

**DELAWARE COUNTY COMMISSIONER'S MEETING  
MONDAY, AUGUST 21, 2017 @ 9:00 A.M.  
ROOM 309 A, 100 WEST MAIN STREET**

**MUNCIE, IN 47305  
CALL TO ORDER  
PLEDGE TO FLAG  
ROLL CALL**

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

**TABLED BUSINESS  
AGREEMENT FOR COLLECTION OF PERSONAL PROPERTY TAXES**

Remained on table.

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DELAWARE, INDIANA, MAKING A FINAL  
DETERMINATION OF THE TAX SALE CERTIFICATE TO BE ASSIGNED  
TO A NONPROFIT CORPORATION #7  
RESOLUTION NO. 2017-034**

MOTION: Commissioner Riggin made a motion to remove from the table, Resolution 2017-034, Making a Final Determination of the Tax Sale Certificate to be Assigned to a Nonprofit #7.

SECOND: Commissioner Henry

No roll call

Mr. John Brooke, County Attorney, recommended keeping Resolution 2017-034, Making a Final Determination of the Tax Sale Certificate to be Assigned to a Nonprofit #7 on the table. Mr. Brooke is still investigating the resolution.

MOTION: Commissioner Henry made a motion to place back on the table, Resolution 2017-034, Making a Final Determination of the Tax Sale Certificate to be Assigned to a Nonprofit #7.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**ORIGINAL**

*Table*

RESOLUTION 2017-034

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA, MAKING A FINAL DETERMINATION OF THE TAX SALE CERTIFICATE TO BE ASSIGNED TO A NONPROFIT CORPORATION #7**

WHEREAS, Indiana Code 6-1.1-24-17 sets out the procedures for assigning tax sale certificates to a nonprofit corporation.

WHEREAS, a public hearing was held before the Commissioners pursuant to proper notice published by the Auditor; and

WHEREAS, there is one parcel in Delaware County that have been in one or more tax sales and have taxes that are severely delinquent. This parcel was offered to a nonprofit corporation that filed an application requesting same. The parcel is identified as:

18-11-13-201-009-000-003      4221 E Jackson      PT NE QTR S13 T20 R10 0.960 AC      Certificate #181600441

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Indiana that:

Section One. The Delaware County Board of Commissioners is hereby making a final determination of the tax sale certificate that the Board desires to assign to a nonprofit entity. Said tax sale certificate is described above.

Section Two. The Delaware County Board of Commissioners hereby assigns the tax sale certificate described above to **ASHBERRY FARMS INC.**

Passed and adopted by the Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
James King, President

\_\_\_\_\_  
Shannon Henry

\_\_\_\_\_  
Sherry Riggin

ATTEST  
\_\_\_\_\_  
Steve Craycraft, Auditor

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
COUNTY OF DELAWARE, INDIANA,  
~~TRANSFERRING PROPERTY DEEDED IN THE BOARD OF COMMISSIONERS NAME~~  
TO THE CITY OF MUNCIE REDEVELOPMENT COMMISSION  
RESOLUTION NO. 2017-035

MOTION: Commissioner Henry made a motion to remove from the table, Resolution 2017-035, Transfer Property Deeded in the Board of Commissioners Name to City of Muncie Redevelopment Commission.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

MOTION: Commissioner Henry made a motion to approve, Resolution 2017-035, Transfer Property Deeded in the Board of Commissioners Name to City of Muncie Redevelopment Commission.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

RESOLUTION NO. 2017-035

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA,  
TRANSFERRING PROPERTY DEEDED IN THE BOARD OF COMMISSIONERS' NAME TO THE  
CITY OF MUNCIE REDEVELOPMENT COMMISSION

**ORIGINAL**

WHEREAS, the Board of Commissioners of Delaware County own a certain piece of property located in the City of Muncie, Indiana pursuant to a Deed which was recorded on June 13, 2002, book 2002, page 4379.

