

**DELAWARE COUNTY COMMISSIONER'S MEETING
MONDAY, MARCH 1, 2021 @ 9:02 A.M.
COMMISSIONERS COURTROOM
100 W MAIN STREET
MUNCIE, IN 47305
PLEDGE TO FLAG**

QUESTIONS MAY BE DIRECTED TO COMMISSIONERS @CO.DELAWARE.IN.US

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

APPOINTMENT(S):

Yorktown Public Library

MOTION: Commissioner Henry made a motion to appoint Ms. Patricia Freeman to Yorktown Public Library Board.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

City and County Council for People with Disabilities

President King said anyone interested in serving on the board of People with Disabilities should send their letter of interest to Commissioner's office.

East Central Indiana Regional Development

MOTION: Commissioner Henry made a motion to appoint Mr. Joe Rhett, Mr. Kerry Wiggery and Mr. Brad Bookout to East Central Indiana Regional Development Board.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

APPROVAL OF MINUTES

MOTION: Commissioner Riggin made a motion to approve February 16, Commissioner Minutes, February 16 and February 25, 2021 Executive minutes.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

CONTRACTS OR AGREEMENTS FOR APPROVAL

EMERGENCY DECLARATION 2020-06

Mr. John Brooke, County Attorney said the Emergency Declaration is extended until March 31, 2021.

MOTION: Commissioner Henry made a motion to approve Emergency Declaration 2021-06. Commissioner Henry asked that everyone remain staying 6ft away and to continue to be safe.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

2021 HIGHWAY DEPARTMENT ANNUAL MATERIAL BIDS

Mr. Brooke recommended to except all quotes provided.

MOTION: Commissioner Henry made a motion to accept all bids.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

Quotes available in Auditors Office

2021-01 ROAD PAVING PROJECTS

Commissioner Henry said Brooks Constructions Company Inc. was the lowest bid.

MOTION: Commissioner Henry made a motion to accept Brooks Construction Company Inc.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

BR #501 – BRIDGE REHAB / COWAN RD @ BUCK CREEK

MOTION: Commissioner Henry made a motion to accept Hoosier Pride, lowest bidder for bridge #501.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

There were 2 projects that were bid. One Jonesboro Road/Eaton Wheeling Pike from Grant County line to Wheeling Pike and the second project (both are part of the Community Crossings Grant) was Eaton Wheeling Pike from Wheeling to Bridge #21.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made this 1 day of March, 2021, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Hoosier Pride Excavating, Inc. ("Contractor"), for the project known as **BR #501 – Rehab Project** (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;

BR #161 – CONTRACT SUPPLEMENT #3

MOTION: Commissioner Henry made a motion to approve bid for zero dollars for Bridge 161 with CHA Consulting, Inc.

SECOND: Commissioner Rigglin

YEAS: Commissioner Henry, Commissioner Rigglin, President King

Bridge #161



ORIGINAL CONTRACT SUPPLEMENT No. 3

THIS SUPPLEMENTAL AGREEMENT ("Supplement Agreement") is made this 1 day of March, 2021 between Delaware County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CHA Consulting, Inc. ("the CONSULTANT"), a corporation/limited liability company organization under the laws of the State of Indiana.

Des No. 9680560

WHEREAS, on January 7, 2019, the LPA entered into a Contract with the CONSULTANT for services required for the Preliminary Engineering Services of Delaware County Bridge No. 161 Replacement, herein after referred to as the Contract, and

WHEREAS, the LPA has requested changes to the contract, changes which will impact preliminary engineering, and

WHEREAS, in order to provide completion of the work it is necessary to amend the Contract in the amount of \$0.00 and the contract maximum amount payable, per supplemental No. 2, shall not exceed \$396,735.00.

NOW THEREFORE, the parties agree that the Contract shall be modified by this supplement No. 3 in accordance with the following:

I. Appendix A of the Contract shall be modified as follows:

Add Section 8.1: Shop Drawing Review (Hourly):

Objective

The Consultant will review and approved shop drawings.

