change in law conflicts with this CONTRACT, such law nullifies this conflicting provision in this CONTRACT. However, the remaining provisions of this CONTRACT remain in full force and effect.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTING ACT (HIPAA)

The COUNTY agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification (HIPAA), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 (ARRA), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act (HITECH), Subtitle D, in all activities related to the CONTRACT, to maintain compliance during the term of the CONTRACT and after as may be required by federal law, to operate any systems used to fulfill the requirements of this CONTRACT in full compliance with HIPAA and to take no action which adversely affects the FSSA's HIPAA compliance.

11. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

- B. The County and its officials, employees, representatives and agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the County is not familiar with these ethical requirements, the County should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the County or its officials, employees, representatives or agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contract may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The County certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The County agrees that any payments currently due to the State of Indiana may be withheld from payments due to the County. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the County is current in its payments and has submitted proof of such payment to the State.
- D. The County warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the County agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the County's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the County, the County may request that it be allowed to continue, or receive work, without delay. The County must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The County warrants that the County and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

12. DEFAULT BY STATE

No claim of default by the State may be pursued unless and until the State has failed to make progress toward correction of the issue of default within 60 days after the provision of written notice of default by the County.

13. DRUG FREE WORKPLACE CERTIFICATION

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

In addition to the provisions of the above paragraph, if the total amount set forth in this CONTRACT is in excess of \$25,000.00, the COUNTY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the COUNTY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the COUNTY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the COUNTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

14. EMPLOYMENT ELIGIBILITY VERIFICATION

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

- A. The COUNTY 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 COUNTY is not required to participate should the E-Verify program cease to exist. Additionally, the COUNTY

is not required to participate if the COUNTY is self-employed and does not employ any employees.

- B. The COUNTY shall not knowingly employ or contract with an unauthorized alien. The COUNTY shall not retain an employee or contract with a person that the COUNTY subsequently learns is an unauthorized alien.
- C. The COUNTY shall require his/her/its subcontractors, who perform work under this CONTRACT, to certify to the COUNTY 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 COUNTY 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 COUNTY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

15. NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including 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 COUNTY 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"). COUNTY 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 COUNTY or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, COUNTY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. PENALTIES/INTEREST/ATTORNEY'S FEES

The Parties will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

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

17. NOTICE TO PARTIES

Both parties agree to designate one liaison for purposes of this CONTRACT. COUNTY may conduct routine correspondence with case workers in the local FSSA/DFR offices. Whenever any notice, statement, or other communication is required under this CONTRACT, it shall be in writing and shall be sent to the address specified herein or such other address as a party may in the future specify in writing to the others.

AGENCY CONTACTS

Agency Contact for Delaware County

Mr. John H. Brooke
Delaware County
112 East Gilbert St.
Muncie, IN 47305
(765) 741-1375

Agency Contact for FSSA

Paul Bowling, Chief Financial Officer
Family & social Services Administration
402 W. Washington St., Room W461
Indianapolis, Indiana 46204
(317) 233-4451

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly is the properly authorized representative of the County. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the County, 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 County 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

DELAWARE COUNTY
 County Commissioner

Indiana Family Social Services
 Administration, Office of Medicaid Policy and Planning

By: 
 Title: Commissioner

By:
 Title:

Date: 8-6-2018

Date:

Electronically Approved by: Department of Administration By: (for) Lesley A. Crane, Commissioner Refer to Electronic Approval History found after the final page of the Executed Contract for details.	
Electronically Approved by: State Budget Agency By: (for) Jason D. Dudich, Director Refer to Electronic Approval History found after the final page of the Executed Contract for details.	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Curtis T. Hill, Jr., Attorney General Refer to Electronic Approval History found after the final page of the Executed Contract for details.

APPROVAL OF MINUTES

MOTION: Commissioner Riggan made a motion to approve Commissioner minutes for July 16, 2018 and Special Commissioner minutes July 20, 2018.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

**CONTRACTS OR AGREEMENTS FOR APPROVAL
 BID OPENING**

BRIDGE #268 – REHABILITATION

Mr. John Brooke, County Attorney, opened four bids. The below information was provided to all bidders.

MOTION: Commissioner Henry made a motion to take bids under advisement.