WHEREAS, the Delaware County Board of Commissioners now desire to transfer said property to the City of Muncie Redevelopment Commission, subject to its acceptance of said property;

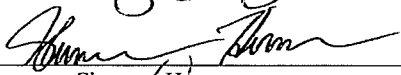
WHEREAS, said property is listed as follows:

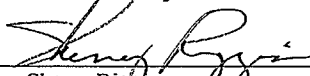
Address: 609 S Brady  
Parcel No: 18-11-15-277-006-000-003  
Legal: M R R ADD LOT 13 (VACANT LOT)

NOW, THEREFORE, BE RESOLVED, by the Commissioners of Delaware County that the Commissioners shall transfer such property to the City of Muncie Redevelopment Commission subject to the acceptance by the City of Muncie Redevelopment Commission of such property

Passed and Adopted by the Commissioners on the 21 day of August, 2017.

  
James King, President

  
Shannon Henry

  
Sherry Riggin

ATTEST:   
Steven Craycraft, Auditor

ORDINANCE AMENDING SECTION 1-8-1 OF THE DELAWARE COUNTY CODE OF  
ORDINANCES REGARDING COPY FEES  
ORDINANCE NO. 2017-017A

Mr. Brooke said Ms. Melanie Marshall, Recorder reviewed Ordinance Amending Section 1-8-1 of the Delaware County Code of Ordinances Regarding Copy Fee.  
MOTION: Commissioner Riggin made a motion to approve Ordinance Amending Section 1-8-1 of the Delaware County Code of Ordinances Regarding Copy Fee.  
SECOND: Commissioner Henry  
YEAS: Commissioner Henry, Commissioner Riggin, President King

**ORIGINAL**

ORDINANCE 2017-017A

ORDINANCE AMENDING SECTION 1-8-1 OF THE DELAWARE  
COUNTY CODE OF ORDINANCES REGARDING BULK FORM COPIES

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the "Commissioners") has adopted a policy for imposing fees for copies made and provided to users and customers of various County offices; and

WHEREAS, this policy is currently described in Section 1-8-1 of the County's Code of Ordinances and specifies the applicable copy fees for particular County services, offices, and departments; and

WHEREAS, the Commissioners have determined a need to amend the County's existing Code of Ordinances in order to expand the County's existing policy regarding bulk form copies provided by the Delaware County Recorder for the sale of documents in bulk form to bulk users pursuant to I.C. 36-2-7-10.1;

IT IS THEREFORE ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA that:

1. The following shall be added to Section 1-8-1 of the Delaware County Code of Ordinances:

"1-8-1-L. Recorder's Fees for the Sale of Documents in Bulk Form to Bulk Users.

- A. 'Bulk User' and 'Bulk Form Copies' shall have the same meaning as set forth in I.C. 36-2-7-10.1(a).
- B. The Delaware County Recorder may provide Bulk Form Copies to a Bulk User:
  - 1. On a disk, tape, drum, or any other medium of electronic data storage or microfilm;
  - 2. By electronically transmitting the copies using an electronic transfer process; or
  - 3. Under both subdivisions (1) and (2).
- C. The Delaware County Recorder shall require a Bulk User to comply with all other provisions of I.C. 36-2-7-10.1 in order to receive Bulk Form Copies."

2. Any and all existing ordinances, orders, and/or resolutions, or any parts thereof, which may be in conflict with this Ordinance, are hereby superseded.

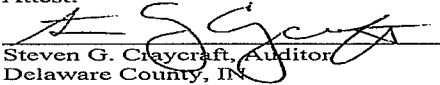
3. This Ordinance shall take effect upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

  
James King, President  
Board of Commissioners

  
Sherry Riggan, Vice President  
Board of Commissioners

  
Shannon Henry, Member  
Board of Commissioners

Attest:  
  
Steven G. Claycraft, Auditor  
Delaware County, IN

**APPROVAL OF MINUTES**

MOTION: Commissioner Henry made a motion to approve August 7, 2017 minutes

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

**PRESENTATIONS TO COMMISSIONERS**

~~GOVDEALS – ANDREW JOOSTEN~~

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**ONLINE AUCTION MEMO OF UNDERSTANDING**

Mr. Andrew Joosten, Representative for GovDeals.com, presented details regarding online auction. GovDeals provides a means for clients to post assets for sale and for potential buyers to bid on items through the online auction system.