Results/Deliverables

The products of this section are as follows:

- A. Provide a recommendation of shop drawing approvals

Activity

The Consultant will perform the following services:

- Review Shop Drawing Submissions
 1. Precast box structure
 2. Bulb-Tee beams
 3. Steel Bearing Assemblies
 4. Stay-in-Place forms
 5. Intermediate Diaphragms
 6. Elastomeric Bearing Pads

Items Specifically Not Included

- *Field Visit or Factory Visit*

Add Section 8.2: Pile Hammer Approval (Hourly):**Objective**

The Consultant will review and approved contractor pile hammer.

Results/Deliverables

The products of this section are as follows:

- B. Provide a recommendation of Pile Hammer approval
- C. Provide a recommendation on approval of the PDA/CAPWAP analysis Mitigation and Monitoring Plan Document

Activity

The Consultant will perform the following services:

- Assessment of the current situation
 1. Review geotechnical design recommendation
 2. Review current design configuration
- Review Pile Hammer Submission
 1. Review hammer system proposed by contractor
 2. Perform wave equation analysis of contractors proposed pile driving hammer in accordance with Section 701.04.a of INDOT Standard Specifications
 3. Review pile resubmittal, if required
- Review Pile Driving test results
 1. Review PDA/CAPWAP output and recommended pile termination criteria prepared by contractor's engineer
 2. Provide a recommendation on approval of the PDA/CAPWAP analysis
- Post-Test Action
 1. If the test results concur with our expectations, no additional action needed (proceed with design)
 2. If the test results differ from our expectations, determine the next steps for correction
 - a) Advise Bridge Group on the recommended factored geotechnical resistance of the piles at tip elevations achieved by the test piles

Assumptions

- One test pile will be driven for each pier, and the scope listed above will be repeated for each test pile.
- All on-site dynamic monitoring and testing will be performed by the Contractors engineer, per 701.05.b.4 of the INDOT Standard Specifications
- CAPWAP analysis of PDA results will be performed by the Contractor's engineer

Items Specifically Not Included

- *Dynamic Test*
- *Field Visit / Monitoring*

II. Appendix D of the Contract shall be modified as follows:

Appendix D, Section A, Paragraph 3, shall be MODIFIED to read:

Modify the following Section 8: Construction Phase Services (Hourly) under Appendix D, Section 3:

Section 8 Construction Phase Services \$ ~~9,500.00~~ 30,760.00

Add the following Section 8.1: Pile Hammer Approval (Hourly) under Appendix D, Section 3:

Section 8.1 Shop Drawing Review \$ 7,500.00

Add the following Section 8.2: Pile Hammer Approval (Hourly) under Appendix D, Section 3:

Section 8.2 Pile Hammer Approval \$ 11,500.00

Appendix D, Section A, Paragraph 5, shall be MODIFIED to read:

Section 9	R/W Engineering, Title Research, Staking	\$ 39,900.00	25,325.00
Section 10	R/W Management	\$ 10,800.00	7,200.00
Section 10.1	Appraisal Problem Analysis	\$ 2,115.00	1,440.00
Section 10.2	Appraisals	\$ 26,775.00	12,740.00
Section 10.3	Review Appraisals	\$ 12,945.00	5,570.00

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract Supplement.

CONSULTANT

Douglas R. Dagley

Signature

Douglas Dagley - CHA PM

LOCAL PUBLIC AGENCY

James King

Signature

James King - President

Sherry Riggan

Signature

Sherry Riggan - Vice President

Shannon Henry

Signature

Shannon Henry - Member

Inaudible

MOTION: Commissioner Henry made a motion to approve Form Completion Addendum with Delaware County Justice LLC. Partners.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

EXHIBIT E

Form Completion Addendum

RECEIVED
FEB 08 2021

BY: *[Signature]*

This Completion Addendum (the "Addendum") is entered into this 1st day of FEBRUARY 2021, by and between Delaware County Justice Partners, LLC (the "Operator"), and Delaware County, Indiana (the "County").