SECOND: Commissioner Riggan

Commissioners meeting August 6, 2018

YEAS: Commissioner Riggin, Commissioner Henry, President King

NOTICE TO BIDDERS

Notice is hereby given that Delaware County, by and through its Board of County Commissioners, will receive sealed bids for the construction of:

**Rehabilitation of Bridge No. 268,
23rd St. over Buck Creek
Center Township
Delaware County, Indiana**

Sealed proposals will be received at the Auditor's Office, 100 W. Main Street, Room 103, Muncie, IN 47305, until 12:00 p.m. on Friday, August 3, 2018. Bids received after the 12:00 p.m. deadline will not be considered but will be returned to the bidder unopened. All proposals will then be publicly opened and read aloud at the County Commissioner's Meeting at 9:00 a.m. on August 6, 2018. Only proposals from those CONTRACTORS who are registered on the Indiana Department of Transportation's current listing of Prequalified Contractors for item D(A) "Highway or Railroad Bridge over Water" will be considered. Any bids submitted by CONTRACTORS not approved for this item on the list will be returned to the bidder unopened.

The work to be performed and the proposals to be submitted shall include a bid for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the contracts to be made, shall be furnished and performed in accordance with requirements from the drawings and specifications included in these documents. Plans, Specifications and bidding documents may be obtained from Eastern Engineering per the options and prices listed on the Orders page. These sets may include full-size drawings. All payments and costs of Contract Documents are non-refundable. Plans and specifications may be acquired at the following website or by contacting Eastern Engineering directly on or after July 9, 2018:

<http://distribution.easternengineering.com>
or

Eastern Engineering
9901 Allisonville Road
Fishers, IN 46038
Phone 317-598-0661
Fax 317-598-0630

Each proposal must be enclosed in a sealed envelope with the supplied sealed bid notice, bearing the title of the project, bid opening date and the name and address of the bidder firmly attached. The proposal shall be accompanied by a certified check or acceptable *Bidder's Bond*, made payable to Delaware County, in a sum of not less than *ten percent* of the total amount of the proposal, which check or bond will be held by the said Delaware County as evidence that the bidder will, if awarded a contract, enter into the same with the *OWNER* upon notification from him to do so within ten days of said notification. Failure to execute the contract and to furnish performance bond to Delaware County, will be cause for forfeiture of the amount of money represented by the certified check, or bidder's bond, as and for liquidated damages. Form 96, as prescribed by the Indiana State Board of Accounts, shall be properly completed, and submitted with bid proposals.

Proposals may be held by the Board of Commissioners for a period not to exceed sixty (60) days from the opening date.

The successful Contractor will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract price within ten (10) days after award of contract and a two (2) year Maintenance Bond in the amount of twenty percent (20%) of the contract price prior to completion and final payment of the contract.

No Contractor may withdraw his proposal within sixty (60) days after the opening date.

The Board of Commissioners reserves the right to reject any or all proposals, to waive technicalities or irregularities therein, to delete any item or items and to award a contract on the proposal that in their judgment is the most advantageous to Delaware County.

BOARD OF COMMISSIONERS
DELAWARE COUNTY, INDIANA

COUNTY UTILITY REIMBURSEMENT AGREEMENT
BRIDGE #268 – INDIANA AMERICAN WATER

Ms. Angie Moyer, Project Manager, presented the county utility reimbursement agreement. The agreement is in relation to Bridge #268. Delaware County will be reimbursed 100%, within 30 days of awarding the bid. Estimate of \$67,000.

MOTION: Commissioner Henry made a motion to approve the county utility reimbursement agreement for Bridge #268.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

Full agreement available in the Auditor's office

ORIGINAL

Version 10/1/14

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount \$67,625.00 Des No. N/A

Agreement Type Utility Work in Contract Project No. Delaware #268

Work Description Water Relocation for Bridge Road 23rd Street

Superstructure Replacement County Delaware

THIS AGREEMENT, made and entered into this 17 day of July

20 18, by and between Indiana-American Water Company, Inc.

(hereinafter referred to as the "Utility"), and Delaware County

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency" or "LPA").

WITNESSETH:

WHEREAS, the LPA desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana; through the Indiana Department of Transportation, (hereinafter referred to as "INDOT") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, INDOT will advertise for bids for construction of the project, award the contract, and act as liaison agent for the LPA with the Federal Highway Administration. The LPA will supervise the construction of the project.

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

LPA – CONSULTING CONTRACT FOR COUNTY BRIDGE INSPECTIONS

MOTION: Commissioner Henry made a motion to approve LPA Consulting contract for Delaware County Bridge Inspections.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

Full agreement available in the Auditor's office

ORIGINAL

Version 4-4-17

LPA - CONSULTING CONTRACT FOR COUNTY BRIDGE INSPECTIONS

This Contract ("this Contract") is made and entered into effective as of 3/6, 2018 ("Effective Date") by and between *Board of Commissioners, Delaware County Indiana*, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and United Consulting ("the CONSULTANT"),

Des. No.: 1500279

Project Description: *Delaware Countywide Bridge Inspection and Inventory Program in accordance with National Bridge Inspection Standards for Cycle Years 2018 through 2021, Phase I (2018), Phase IA (2019), Phase II (2020), Phase IIA (2021).*

RECITALS

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix A attached hereto (the "Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix A which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix B which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from October 1, 2018 to September 30, 2022.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix D which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed Five Hundred Forty One Thousand One Hundred Fourteen Dollars and Twenty Nine Cents (\$ 541,114.29).