**HARDEST HIT FUND – ZANE BISHOP/MUNCIE REDEVELOPMENT**

Mr. Zane Bishop, Muncie Redevelopment Commission, provided an update on Hardest Hit Program. Eighty-seven of the 209 properties have been demolished. Half of the lots will be transferred for new construction, while the other half will be transferred to adjacent property owners. Demolishing the Hardest Hit properties will result in increased tax revenue.

**CONTRACTS OR AGREEMENTS FOR APPROVAL  
AGREEMENT FOR PRELIMINARY ENGINEERING REPORT  
PREPARATION SERVICES – VS ENGINEERING**

Mr. Brad Bookout, Economic Development, presented a preliminary proposal with VS Engineering. Services will look at waste/drinking water, sewer and water service in the area of 69 & 28. Tax Increment Financing (TIF) has been established, however at this time no funding is available.

Mr. Kenny Birk, VS Engineering, said the report would take approximately 200 days, after the contract is signed.

MOTION: Commissioner Henry made a motion to approve VS Engineering.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**ORIGINAL****AGREEMENT FOR PRELIMINARY ENGINEERING REPORT PREPARATION SERVICES**

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called "ENGINEER", located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and Delaware County Commissioners, Indiana hereinafter called "OWNER", located at 100 West Main Street, Muncie, Indiana 47305.

WHEREAS, OWNER is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, OWNER has determined that it desires to hire ENGINEER to prepare Preliminary Engineering Reports (PERs) for the Wastewater and Drinking Water Facilities to serve the area near Interstate 69 (I-69) and State Road 28 (SR 28) Interchange in Delaware County, Indiana set forth herein (the "Project"); and

WHEREAS, ENGINEER desires to assist OWNER as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, OWNER and ENGINEER, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. **SCOPE OF SERVICES**

- a. ENGINEER shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement. Upon execution of this Agreement, ENGINEER grants to OWNER a nonexclusive license to use ENGINEER's instruments of service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including payment of all sums properly due, under this Agreement. ENGINEER shall obtain similar nonexclusive licenses from ENGINEER's consultants consistent with this Agreement. The license granted under this section permits OWNER to authorize the material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the instruments of service solely and exclusively for use in performing services or construction for the Project and subsequent, renovation and remodeling of Project. OWNER shall continue to have the license granted under this Agreement provided OWNER makes payments due under this Agreement to ENGINEER. The license granted to OWNER shall survive the termination provisions set forth herein.
- b. ENGINEER shall (i) pay all royalties and license fees related to and (ii) indemnify, defend, and hold harmless OWNER, its employees, agents and consultants against, suits or claims for infringement of copyrights and patent rights and any and all losses, damages, and costs on account thereof, including reasonable attorney's fees. If ENGINEER has reason to believe that a design, process or product required in OWNER's criteria is an infringement of a copyright or a patent, ENGINEER shall be responsible for such loss unless such information is promptly furnished to OWNER. If OWNER receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, OWNER shall give prompt written notice to ENGINEER.

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**II. COMPENSATION**

- a. ENGINEER shall be compensated as set forth in Exhibit B for services rendered under this Agreement.
- b. ENGINEER shall promptly bill OWNER for all professional fees and expenses incurred on a monthly basis, and provided ENGINEER is not in default and OWNER does not dispute the invoice, OWNER shall make payment in full to ENGINEER within 30 days of the date of each invoice.
- c. If OWNER does not make payment of any undisputed invoice to ENGINEER within 90 days of the date of an invoice, ENGINEER may suspend services upon 7 days written notice on the basis of non-performance on the part of OWNER. When all undisputed payments due have been made, ENGINEER will continue its services.
- d. OWNER will not be obligated to make any payment to ENGINEER if and as long as any one or more of the following conditions exist:
  - i. ENGINEER has failed to perform any of its obligations hereunder or otherwise is in default under this Agreement;
  - ii. Any part of a payment requested is not performed in accordance to this Agreement; or
  - iii. ENGINEER has failed to make payment promptly to any claimants.