Recitals

WHEREAS, Operator and County have executed that certain Build Operate Transfer Lease Agreement dated March 11, 2019, as supplemented by that certain Rent Addendum dated MARCH 11, 2019 (collectively, the "Agreement");

WHEREAS, all capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Agreement;

WHEREAS, the Agreement provides for the execution of this Addendum following the Substantial Completion Date; and

WHEREAS, the Substantial Completion Date has occurred.

Agreement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree that the Substantial Completion Date occurred on DECEMBER 8, 2020.

DELAWARE COUNTY JUSTICE PARTNERS, LLC

By: [Signature]

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF Hamilton)

SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared Troy Woodruff who acknowledged the execution of the foregoing Completion Addendum on behalf of such entity.

WITNESS my hand and Notarial Seal this 2nd day of February, 2021.

By: [Signature]
Notary Public

Printed Name: Mckenna Ballard

I am a resident of Fountain County, Indiana.

My Commission Expires: 3/20/2026



BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE, INDIANA acting on behalf of DELAWARE COUNTY, INDIANA

By: [Signature]
Printed: James King
Title: Commissioner - President
By: [Signature]
Printed: Shannon Henry
Title: Commissioner

By: [Signature]
Printed: Sherry Riggins
Title: Commissioner - Vice-President

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF Delaware) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared James King, Sherry Riggins and Shannon Henry, the Board of Commissioners of the County of Delaware, Indiana, who acknowledged the execution of the foregoing Completion Addendum on behalf of such entity.

WITNESS my hand and Notarial Seal this 1st day of March, 2021.

By: [Signature]
Notary Public

Printed Name: Jennifer Honeycutt

I am a resident of Delaware County, Indiana.
My Commission Expires: 03.29.2025



This instrument was prepared by Brenda K. DeVries, Esq., Bingham Greenbaum Doll LLP, 2700 Market Tower, 10 W. Market Street, Indianapolis, IN 46204. I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Mr. Tony Skinner, Delaware County Sheriff, presented the Inmate Housing agreement between Delaware County and Henry County, New Castle, Indiana. Henry County will pay \$40 per day. Mr. Brooke prepared the document.
 MOTION: Commissioner Henry made a motion to approve Inmate Housing Agreement.
 SECOND: Commissioner Riggins
 YEAS: Commissioner Henry, Commissioner Riggins, President King
 Delaware

**INTERLOCAL GOVERNMENT AGREEMENT BETWEEN DELAWARE COUNTY
 AND HENRY COUNTY REGARDING INMATE HOUSING**

This agreement is made and entered into this 24 day of 03, 2021 between Delaware County, Indiana (hereinafter referred to as "Delaware County") and Henry County, Indiana (hereinafter referred to as "Henry County");

WHEREAS I.C. 36-1-7 et seq. provides that political subdivisions and governmental entities may enter into interlocal agreements to exercise certain powers authorized by State statute, and;

WHEREAS the Henry County Jail, from time to time, has more inmates than its capacity and may be unable to appropriately house those persons charged and awaiting trial and/or sentencing or convicted of crimes in Henry County for which Henry County is obligated under the law to house, and;

WHEREAS the Delaware County Jail has, from time to time, available space beyond its needs for the care and housing of those persons charged or convicted of crimes in Delaware County and Delaware County is willing to make the additional space available for use by Henry County.

NOW, THEREFORE, the parties hereby agree to the following:

1) DURATION. This agreement shall be in full force and effect from March 31, 2021 and end March 31, 2022, subject to earlier termination provided hereto. This Agreement shall thereafter be renewed automatically annually on the anniversary date of adoption of this Interlocal Agreement and subject to termination as set forth herein. Nothing in this Agreement shall be construed to require Delaware County to house Henry County's inmates indefinitely.

2) TERMINATION. This Agreement may be terminated at any time by written notice from either party to the other party without liability for said termination. The written notice must be delivered by certified mail, express mail or some other type of delivery requiring a signature acknowledging acceptance to the mailing addresses set forth in section 3 of this Interlocal Agreement. Termination shall be effective ten (10) days after receipt of the Notice of Termination. After ten (10) days from receipt of notice of termination, Henry County agrees to remove its pre-trial detainees or persons in custody from Delaware County Jail.