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix C which is herein attached to and made an integral part of this Contract.

BRIDGE #701 REHAB – AGREEMENT BETWEEN OWNER AND CONTRACTOR

MOTION: Commissioner Riggan made a motion to approve Bridge #701 inspections between the owner (Delaware County) and contractor (Schutt-Lookabill).

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

Full agreement available in the Auditor's office

ORIGINAL

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 6th day of August, 2018, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Schutt-Lookabill Co., Inc. ("Contractor"), for the project known as Bridge #701 (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;

BRIDGE #127 – DES #1700681 – LPA CONSULTING CONTRACT

MOTION: Commissioner Riggan made a motion to approve LPA Consulting contract for Bridge #127.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

Full agreement available in the Auditor's office

LPA - CONSULTING CONTRACT

ORIGINAL

This Contract ("this Contract") is made and entered into effective as of 8/6, 2018 ("Effective Date") by and between Delaware County, Indiana acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and GAI Consultants, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the Commonwealth of Pennsylvania.

Des. No.: 1700681

Project Description: Delaware County Bridge #127 Replacement; CR 600 W over York Prairie Creek

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be \$700,000. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$220,320.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

DD DANNAR LOAN PAYOFF AGREEMENT

Mr. Brooke, presented the Economic Development agreement between Delaware County and DD Dannar LLC regarding payoff of the loan. This will relinquish any/all claims of the Economic Redevelopment agreement.

MOTION: Commissioner Henry made a motion to approve Economic Development repayment agreement of \$150,000 with DD Dannar.

SECOND: Commissioner Riggins

YEAS: Commissioner Riggins, Commissioner Henry, President King

Full agreement available in the Auditor's office

ORIGINAL**REPAYMENT AGREEMENT**

This Repayment Agreement (the "Agreement") is made and entered into this 6 day of August, 2018 (the "Effective Date"), by and between DD Dannar, LLC, a South Carolina limited liability company duly registered and qualified to conduct business in Indiana ("DD Dannar"), Gary Dannar ("Dannar"), Delaware County, Indiana ("County"), and the Delaware County Redevelopment Commission ("Commission").

RECITALS

WHEREAS, DD Dannar, Dannar, County, and Commission are parties to that certain Redevelopment Agreement, last signed July 23, 2013 (the "Redevelopment Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Redevelopment Agreement, the County loaned DD Dannar the sum of \$150,000 (the "Loan"), and the Commission expended up to \$500,000 (the "Building Investment") for the improvement of the former Twoson building located at 4620 W. Bethel Avenue (the "Building"); and

WHEREAS, the Company entered into a lease for the Building dated July 23, 2013 (the "Lease"), which Lease contained an option in favor of DD Dannar to purchase the Building; and

WHEREAS, at the request of the County and the Commission, DD Dannar waived its option to purchase the Building to permit Delaware Glass to purchase the Building; thereby facilitating economic development and allowing the County and the Commission to recoup the Building Investment; and

WHEREAS, in recognition that DD Dannar, (a) is current on all payments due on the Loan, (b) is willing to pay off the Loan balance early, (c) helped facilitate the recoupment of the Building Investment, and (d) is expanding employment and economic activity in the county, the

ASHTON LAND SURVEYOR

Ms. Kathy Vannice, Ashton Land Surveyors, presented a plat of 25 feet of Burkholder addition that would be donated to Delaware County. This is dividing two lots.

MOTION: Commissioner Henry made a motion to approve Ashton Land Surveyors,

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

ORIGINAL

A Plat of
Burkholder Addition
Being a part of
The Northwest Quarter of Section 15, Township 22, North, Range 10 East
in Union Township Delaware County, Indiana

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-two (22) North, Range Ten (10) East, more particularly described as follows, to-wit: Beginning at the Northwest corner of the South half (S1/2) of the South half (S1/2) of the Northwest Quarter (NW1/4) of said Northwest Quarter (NW1/4), and running thence East along the North line of said South half (S1/2) of the South half (S1/2) of the Northwest Quarter (NW1/4) a distance of Four hundred sixty-six and sixty-nine hundredths (466.69) feet; thence South parallel with the West line of said Northwest Quarter (NW1/4), a distance of Four hundred sixty-six and sixty-nine hundredths (466.69) feet; thence East parallel with the North line of said South half (S1/2) of the South half (S1/2) of the Northwest Quarter (NW1/4) a distance of Four hundred sixty-six and sixty-nine hundredths (466.69) feet to the West line of said Northwest Quarter (NW1/4); thence running North on the said West line a distance of Four hundred sixty-six and sixty-nine hundredths (466.69) feet to the place of beginning, containing Five (5.000) acres, more or less.