**III. PERIOD OF PERFORMANCE**

- a. ENGINEER agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." OWNER recognizes that ENGINEER's work and the completion thereof may be conditioned upon OWNER's review of ENGINEER's work and/or the timely performance and completion of certain activities by OWNER. ENGINEER shall not be held liable for delays in performance of services hereunder that arise from causes beyond ENGINEER's reasonable control and without its fault or negligence.

**IV. OWNER RESPONSIBILITY**

- a. OWNER shall identify and coordinate all services to be performed hereunder.
- b. OWNER will verify that ENGINEER has a complete understanding of the scope of services to be performed hereunder. OWNER shall provide ENGINEER, in a timely fashion, all information reasonably required for the performance of the services by ENGINEER to be performed hereunder.
- c. OWNER shall upon execution of the Agreement, designate a coordinator of the project described herein and of the professional services to be performed under this Agreement.
- d. OWNER shall provide ENGINEER with reasonable access to the premises necessary for the performance of the services required under this Agreement.

**V. INDEPENDENT CONTRACTOR**

- a. It is understood and agreed that ENGINEER shall provide services under this Agreement as an independent contractor and that, during the performance of services under this Agreement, ENGINEER's employees shall not be considered employees of OWNER.



## VI. TERMINATION

- a. It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. ENGINEER shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. OWNER shall pay ENGINEER all undisputed fees and expenses accrued for services rendered up to the effective date of any termination.
- b. ENGINEER and OWNER agree that any controversy, claim, counterclaim, or other dispute arising out of or relating to this Agreement, or any alleged breach thereof, shall first be submitted by the parties to mediation, under the Indiana Rules for Alternative Dispute Resolution and with a mediator agreed to by the parties, prior to and as a condition precedent to litigation or any other binding action or recourse under law. Submission of a dispute under this Agreement to mediation will be a condition precedent to filing litigation regarding any dispute arising out of or related to this Agreement. If the mediation does not result in settlement of the dispute or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Agreement or breach thereof shall be determined by a court either in the Circuit or Superior Courts of Cass County, Indiana, and such court shall have the sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by OWNER. The parties expressly waive the right to a trial by a jury in the action or the proceeding.

## VII. INSURANCE

- a. ENGINEER shall maintain at ENGINEER's own expense (1) Comprehensive General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00; (2) Professional Liability Insurance for negligent acts, errors and omissions and with a per occurrence limit of not less than \$1,000,000.00; (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by ENGINEER hereunder. Certificates of Insurance shall be furnished to OWNER upon request of OWNER. Additionally, ENGINEER shall require its consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage in similar amounts as set forth in this Agreement. ENGINEER shall cause OWNER to be listed as additional insured on any general liability or property insurance policies carried by ENGINEER which are applicable to the Project.

## VIII. CHANGES

- a. Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by OWNER and changing conditions of law or schedule delays or other events beyond

ENGINEER's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

- IX. **ASSIGNMENT AND DELEGATION**
- a. Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.
- X. **TRADEMARK AND TRADE NAME**
- a. Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.
- XI. **NOTICES**
- a. All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:
    - i. Notices to ENGINEER shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
    - ii. Notices to OWNER shall be addressed to: Mr. James King, President, Delaware County Commissioners, 100 West Main Street, Muncie, Indiana 47305, or such other person as OWNER shall designate in writing.
- XII. **GENERAL PROVISIONS**
- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
  - b. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
  - c. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
  - d. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
  - e. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

- f. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- g. **Authority:** Each of the undersigned represents that he/she has the authority to execute this Agreement on behalf of the party for whom he/she has executed.
- h. **Counterparts:** This Agreement may be executed in any number of counterparts, by facsimile, electronically or otherwise, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

XIII. **ENGAGING IN ACTIVITIES WITH IRAN**

- a. By signing this Agreement, ENGINEER certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. **NON-DISCRIMINATION**

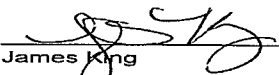
- a. ENGINEER agrees that in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- c. That OWNER may deduct from the amount payable to ENGINEER a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by OWNER and all money due or to become due hereunder will be forfeited.