3) MAILING ADDRESS. All notices, reports and correspondence to the respective parties of this Agreement shall be sent to the following location:

Delaware County Sheriff's Office
 Sheriff Tony Skinner
 3100 S. Tillotson, Ste. 150
 Muncie, IN 47302-6546

Henry County Sheriff's Office
 Sheriff Ric McCorkle
 127 N. 12th Street
 New Castle, IN 47362

With a copy to:

Delaware County Attorney
 c/o Delaware County Commissioners
 100 W. Main St., Room 309
 Muncie, IN 47305

Henry County Attorney
 c/o Henry County Commissioners
 New Castle, IN 47362

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any address changes.

4) DEFINITIONS. The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

"Beds" shall mean space available for any detainee that they are assigned to be housed in the facility.

"Day" is a twenty-four (24) hour long unit of time commencing at 00:00:01 hours and ending at 23:59:59 hours with all times based on the Eastern Time zone or any part thereof.

"Month" shall mean a calendar month.

5) COMPENSATION, NUMBER OF INMATES AND BILLING.

Rate. Delaware County agrees to accept and house in their jail detention facility and make available for the use by the Henry County Sheriff for pre-trial detainees and/or persons being detained/incarcerated by Henry County at the rate of Forty Dollars (\$40.00) per day per person.

Billing and Payment. Delaware County shall provide to Henry County with a monthly invoice at the rate of Forty Dollars (\$40.00) per day per person as per the Agreement plus any additional charges for expenses, or other costs incurred. The invoice shall list the names of all Henry County inmates, and the number of days housed who are housed at the Delaware County Jail for said month. Delaware County agrees to provide said bill by the last day of each month for the prior month's inmate housing. Henry County agrees to make payment to Delaware County within thirty (30) days of receipt of such bill.

6) RIGHT OF INSPECTION. Henry County shall have the right to inspect, at all reasonable times, the Delaware County Jail in order to determine if such jail maintains standards of confinement acceptable to Henry County and that such inmates housed therein are treated in a non-discriminatory fashion under the law regardless of race, religion, color, sex, disability, notional origin, ancestry, or veteran status.

7) FURLOUGHES, PASSES AND WORK RELEASE. Delaware County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any Henry County inmate housed pursuant to the Agreement. No person that is being detained as a result of action by the Henry County Sheriff shall be released by the Delaware County Jail except to the Henry County Sheriff's Office personnel.

8) INMATE ACCOUNTS (COMMISSARY). Henry County agrees each inmate subject to this Agreement shall be transferred to Delaware County with zero commissary balance, and as such, no transfers will be made from Henry County to Delaware County for each respective inmate. However, Delaware County shall establish and maintain an account for each inmate received from Henry County and shall credit to such account all money received from each inmate. Each inmate shall be afforded the opportunity to purchase commissary at the Delaware County Jail. At either the termination of this Agreement, the inmate's death, release from incarceration, or return to Henry County, the inmate's money shall be refunded to the inmate. Delaware County shall not be responsible for any prior commissary account balance by any person transferred from Henry County. Delaware County shall assess any and all fees that are usual and customary to persons incarcerated in the Delaware County Jail.

9) INMATE PROPERTY. Henry County will not transfer to Delaware County any personal property of Henry County inmates recovered from or surrendered by inmates to Henry County upon booking. All persons detained by Henry County Sheriff and housed in Delaware County shall be returned to Henry County by the Sheriff's Department prior to formal release from custody. Delaware County shall not be responsible for any and all personal property of any person housed by Henry County Sheriff in the Delaware County Jail.

10) RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Delaware County to confine the inmate(s), to provide treatment (including the furnishing of sustenance and all necessary emergency medical and hospital services and supplies), to provide for the inmate's physical needs, to supervise them, to maintain proper discipline and control, to make certain that they receive no special privileges, and to execute any sentence and

orders of the committing court in the State applicable to the inmate's confinement, provided that nothing herein contained shall be construed to require Delaware County, or any of its agents, to provide services, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Delaware County to provide services, treatment, facilities or programs to Henry County inmates above, beyond or in addition to that which is required by applicable law or which is usual and customary in the Delaware County Jail.

11) **MEDICAL SERVICES.** Henry County inmates shall receive such medical and dental treatment when necessary to safeguard their health while housed in Delaware County. Except for routine care and non-medical services provided in the Delaware County Jail, Henry County shall pay directly or reimburse Delaware County for any and all costs associated with the delivery of any emergency, major medical, or other medical service provided to Henry County inmates. Henry County shall be responsible for any and all medical, dental and psychiatric treatment provided and shall be billed accordingly.

12) **DISCIPLINE.** Delaware County shall have physical control over and power to execute disciplinary authority over all Henry County inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law. Any and all grievances or appeals of discipline of any person housed by Delaware County from the Henry County Sheriff shall be conducted pursuant to the rules of conduct and operation of the Delaware County Jail. Any person that is detained or incarcerated by the Henry County Sheriff that poses a discipline or security issue for Delaware County shall be removed from the Delaware County Jail within twenty-four (24) hours of notification from Delaware County.

13) **RECORDS AND REPORTS.** Henry County shall forward to Delaware County before or at the time of delivery of each inmate a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner. Likewise, Delaware County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement at the Delaware County Jail Henry County shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate's incarceration, so long as the record or report is not subject to privilege or court ordered confidentiality.

14) **ESCAPES.** In the event any Henry County inmate escapes from Delaware County's custody, Delaware County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Henry County. Delaware County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own territory. Any cost in connection therewith shall be chargeable to and borne by Delaware County; however, Delaware County shall not be required to expend amounts to pursue and return inmates from other counties, states or other countries.

15) **DEATH OF AN INMATE.** In the event of the death of a Henry County inmate, the Delaware County Coroner shall be notified. Henry County shall receive copies of any records made at or in connection with such notification. Moreover, Delaware County shall immediately notify Henry County of the death, furnish information as requested and follow the instructions of Henry County with regard to disposition of the body. The body shall not be released except on written order of Henry County officials, which shall be provided within two (2) days of notification of said death. All expenses related to any necessary preparation of the body and shipment charges shall be paid by Henry County.

16) **RETAKEING OF INMATES.** Upon request from Delaware County, Henry County, at their cost and expense, shall pick up and return to Henry County any Henry County inmate within twenty-four (24) hours after receipt of such request from Delaware County Sheriff's Office, for any reason whatsoever.

17) RIGHT OF REFUSAL AND TRANSPORTATION. Delaware County shall have the right to refuse to accept any inmate from Henry County for any reason whatsoever. Additionally, Henry County shall not send inmates: (a) that are in a state of detoxification; (b) that are pregnant, or; (c) suffering from a known serious medical condition. Moreover, Henry County inmates incarcerated at the Delaware County Jail shall be transported to Delaware County by and at the expense of Henry County personnel and shall be returned, if necessary, to Henry County by and at the expense of Henry County personnel. Henry County, at its own expense, shall also transport its inmates from the Delaware County Jail to any necessary court proceedings.

18) HOLD HARMLESS AND INDEMNIFICATION. Delaware County agrees to defend, indemnify and hold harmless Henry County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, and all judgements, awards, costs, and expenses (including reasonable attorney's fees) resulting from the death or bodily injury to any person or damage or destruction of property to a third party or third parties to the extent caused by any negligent act and/or omission of Delaware County, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

Henry County shall hold Delaware County harmless from any and all acts, conduct, actions, claims or occurrences that result from any action by Henry County or its employees, agents, or persons acting on their behalf.

19) GENERAL PROVISIONS.