Held on L. Ashlin 1520010119
CONGRESS CERTIFICATE

The undersigned owner, Eric & Mary Burkholder, of the real estate shown and reserved herein, do hereby certify that they by and with the consent of the Board of Commissioners of Delaware County, Indiana, in accordance with the Act of the General Assembly of the State of Indiana, known as Burkholder, a Subdivision in the City of Muncie, Delaware County, Indiana, it shall consist of 2 lots.

The subjects of the structures on Lots 1 and 2 are for farming, zoned: 25 feet front, 25 feet side and 50 feet rear. The setbacks are: 25 feet side setback lines, and 30 feet rear setback line.

Witness our Hands this _____ day of _____, 2018.

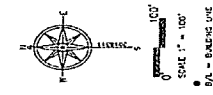
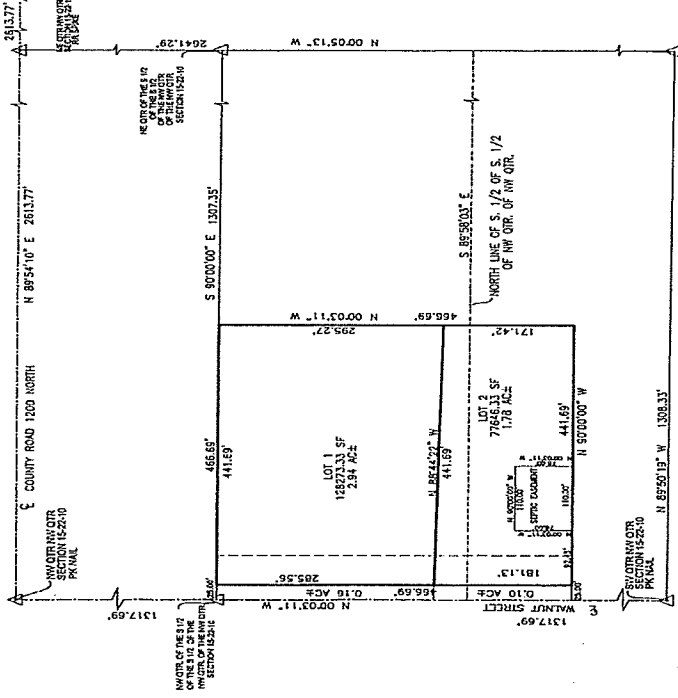
Eric D. Burkholder _____ Mary J. Burkholder _____
State of Indiana) _____
County of Delaware) JSS
Before me, a Notary Public in and for said County and State, personally appeared Eric & Mary Burkholder, being the owners of the above described premises, in Delaware County, Indiana, who acknowledged the execution of the foregoing plat to be voluntary and true and correct on this _____ day of _____, 2018.

Notary Public _____ My Commission expires: _____ President of _____ County, Indiana. _____

PLAT COMMISSIONERS: Under authority of the Act of 1947 enacted by the General Assembly of the State of Indiana, the Board of Commissioners of Delaware County, Indiana, hereby approves and accepts the dedication of public lands and public improvements within the foregoing plat of Burkholder Addition.

DATED this _____ day of _____, 2018.
Secretary _____ President _____
By _____ Notary Public _____ Member _____

Accepted for record and recorded this _____ day of _____, 2018.
Filed Book _____ page _____
Recorder of Delaware County _____



I certify under the penalty for perjury that I have taken reasonable care to read and certify that the foregoing plat is a true and correct copy of the original as shown to me by the said Eric D. Burkholder.



UNION CONTRACT / EMS

Mr. Brooke said the EMS union agreement with EMS employees is now approved and ratified by the membership, subject to approval of the Commissioners.

Mr. Brooke thanked Mr. Jason Rogers, EMA/EMS Director, Mr. Mike Ashley, Paramedic and Mr. Rick Spangler, Human Resource Director, for their assistance in putting the contract together.

Mr. Brooke and/or Mr. Rogers will provide the full agreement once all signatures are provided.

MOTION: Commissioner Henry made a motion to approve EMS union contract.