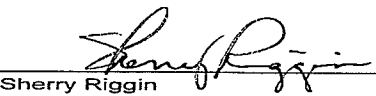
XV. **EMPLOYMENT ELIGIBILITY VERIFICATION**

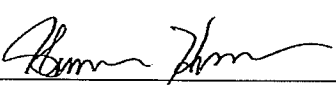
- a. ENGINEER affirms it does not knowingly employ unauthorized aliens. ENGINEER shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. ENGINEER is not required to participate should the EVerify program cease to exist. ENGINEER shall not knowingly employ or contract with any unauthorized alien. ENGINEER shall not retain an employee or contract with a person whom ENGINEER learns is an unauthorized alien. ENGINEER shall require all of its subconsultants, who perform work under this Agreement to certify to ENGINEER that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. ENGINEER agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.


**OWNER:**  
**DELAWARE COUNTY COMMISSIONERS**


By:   
James King  
Date: 8-21-17


By:   
Sherry Riggan  
Date: 8.21.17

By:   
Shannon Henry  
Date: 08/21/17

**ENGINEER:**  
**VS ENGINEERING, INC.**

By:   
Sanjay B. Patel, P.E., President  
Date: August 10, 2017

**ATTEST:**  
By:   
Richard Pierce, Controller  
Date: August 10, 2017

**ATTEST:**  
By:  Auditor  
~~Gate Bicknell, Recording Secretary~~  
Date: 8-21-2017

PROPOSAL FOR INFORMATION TECHNOLOGY  
ASSESSMENT SERVICES  
AMERICAN STRUCTUREPOINT

Mr. Brooke said he had reviewed the proposal.

MOTION: Commissioner Henry made a motion to approve American Structurepoint for IT Services (see below).

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King



AMERICAN  
**STRUCTUREPOINT**  
INC.

**ORIGINAL**

April 28, 2017

Commissioner James King  
Delaware County Commissioners Office  
100 W. Main Street  
Muncie, Indiana 47305

Re: Proposal for Information Technology (IT) Assessment Services

Dear Commissioner King:

American Structurepoint Inc., is pleased to provide Delaware County with a proposal for Information Technology (IT) Assessment services to evaluate your IT Infrastructure, Network, Server, Application, and Desktop environments. In addition we will also assess your IT processes, policies, and procedures while conducting interviews with pre-identified key staff and organizational leaders. Once the assessment phase is completed we will furnish you a written Delaware County specific analysis along with recommendations on what areas of your IT environment that should be addressed in order to provide Delaware County with a scalable, stable, and reliable IT infrastructure. In addition we will also recommend processes, policies and/or organizational changes we believe important to keep the IT systems operating at peak and dependable efficiency. By contracting with American Structurepoint, Delaware County will be able to leverage the collective expertise and skills of the entire American Structurepoint IT Group to accomplish its objectives. We will assign consultants to this project that has proven track records within the IT arena and possess the following skills in the areas of Analysis, Design, Implementation, and/or Maintenance of:

1. Local and Wide Area Networking
2. Network infrastructure - copper, fiber, switches, hubs, routers firewalls, and general cabling
3. Telecomm
4. Virtualization
5. Mobile computing
6. Unix Systems
7. Microsoft Windows Server Technologies
8. Microsoft Windows Desktop Technologies
9. Microsoft Back Office Applications such as Exchange, SQL
10. Accepted IT Policies, Processes and Procedures
11. NAS/SAN Technologies
12. Applications
13. Databases

2016.00091

7260 Shadeland Station, Indianapolis, Indiana 46256 TEL 317 547 5580 FAX 317 543 0270 www.structurepoint.com



AMERICAN STRUCTUREPOINT, INC.