Severability. In the event any provisions of this Agreement shall be determined to be unenforceable, illegal or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a party and that materially affects the performance of any of its obligations under this Agreement and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

Dispute Resolution. The parties expressly represent that any dispute concerning this Agreement shall be attempted to be resolved informally. If such resolution is not reached, the parties agree that, upon request from any party, the dispute shall be mediated in the State of Indiana pursuant to the terms of Alternative Dispute Resolution of the Indiana Supreme court prior to resort to litigation. The parties shall agree to a mediator or in the event that they can not agree to a mediator, each side shall select a mediator and the mediators selected shall select a third person to serve as an additional mediator. The parties shall bear the costs of the mediators equally and shall pay their own costs of mediation.

20) STATE LAW PROVISIONS.

Non-Discrimination. Pursuant to Indiana Code 22-9-1-10 parties and their subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related

to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

E-Verify. Pursuant to Indiana Code 22-5-1.7-11 the parties agree to and shall enroll in and verify the work eligibility status of all newly hired employees of the parties after the date of the Agreement through E-Verify Programs as defined in Indiana Code 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. The parties further represent and certify subject to the pains and penalties of perjury that they do not knowingly employ an unauthorized alien.

Telephone Solicitation Act Compliance. The parties certify that, except for the de-minimis and non-systematic violations, they have not violated the terms of Indiana Code (I.C.) 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that the parties will not violate the terms of I.C. 24-4.7 for the durations of the Agreement, even if I.C. 24-4.7 is preempted by federal law. The parties further certify that any affiliate or principle of the parties and any agent acting on behalf of the parties or on behalf of any affiliate or principal of the parties, except for de-minimis and non-systematic violations, has not violated I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

Investment Activity. Pursuant to Indiana Code 5-22-16.5 the parties certify that the parties are not engaged in investment activities in Iran.

Tort Claims Act Preservation. Nothing in this Agreement waives or is intended to waive any rights or remedies that may be applicable to Delaware County and Henry County or any of their elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, remedies, protections, immunities, defenses, or limitations on liability that Delaware County and Henry County or such related persons are provided by law. Such rights, remedies, protections, immunities, defenses, and limitations or liabilities are specifically reserved and maintained by Delaware County and Henry County.

21) **BINDING EFFECT.** This Agreement is binding upon and will go to the benefit of the parties hereto and their respective successors and assigns; provided, however, the parties will not assign this Agreement without the prior signed written consent of the other party.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto on the dates set forth below.

Henry County (Henry County, IN)
[Signature]
Sheriff Ric McCorkle

Delaware County (Delaware County, IN)
[Signature]
Sheriff Tony Skinner

Commissioners of Henry County:

[Signature]
Ed Tarantino

[Signature]
Steve Dellinger

[Signature]
Bobbi Plummer

Date: February 24, 2021

Attest:
[Signature]
Debra G. Walker, Henry County Auditor

Commissioners of Delaware County:

[Signature]
James King

[Signature]
Sherry Riffin

[Signature]
Shannon Henry

Date: 3.1.21

Attest:
[Signature]
Steven G. Craycraft, Delaware County Auditor

DEPARTMENT HEADS AND ELECTED OFFICIALS

Mr. Brooke said per the request of the Commissioners, the IT Services will be canceled with American Structure Point, Inc.

MOTION: Commissioner Henry made a motion to cancel IT services with American Structure Point.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King



**DELAWARE
COUNTY
COMMISSIONERS**

James King
District #1

Sherry K. Riggan
District #2

Shannon Henry
District #3

Jeni Honeycutt
Executive Administrator

100 West Main Street
Room 309 County Building
Muncie, Indiana 47305
Telephone 765.747.7730
Fax 765.747.7899
www.co.delaware.in.us

An Equal Opportunity Employer

March 1, 2021

Mr. Willis R. Conner
President, American Structure Point, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Re: Delaware County, IN
Contract: Post Assessment Information Technology (IT) Services

Dear Mr. Conner:


Pursuant to the terms and conditions of the above captioned contract entered into with Delaware County, IN in March 2018, the purpose of this letter is to provide notice of termination of services on March 8, 2021. The County appreciates the services rendered and desires to move forward.

