

BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS met in the Henry County Courthouse Circuit Courtroom, on Wednesday, July 26, 2017, at 6:00 P.M., with the following members present: Kim Cronk, Ed Yanos, Patricia A. French, Auditor, and Joel Harvey, County Attorney.

Mr. Cronk opened the meeting with the Pledge to the Flag, followed with silent prayer.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the minutes for the July 12, 2017 meeting as presented. Motion carried 2-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the payroll as presented. Motion carried 2-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the claims as presented. Motion carried 2-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to accept monthly reports presented by: Certificate of Insurance for MainSource Bank, June Attorney report, June Treasurer report, Quarterly reports for Indiana Department of Homeland Security, ORCA Grant Award letter for Stoney Creek Fire Department, Quarterly reports filed with INDOT and Weights & Measures conference certificates for Gene Clark and Tony Roach. Motion carried 2-0.

Lori Norris addressed the Commissioners concerning Chiari malformations. Ms. Norris was asking for approval to place signage on the Courthouse lawn and also proclaiming September as National Awareness month for the disease. A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the requests as presented. Motion carried 2-0.

Linda Winchester, County Recorder, presented an Ordinance establishing the manner & form which the Recorder may provide bulk form copies to bulk users, along with an addendum and a bulk order agreement. A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the documents as presented pending review by the county attorney. Motion carried 2-0.

**Addendum to Recorded Document Internet Publishing Agreement  
Regarding Bulk Copy Services**

This Addendum to Recorded Document Internet Publishing Agreement (herein "Addendum") is entered into this        day of ,                                between                                Doxpop,                                LLC                                (herein "Doxpop"), and the Henry County Recorder, Indiana (herein "Recorder").

WHEREAS, Doxpop and Recorder are parties to a Recorded Document Internet Publishing Agreement (hereinafter "Agreement") dated; and

WHEREAS, Ind. Code § 36-2-7-10.1 describes the process by which Recorder may use a third party to provide Bulk Copy Services as its designee to provide Bulk Form Copies to a Bulk User; and

WHEREAS, Ind. Code § 36-2-7-10.1(g) requires the Bulk User to enter into a contract with both the Recorder and its designee, herein Doxpop; and

WHEREAS, Doxpop will enter into such a contract with the Bulk User before providing Bulk Copy Services to such Bulk User; and

WHEREAS, Ind. Code § 36-2-7-10.1(b) requires the county executive to establish by County Ordinance the manner and form in which the Recorder may provide Bulk Form Copies to Bulk Users; and

WHEREAS, the Henry County executive has established such a County Ordinance; and

WHEREAS Doxpop and Recorder wish to enter into an agreement by which Doxpop may provide bulk copy services to Bulk Users as the designee of Recorder in accordance with Ind. Code § 36-2-7-10.1 and this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Doxpop and Recorder hereby agree as follows:

Section 1: Definitions. The following terms as defined under Ind. Code § 36-2-7-10.1 and additional terms defined herein shall apply to this Addendum:

- a. "Bulk Form Copy" means an aggregation of (A) copies of all Recorded Documents received by Recorder for recording in a calendar day, week, month, or year; (B) the Indices for finding, retrieving, and viewing all Recorded Documents received by the Recorder for recording in a calendar day, week, month, or year; or (C) both clauses (A) and (B).
- b. "Bulk User" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form Copies under a contract with the Recorder or its designee under contracts with the Recorder and Doxpop.
- c. "Copy" means a reproduction, including an image of a Recorded Document or Indices created by (1) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (2) reproducing on microfilm.
- d. "Indices" means all of the indexing information used by the Recorder for finding, retrieving, and viewing a Recorded Document.
- e. "Recorded Document" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the Recorder or Doxpop.
- f. "Bulk Copy Services" means services provided by Doxpop to Recorder under Ind. Code § 36-2-7-10.1 and this Addendum.
- g. "County Ordinance" means an ordinance passed by the county executive that establishes: (1) the fee Recorder may charge for Bulk Form Copies; and (2) the format by which Recorder will provide Bulk Form Copies of Recorded Documents.
- h. "Permitted Use" means the use or access to data and information contained in Bulk Form Copies by the Bulk User, or a customer thereof, for purposes collateral or incidental to the ordinary course of business of the Bulk User, or a customer thereof.
- i. "Prohibited Use" means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form Copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.
- j. "Terminable Offense" means: (1) engaging in a Prohibited Use; (2) engaging in the unauthorized access to Recorded Documents; (3) engaging in the unauthorized alteration of Recorded Documents; (4) noncompliance with any of the provisions of this Addendum or noncompliance of the Bulk User with the provisions of its contract with Recorder or Doxpop; (5) Bulk User's failure to disclose, or entering into an agreement with an Indiana county recorder, when Bulk User has had a previous Bulk Form Copy contract terminated by another Indiana county recorder after July 1, 2017, because Bulk User failed to comply with the contract; (6) Bulk User's failure to disclose, or entering into an agreement with an Indiana county recorder after July 1, 2017, when a person who has a majority or controlling interest in Bulk User engaged in conduct resulting in the termination of a contract with another Indiana county recorder because the party failed to comply with the contract; and (7) any conduct prohibited by Ind. Code § 36-2-7-10.1(g) and Ind. Code § 36-2-7-10.16), as amended.