Commissioner James King

April 28, 2017

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14. Disaster Recovery, High Availability, and Backup/Restore
15. Virus, Anti-Spam, Phishing, and IT Security
16. IT Employee development and reviews

Our consultants will utilize their experience in conjunction with industry standard or defacto IT tools in which to perform their analysis of the systems, such as performance monitors, network monitors, sniffers, database analyzers, I/O monitors and several others. These tools have the ability to produce reports that will be used to identify bottlenecks and technological anomalies or deficiencies.

The duties provided by our Consultants for the IT Assessment service can include and are not limited to:

1. Analyze the existing computer infrastructure
2. Inspect the IT systems, servers, and SQL environment and note any major anomalies and/or degradations
3. Inspect the entire network infrastructure including remote access and note any major anomalies and/or degradations
4. Inspect the telecomm environment and note any major anomalies and/or degradations
5. Inspect the email environment and note any major anomalies and/or degradations
6. Inspect servers or systems delivering business functions to the county and note any major anomalies and/or degradations
7. Analyze backup/restore processes
8. Analyze systems management processes
9. Analyze the patch management and update processes
10. Analyze antivirus/spyware technologies currently in use
11. Analyze the technical and functional capabilities of the IT infrastructure
12. Conduct interviews with pre-identified key individuals within the county
13. Interview IT personnel including subcontractors or other IT providers
14. Analyze IT processes, procedures, and policies in order to make recommendations
15. Look for problematic issues (i.e., single points of failure) across the networks Document our findings
16. Develop a strategic forward view IT Roadmap and IT Design
17. Present our findings and the IT Roadmap to Delaware County

**Deliverables:**

1. Analysis document containing information gathered from our interviews regarding county operations and detailed inspection of the technology, processes, and procedures.
2. Forward view organizationally integrated IT Plan that will be specific to Delaware County and take into account current issues both technical and operational as well as other items considered or indentified as problematic
3. Recommendations on policies, procedures, staffing plans, training, and potentially service level agreements necessary to keep the systems running effectively.

2016.00091

**AMERICAN STRUCTUREPOINT, INC.**

Commissioner James King  
April 28, 2017  
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Delaware County will be granted property rights to the documents generated as a result of this specific engagement. We estimate that this service will take approximately 90 to 120 days of calendar time to complete depending on availability of personnel during the discovery phase. It is also our intent to maintain confidentiality between parties regarding the information shared by Delaware County and we are prepared to execute a Non-Disclosure Agreement (NDA) with Delaware County prior to beginning work. Payment for this service will be due upon completion and deliver of the document to Delaware County.

During the course of this engagement, the American Structurepoint IT Consultants will become a knowledgeable, experienced extension of the Delaware County's current staff. We believe our services provide the expertise and skills to address the above topics in an efficient manner with a comparison to proven industry standards and practices.

The estimate of the initial effort is based on our present understanding of your environment. The cost of this IT Assessment service is \$57,500.00 plus any unforeseen travel expenses. If additional effort is required to complete any unanticipated or outstanding tasks identified during the course of this engagement, American Structurepoint will furnish the Delaware County with a new estimate and continue to work, based on the availability of personnel, but will do so only after receiving written authorization from the Delaware County. In addition, and upon your request, American Structurepoint can provide the Delaware County regular status reports describing the progress of the activity.

To order this service, please return a purchase order or written authorization to bill Delaware County and a signed copy of this letter to American Structurepoint. We are prepared to start delivering the service on a mutually acceptable date following the acceptance of your order.

We look forward to working with you in this effort and hope to receive your order in the near future. Please contact us at (317) 547-5580 if you have any questions about this letter or its enclosures.

Very truly yours,  
American Structurepoint, Inc.

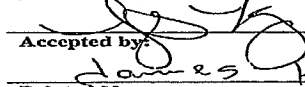
  
Anthony E. Valasek  
Executive IT Director

  
Willis R. Conner  
President

AEV:kld

Enclosure

Your signature below constitutes Delaware County's agreement to purchase the services described in this letter.

  
Accepted by: \_\_\_\_\_  
Printed Name James King  
Date: 8-21-2017

2016.00091

○ AMERICAN STRUCTUREPOINT, INC.