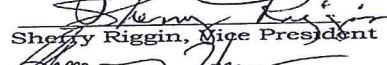
As part of the termination process, the County would request that American Structure Point and any of its contractors immediately disable any and all connections with the Delaware County software and provide the County with a list of all such connections. Additionally, the County would request that American Structure Point provide a detailed network diagram of all networks that American Structure Point worked on for the County. Please provide these items on or before March 8, 2021.

Thank you for your hard work and assistance to the County these past 3 years.

Very Truly Yours,
Delaware County Board of Commissioners

By:


James King, President


Sherry Riggan, Vice President


Shannon Henry, Member

Mr. Brooke said he was contacted by Mr. John Coutinho, EMA Director, regarding transferring title of a vehicle.
Commissioners Meeting March 1, 2021

Mr. Coutinho said he has a 2013 Tahoe that is surplus. The Town of Albany is interested. In exchange for the title, the town of Albany will purchase a drone for EMA.

MOTION: Commissioner Riggan made a motion to approve the exchange of 2013 Tahoe for a drone.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner Riggan, President King

Mr. Coutinho introduced his new secretary, Ms. Heidi Knuckles.

Mr. Mike Ashley, EMS Director, said the hospital started a new program (STEMI Rock Star). This is based upon cardiac arrest/event monthly cases of participation of the whole team starting with 911 call all the way to getting released from the hospital, Delaware County has received this twice for their team performance.

President King said it is nice for people of the community to hear/know what kind of a team Delaware County has from Sheriff Department, 911, Volunteer Fire Department, EMS and small towns.

Mr. Troy Landers, Highway Department, updated the Commissioners on the Community Crossroads project on Eaton Wheeling Pike from town of Wheeling to Grant County line.

MOTION: Commissioner Henry made a motion to approve this project also.

Mr. Brooke said Brooks Construction was the lowest bidder.

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

The Commissioners thanked the Highway Department for all of the hard work provided during the month of February 2021.

President King congratulated Mr. Tony Abbott, Cowan Wrestling Team. Mr. Abbott was the first from Cowan to place in the State.

President King congratulated another student from Daleville for wrestling. President King did not recall his name.

MONTHLY/WEEKLY REPORTS

PAYMENTS OF CLAIMS

MOTION: Commissioner Riggan made a motion to approve claims in the amount of \$2,524,609.62.

SECOND: Commissioner Henry

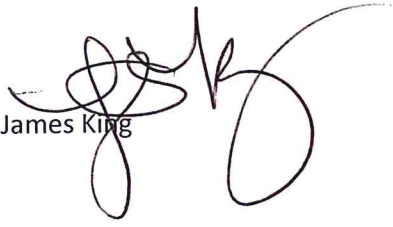
YEAS: Commissioner Henry, Commissioner Riggan, President King

RECESS

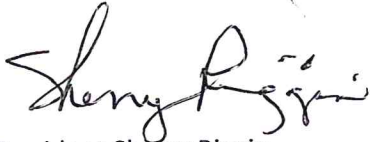
MOTION: Commissioner Henry made a motion to recess until March 15, 2021.

SECOND: Commissioner Riggan


YEAS: Commissioner Henry, Commissioner Riggan, President King

A handwritten signature in black ink, appearing to be 'JK', with a large loop at the end.

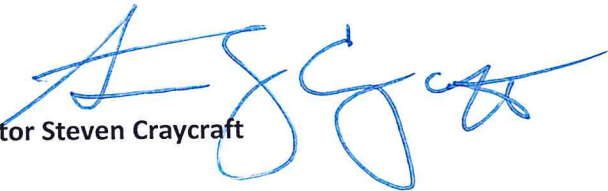
President James King

A handwritten signature in black ink, appearing to be 'Sherry Riggin', written in a cursive style.

Vice President Sherry Riggin

A handwritten signature in black ink, appearing to be 'Shannon Henry', written in a cursive style.

Member Shannon Henry

A handwritten signature in blue ink, appearing to be 'Steven Craycraft', written in a cursive style.

Auditor Steven Craycraft