Section 2: Term and Termination.

- a. The term of this Addendum shall mirror the term outlined in the Agreement.
- b. Either party may terminate this Addendum prior to the expiration date as follows:
  - i. *At Will* Either party may terminate this Addendum with sixty days' notice.
  - ii. *Breach*: Upon a party's knowledge of a material breach by the other party, such party shall provide notice to the breaching party and an opportunity to cure the breach or end the violation within ten days of the date of the written notice. The non-breaching party may terminate this Addendum if the breaching party fails to cure the breach within the ten-day period; provided, however, that in no case shall a party be given more than two cure periods during the term of this Addendum or any renewal term. If a party determined that the other party has committed a material breach and a cure is not possible, the non-breaching party may immediately terminate the Addendum upon written notice to the breaching party. A Terminable Offense is considered a material breach that cannot be cured.
- c. Upon the completion of the termination process above, Doxpop shall immediately cease providing Bulk Copy Services to Recorder and notify the Bulk User that its authorization to provide Bulk Form Copies to the Bulk User has been terminated.

#### Section 3: Payment.

- a. In exchange for Bulk Form Copies requested by Bulk Users and provided by Doxpop, Bulk User shall pay Doxpop for Bulk Form Copies in accordance with Ind. Code § 36-2-710.1(d), the County Ordinance, and the Bulk User's contract with Recorder. Bulk Users shall not be charged any less than \$0.10 per page nor more than \$0.20 per page.
- b. Doxpop shall electronically deposit such fees, minus \$0.03 per page retained by Doxpop as compensation for providing Bulk Copy Services to Recorder, collected from Bulk Users in the bank account already designated in the Agreement no later than the day of the next regularly scheduled remittance to Recorder after delivered or made available to Bulk User.
- c. Doxpop shall invoice Bulk User after Bulk Form Copies are delivered or made available to Bulk User. Bulk User shall remit payment in full within thirty days of the date of the invoice. Doxpop reserves the right to suspend service or take appropriate legal action, including the termination of its agreement with the Bulk User and notification to Recorder of such termination, in the event the Bulk User fails to comply with the terms of payment.

Section 4: Delivery. Doxpop shall prepare the requested Bulk Form Copies for transmission to the Bulk User and shall apply a watermark that identifies each Bulk Form Copy as not eligible for resale.

#### Section 5: Additional Duties of Doxpop to Recorder.

- a. Doxpop shall deliver or make available for download Bulk Form Copies to the Bulk User within ten days of the time each complete set becomes available to Doxpop for the date interval designated by the Bulk User.
- b. Doxpop shall maintain an accurate count of Bulk Form Copies delivered or made available for download.

- c. Doxpop shall immediately advise Recorder if it becomes aware of any Prohibited Use, Terminable Offense, or other breach of contract of the Bulk User's contract with Recorder and/or with Doxpop.
- d. Doxpop shall, upon request by Recorder, provide complete counts of Bulk Form Copies for any set of images delivered or made available for download to any Bulk User.
- e. Doxpop acknowledges that all images remain the property of Recorder and are only licensed by Doxpop and/or the Bulk Users for the purposes provided in this Addendum.

Section 6: Additional Duties of Recorder to Doxpop.