SECOND: Commissioner Riggin

YEAS: Commissioner Riggin, Commissioner Henry, President King

Full agreement available in the Auditor's office

ORIGINAL

AGREEMENT

THIS AGREEMENT is by and between Delaware County, Indiana with its principle office located at 100 West Main Street, Muncie, Indiana, 47305 (hereinafter referred to as "COUNTY"), and Local 1348, International Association of Fire Fighters AFL-CIO, with its principal office located 418 East Main Street, Muncie, Indiana, (hereinafter referred to as "UNION").

WITNESSETH

WHEREAS, the members of the Delaware County Emergency Medical Service and Delaware County, Indiana, located at 401 East Jackson Street, Muncie, Indiana (hereinafter referred to as "DEPARTMENT" are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well-being of the citizens of said County; and

WHEREAS, a majority of the members of said Delaware County Emergency Medical Service belong to and actively support said UNION and its policies.

NOW, THEREFORE, the parties hereto expressly agree to be bound the terms of this agreement in consideration of the premises and mutual covenants therein set forth and in further consideration of the high and proper purposes, aims and intentions and the parties hereto and in order to achieve such purposes, agree as follows, to-wit.

ARTICLE 1 – UNION AND COUNTY RELATIONSHIP

UNION and COUNTY agree to cooperate fully for harmonious relations, good working conditions, fair and impartial discipline and efficient emergency medical service for the citizens of the Delaware County, Indiana.

ARTICLE 2 – UNION RECONGNITION

COUNTY hereby recognizes that UNION represents a majority of the Emergency Medical Service of Delaware County, Indiana. COUNTY, therefore recognizes UNION as the sole and exclusive bargaining agent for all members of the DEPARTMENT (as defined in Article 3 hereof) of Delaware County, Indiana in all matters pertaining to rate of pay, wages, hours of employment, working conditions, work rules, and further agrees to bargain with no other such agents for said Emergency Medical Employees during the life of this agreement.

After an Agreement has been reached between UNION and COUNTY'S Negotiations Committee pertaining to wages, working conditions and fringe benefits, the COUNTY Negotiations Committee will not thereafter alter or change such agreement in presenting it to COUNTY. UNION'S Negations Committee shall not thereafter alter or change such agreement when submitting it to the membership for ratification.

ARTICLE 3 – DEFINITIONS

DEPARTMENT HEADS AND ELECTED OFFICIALS

GOVDEALS / JASON ROGERS

Mr. Rogers thanked Mr. Brooke for his help with the union contract.

Mr. Jim Flook, IT Director, went through the surplus of computers. Five old printers and pallets of supplies will go to auction.

Mr. Rogers said the bid that was placed on the ambulance did not pay for the ambulance. The process is that the bidder is now deleted and cannot bid on anything with Delaware County. The ambulance will go back on auction.

MOTION: Commissioner Henry made a motion to approve the pallet, listed below.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

GovDeals Items

ORIGINAL

Computers:

DELL 755 Computers

Lot of 80 DELL 755 OptiPlex SFF Computers, working condition of each computer unknown. No power cords come with units. Hard Drive have been removed. 4GB RAM. Units are on a pallet and shrink wrapped.

Printers:

Lot of 5 printers Genicom Matrix and NCR line printers. They was working when shutoff and moved to storage. Power cables are provided.

Genicom Printers

4410XT matrix - 1 unit

4440XT matrix - 1 unit

4810e matrix – 1 unit

NCR Line printers

NCR 6420 line printer – 1 unit

NCR 6470 Line printer – 1 unit

President King said the Justice Center closed early on July 27th, 2018 at 12:00 p.m. due to water issues.

MONTHLY/WEEKLY REPORTS
WEIGHTS & MEASURES JUNE 16, 2018 – JULY 15, 2018

CLAIMS

MOTION: Commissioner Riggan made a motion to approve claims in the amount of \$2,935,353.65.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry, President King

QUESTIONS, PUBLIC COMMENTS (ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES), ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Nate Jones, Veterans office, said they are partnering with Ms. Penny Leach, Muncie Homeowner and Revitalization, to provided properties to veterans.

Mr. Brooke said the Commissioners can only deed properties to non-profit without offering it to the public. The two lots are already combined.

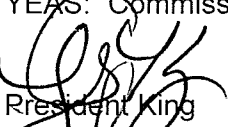
Mr. Jason Donati announced Mississinewa River clean-up on August 18, 2018.

RECESS

MOTION: Commissioner Riggan made a motion to recess until August 20, 2018.

SECOND:

YEAS: Commissioner Riggan, Commissioner Henry, President King


President King
Vice-President Riggan
Member, Shannon Henry
Auditor, Steven G Craycraft