Commissioner James King  
April 28, 2017  
Page 4

#### General Conditions

These general conditions apply to the letter agreement dated April 28, 2017, referencing Proposal Number 201600091 by and between Delaware County, hereinafter referred to as "Client", and American Structurepoint, Inc., 7260 Shadeland Station, Indianapolis, Indiana 46256, hereinafter referred to as "Consultant," wherein it is agreed as follows:

**Standard of Care.** The Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant. Client acknowledges and agrees that Consultant may be providing professional advice and recommendations hereunder to Client; however, all decisions in connection with implementing such advice and recommendations shall at all times be the responsibility of, and made by, Client. Except as expressly provided herein, the services and any deliverables hereunder are provided on an "as is" basis, and Consultant does not make any warranty, express or implied, with respect to any deliverables or services rendered under this agreement or the results obtained therefrom, including, without limitation, any implied warranty of merchantability, or fitness for a particular purpose.

**Compliance with State and Other Laws.** In performance of the services herein enumerated the Consultant and any subconsultant, or anyone acting on behalf of either, will comply with applicable state, federal, and local statutes, ordinances, and regulations, and assist the Client in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

**Access to Records.** Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

**Changes in Work.** In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

**Insurance.** The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance and shall, upon executing this agreement, provide to Client a certificate(s) of insurance evidencing same, and showing Client as an additional insured on all coverages other than Worker's Compensation and Professional Liability Insurance. All insurance shall have 30 days notice for cancellation.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

**Payment Terms.** The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

**Suspension of Services.** If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

2016.00091



○ AMERICAN STRUCTUREPOINT, INC.

Commissioner James King

April 28, 2017

Page 5

**Termination.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Non-Discrimination.** The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

**Successors and Assignees.** The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

**Limitation of Liability.** To the greatest extent allowed by law, in no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue and lost profits, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. To the extent Consultant is liable for any damage to, or loss of, Client property or equipment for any reason, such liability will be limited solely to the amount of the fee paid to Consultant under this agreement or \$100,000, whichever is greater.

**Employees.** During the period in which this Agreement is in effect and for a period of 12 months thereafter, each party agrees it will not, without the prior written consent of the other party, hire or solicit the employees of the other party for the purpose of offering them employment; provided that all employees will be considered "employees" of the other party during their employment by such party and, if this employment is voluntarily terminated, for six months following such termination. In the event of a breach, the breaching party shall pay compensation to the non-breaching party in the form of liquidated damages equal to the greater of one year's compensation either (a) offered to the employee by the breaching party or (b) paid or offered to the employee by the non-breaching party.

**Supplements.** This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

**Governing Law.** This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

**Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

2016.00091

**ORDINANCES FOR FIRST READING**

**DELAWARE COUNTY COMMISSIONERS  
REESTABLISHING THE GAL/CASA DONATION FUND  
ORDINANCE NO. 2017-019**

Mr. Brooke said this is a request from CASA, the donation fund has not been used for quite some time and another ordinance is needed. The request is not urgent. CASA would like to start using the donation fund again.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2017-019, Re-establishing the GAL/CASA Donation Fund.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

*First*

**ORIGINAL**

**ORDINANCE 2017-019  
DELAWARE COUNTY COMMISSIONERS  
REESTABLISHING THE GAL/CASA DONATION FUND**

WHEREAS, an ordinance for a GAL/CASA Donation Fund has already been established but cannot be located.

WHEREAS, it is necessary to file an ordinance to reestablish GAL/CASA Donation Fund 4102 so regulations for the use of the fund is available.

WHEREAS, the Delaware County CASA Program will receive donations to be used to support the needs of the program as determined by the Director. Said funds may be accompanied by a Terms and Conditions Agreement or spending specifications from the Donor.

WHEREAS, this money shall remain in said fund and shall not revert back into the County General funds at the end of the calendar year.

WHEREAS, the Delaware County CASA Program shall not be required to request appropriations from the County Council unless the funds are being used for personnel.