- a. Recorder shall refer Bulk Users to Doxpop after the Bulk User has signed a contract with Recorder in accordance with the County Ordinance and Ind. Code § 36-2-7-10.1(g).
- b. Recorder shall immediately advise Doxpop if it becomes aware of any Prohibited Use, Terminable Offense, or other breach of contract of the Bulk User's contract with Recorder and/or with Doxpop.
- c. Recorder shall immediately notify Doxpop of any problems with image processing in Recorder's office which may result in an incomplete regular image batch delivery.
- d. Recorder shall ensure that military discharges are flagged with the appropriate document type so that Doxpop may exclude them from bulk delivery in accordance with Ind. Code 5 10-17-2-4.
- e. Recorder shall notify Doxpop if a military discharge is misclassified immediately upon learning of said misclassification, to enable Doxpop to immediately notify Bulk Users of such misclassification if the Bulk Form Copies have already been delivered or made available for download.
- f. Recorder shall ensure that social security numbers are redacted in images supplied to Doxpop to the extent possible under Ind. Code § 36-2-7.5-S.
- g. Recorder shall immediately notify Doxpop of any problems of redaction, to enable Doxpop to immediately take action with Bulk Users.

Section 7: Addendum. This Addendum is intended to be used in conjunction with, and not in place of, the existing Agreement between Recorder and Doxpop. Any and all terms and conditions contained in that Agreement shall remain in full force and effect, and that Agreement shall continue in force and be subject only to the Agreement's termination provisions even if this Addendum is terminated.

Section 8: Severability. If any term or provision of this Addendum is held or deemed to be invalid, illegal, or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule, or public policy, or any other reason, the invalidity, illegality, or unenforceability does not affect any other term or provision of this Addendum or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Addendum shall supersede such obligation and control.

Section 9: Counterparts. This Addendum may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Addendum, if the party sending the facsimile, e-mail or other means of electronic

transmission has received express confirmation that the recipient party received the Addendum (not merely an electronic facsimile confirmation or automatic e-mail reply).

Section 10: Headings. The headings in this Addendum are for reference only and do not affect the interpretation of this Addendum.

Section 11: Notices. AU notices shall be given in the form and manner prescribed in the Agreement.

### **BULK USER AGREEMENT**

This **BULK USER AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ the \_\_\_\_\_ ("Company"), and the Recorder of Henry County, Indiana (the "County Recorder" or "County"). Both shall be referred to as the "Parties," and each, a "Party" throughout this Agreement.

### **RECITALS**

**WHEREAS**, I.C. § 36-2-7-10.1 describes the process by which Company may purchase Bulk Form copies of Recorded Documents from County Recorder in Bulk Form for a fee;

**WHEREAS**, I.C. § 36-2-7-10.1(g) requires Company to enter into a contract with County Recorder or the County Recorder's designee in order to receive Bulk Form copies of Recorded Documents from County Recorder; and

**WHEREAS**, Company desires to obtain Recorded Documents in Bulk Form from the County Recorder for uses permitted under, and subject to, I.C. § 36-2-7-10.1 and this Agreement.

**NOW, THEREFORE**, to induce the County Recorder to enter into this Agreement and to sell the Bulk Form copies to the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1: Definitions.** The following terms defined under I.C. § 36.2.7.10.1 and used in this Section 1 apply to this Agreement:

- (a) "Bulk Form" means an aggregation of (i) copies of all recorded documents received by the County Recorder for recording in a calendar day, week, month or year; (ii) the Indices for finding, retrieving, and viewing all recorded documents received by the County Recorder for recording in calendar day, week month, or year; or (iii) both subdivisions (i) and (ii). The term includes Recorded Documents that have been appropriately watermarked by the County Recorder.
- (b) "Bulk User" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives Bulk Form pursuant to a contract with the County Recorder.
- (c) "Copy" means a reproduction, including an image of a Recorded Document or Indices created by: (i) duplicating electronically stored data onto a disk, tape, drum, or any other medium of electronic data storage; or (ii) reproducing on microfilm

- (d) "Indices" means all of the indexing information used by the County Recorder for finding, retrieving, and viewing a Recorded Document.
- (e) "County Ordinance" means an ordinance passed by the county executive that establishes: (i) the fee a County Recorder may charge for Bulk Form copies; and (ii) the format by which the County Recorder will provide Bulk Form copies of Recorded Documents.
- (f) "Permitted Use" means the utilization or access to data and information contained in Bulk Form copies by the Company, or a customer of the Company, for purposes collateral or incidental to the ordinary course of business of the Company.
- (g) "Prohibited Use" means selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to (whether by electronic or physical access), or otherwise transferring, providing, or allowing the transfer of Bulk Form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.
- (h) "Recorded Document" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the County Recorder or the County Recorder's designee.
- (i) "Terminable offense" means: (i) engaging in a Prohibited Use; (ii) engaging in the unauthorized access to Recorded Documents; (iii) engaging in the unauthorized alteration of Recorded Documents; (iv) non-compliance with any of the provisions of this Agreement; (v) **Company's failure to disclose, or entering into an agreement with an** Indiana county recorder, when the Company has had a previous Bulk Form copy contract terminated by another Indiana county recorder after July 1, 2017 because the party failed to comply with the contract; (vi) Company's failure to disclose, or entering into an agreement with an Indiana county recorder after July 1, 2017, when a person who has a majority or controlling interest in the Company engaged in conduct resulting in the termination of a contract with another Indiana county recorder because the party failed to comply with the contract; or (v) any conduct prohibited by IC 36-2-7-10.1(g) & & (j) as amended.

**Section 2: Term and Termination.**

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(a) The term of this Agreement ("Term") commences upon the date fully executed by the Parties ("Effective Date") and continues for a period of one (1) year unless and until terminated as provided under this Agreement. This Agreement shall not be automatically renewed upon the expiration unless otherwise agreed to in writing by the Parties prior to its expiration.

(b) Either Party may terminate this Agreement prior to the expiration date as follows:

**(1) Breach.** Upon a Party's knowledge of a material breach by the other Party, such Party shall provide notice to the breaching Party and an opportunity to cure the breach or end the violation within ten (10) days of the date of the written notice. The non-breaching Party may terminate this Agreement if the breaching Party fails to cure the breach within the ten (10) day period; provided, however, that in no case shall a party be given more than two (2) cure periods during the term of this Agreement or any renewal term. If a Party determines that the other Party has committed a material breach and a cure is not possible, the non-breaching Party may immediately terminate the Agreement upon written notice to the breaching Party. Company's commission of a Terminable Offense during the term of this Agreement is a material breach purposes of this section (b)(1).

**(2) Without cause.** Either Party may terminate this Agreement without any reason upon giving the other Party at least thirty (30) days' written notice.

**(3) Effect of Termination.** County shall immediately cease providing Bulk Form copies requested by the Company once all the termination procedures have been met.

**Section 3: Payment.** In exchange for Bulk Form copies requested by the Company and provided by the County Recorder, or its designee, Company agrees to pay for Bulk Form copies subject to the following:

**Section 3.1. Rates.** Pursuant to I.C. § 36-2-7-10.1(d), a County Recorder shall charge a minimum of \$.10 per image for a recorded document unless the County establishes a higher fee by County Ordinance that does not exceed \$.20 per image. The County's rates for the provision of Bulk Form copies to Company shall be as follows as indicated by the accompanying checkmark:

*County to check one*

**Section 3.1.1. Statutory minimum** (IC § 36-2-7-10.1(d))

Ten cents (\$.10) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.

Ten cents (\$.10) per Recorded Document for a copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

**Section 3.1.2. By County Ordinance** (IC § 36-2-7-10.1(e))

Twenty- cents (\$.20) per page for a Recorded Document, including the index of the instrument number or book and page, or both, for retrieving the Recorded Document.

Twenty- cents (\$.20) per Recorded Document for a copy of the other Indices used by the County Recorder for finding, retrieving, and viewing a Recorded Document as requested.

If applicable, County Recorder's Ordinance establishing a higher fee is hereby attached and incorporated into this Agreement as Exhibit A.

**Section 3.2. Payment.** County, or the County's designee, shall notify Company in writing of the amount due and owing prior to submitting images to the Company and demanding payment. For purposes of this Agreement, County, or designee, shall require payment from Company as follows:

*County to check one*

Company shall remit the entire amount due prior to County's provision of images in response to Company's request. Company shall remit payment to County, or designee, in full no later than thirty (30) days following the date of the County's notification of the amount due under Section 3.2. County, or designee, shall have no obligation to complete the request if the Company fails to provide payment within the timelines specified herein.

County, or designee, shall submit the requested Bulk Form copies to the Company and submit an invoice to the Company to be paid as specified thereunder. Company shall make payment in full within thirty (30) days of the date of the invoice. County reserves the right to take appropriate legal action,

including the termination of this Agreement, due to Company's failure to comply with this paragraph.

**Section 4. Delivery.** Upon satisfaction of the payment provision selected in Section 3, the County Recorder, or designee, shall prepare the requested Bulk Form copies for transmission to Company. In preparing the bulk form copies, County Recorder, or designee, may also apply a watermark that identifies the documents as not eligible for resale. Company agrees only to accept bulk form copies bearing the aforementioned watermark when applied.