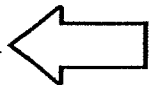
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

1. There shall be reestablished a separate non-reverting fund for the purpose of receiving any and all donations and gifts funds for the Delaware County CASA Program as obtained by the Delaware County CASA Advisory Board.
2. Said fund shall use the previously established title and number of GAL/CASA Donation Fund 4102.
3. Said funds shall be deposited into this non-reverting fund and shall be used by the Delaware County CASA Program from time to time, without appropriation, as per the terms of specifications of the donor and/or as specified by the Delaware County CASA Advisory Board.

Passed and adopted by the Board of Commissioners on the \_\_\_ day of September, 2017.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA

James King, President



**RESOLUTIONS FOR APPROVAL**  
**RESOLUTION TO ASSIGN TAX SALE CERTIFICATE TO MUNCIE SANITARY DISTRICT**  
**RESOLUTION NO. 2017-033**

Ms. Julie Bering presented 4 parcels and information pertaining to the area (see below).

MOTION: Commissioner Riggan made a motion to approve Resolution 2017-033, to Assign Tax Sale Certificate to Muncie Sanitary District.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggan, President King

**RESOLUTION NO. 2017-033**

**ORIGINAL**

**BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA**

**RESOLUTION TO ASSIGN TAX SALE CERTIFICATE TO  
MUNCIE SANITARY DISTRICT**

WHEREAS, there are several properties in the City of Muncie that are delinquent in the payment of property taxes and have been offered for tax sale and received no bids equal to or in excess of minimum sale prices;

WHEREAS, the Delaware County Commissioners may assign such properties to the Muncie Sanitary District, subject to its acceptance of such properties;

WHEREAS, by so doing, such properties will be improved and blight reduced, and used for the betterment of the City of Muncie and Delaware County. Said properties are listed as follows:

- |    |                   |                           |
|----|-------------------|---------------------------|
| 1. | Property Address: | 800 Blk N. Macedonia Ave. |
|    | Tax ID No.:       | 18-11-10-428-003.000-003  |
|    | Certificate No.:  | 181300444                 |
|    | Delinquent taxes: | \$779.00                  |
| 2. | Property Address: | 800 Blk N. Macedonia Ave. |
|    | Tax ID No.:       | 18-11-10-428-004.000-003  |
|    | Certificate No.:  | 181300445                 |
|    | Delinquent taxes: | \$779.98                  |
| 3. | Property Address: | 712 N Penn St.            |
|    | Tax ID No.:       | 18-11-10-429-003.000-003  |
|    | Certificate No.:  | 181300446                 |
|    | Delinquent taxes: | \$1,135.18                |
| 4. | Property Address: | 514 W. Howard St.         |
|    | Tax ID No.:       | 18-11-16-234-013.000-003  |
|    | Certificate No.:  | 181600784                 |
|    | Delinquent taxes: | \$24,676.93               |

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Delaware County that the Commissioners shall assign such properties to the Muncie Sanitary District subject to the acceptance by the Sanitary District of such properties. If not accepted, these properties shall be returned to the next available tax sale.

**MONTHLY/WEEKLY REPORTS**

Weights & Measures July 16, 2017 – August 15, 2017

**PAYMENTS OF CLAIMS**

MOTION: Commissioner Riggin made a motion to pay claims in the amount of \$1,181,107.28.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

**QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION**

\*Mr. Bill Terrell, Founder of Fallen Heroes, said four years ago, he and his wife stepped down from the Fallen Heroes Bridge, due to his illness. Mr. Terrell asked to take on the responsibility of the Fallen Heroes Bridge again. All monies received would go through the Treasurer's office.

\*Commissioner Henry asked Mr. Brooke to send a letter to MITS recommending that they either unlock their restrooms or place a porta pot at the bus station, due to ongoing issues/problems of individuals coming to the county building.

**RECESS**

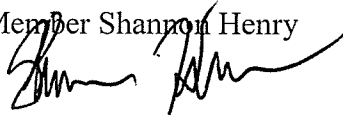
MOTION: Commissioner Riggin made a motion to recess until September 5, 2017.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

President James King

Member Shannon Henry



Vice President Sherry Riggin

Auditor Steven G Craycraft