**Section 5: Representations, Warranties, and Covenants.** The Company hereby represents, warrants, and covenants as follows:

- (a) The Company is a "Bulk User."
- (b) The Bulk Form copies are being purchased solely for the use and benefit of the Company in its ordinary course of business
- (c) The Bulk Form copies are not being purchased for, on behalf of, in conjunction with, or in cooperation with any officials, employees, affiliates, subsidiaries, divisions, joint ventures or business alliances of the Company;
- (d) The Company will not engage in any Prohibited Use of the Bulk Form copies.
- (e) That an Indiana County Recorder has never terminated a bulk user agreement between the Company, or an individual with a majority or controlling interest in the Company, and said county as a result of Company's or such individual's material breach of such agreement. Company agrees to immediately report the termination of any bulk user agreement between Company and an Indiana county recorder that occurs after the Effective date in writing to the County, including the reasons for such termination(s). For purposes of this subsection (e), the term Company includes the Company's agents, affiliates, or subsidiaries, as currently named or under any previous legal name.

**Section 6: Prohibited Acts.** Notwithstanding anything to the contrary in this Agreement, the Company, its agents, affiliates, employees, representatives, and associates shall not engage in any Prohibited Use of Bulk Form copies or Recorded Documents obtained from Bulk Form copies. In accordance with I.C. § 36-2-7-10.1(g) & (i), the provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement indefinitely.

**Section 6.1. Title Company/Title Plant.** Notwithstanding any provision of this Agreement, a Bulk User meeting the requirements of I.C. § 36-2-7-10.1(h) may engage in conduct consistent with that subsection without violating the terms of this Agreement. A party who believes that it meets that definition shall submit a certificate of authority, licensure, or other evidence to the County, or designee, within fifteen (15) days of executing this Agreement. A party who fails to provide this supporting documentation within this period shall not be treated as a Title Company or Title Plant for purposes of this Agreement or I.C. § 36-2-7-10.1(h).

**Section 7: Survival.** The provisions of Sections 5 and 6, as well as any other provision that must survive in order to give proper effect to its intent, shall survive the expiration or earlier termination of this Agreement for the period specified in the applicable provision or, if no period is specified, for a period of twelve (12) months after such expiration or termination.

**Section 8: Parties in Interest.** This Agreement is made solely for the benefit of the Company and the County Recorder, and no other party shall acquire or have any right, title or interest hereunder or by virtue hereof.

**Section 9: Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

**Section 10: Governing Law and Jurisdiction.** This Agreement is governed by the laws of the State of Indiana. The Parties agree that any lawsuit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana in each case located in the County of Henry only, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**Section 11: Severability.** If any term or provision of this Agreement is held or deemed to be invalid, illegal or unenforceable as applied in any particular case, or in any particular jurisdiction, because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, the invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction. Any change in law that conflicts with an obligation in this Agreement shall supersede such obligation and control.

**Section 12: Entire Agreement.** This Agreement, including and together with all related attachments and exhibits, constitutes the Parties' sole and entire agreement regarding the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the subject matter.

**Section 13: Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, e-mail or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic e-mail reply).

**Section 14: Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

**Section 15: Indemnification.** Company agrees to indemnify, and hold harmless the County Recorder, its agents, officials, and employees from all third-party claims and suits relating to Recorded Documents, including court costs, attorney's fees, and other expenses caused by any act or omission of the Company, its agents, officials, and employees in the performance of the Agreement or as a result of any breach thereof.

**Section 16. Notice to Parties.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or by certified or registered overnight mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed *as* set forth below or to such other address as may be specified in a prior written notice to the other party:

(1)	<b>If to County Recorder</b>	(2)	<b>If to Bulk User</b>
	Henry County Recorder		«Name»
	101 S Main St.		«Address»
	New Castle, IN 47362		«City», «State» «Postal Code»

Such notice shall be deemed to be given on the date it is hand delivered, faxed or deposited in the overnight mail, as stated above. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

**Section 17. No Waiver.** No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

**Section 18. Modification.** No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless duly recorded in writing and signed by authorized representatives of all parties to this Agreement or their successors or assigns.

ORDINANCE NO. \_\_\_\_\_ 2017

**AN ORDINANCE OF THE HENRY COUNTY BOARD OF COMMISSIONERS ESTABLISHING THE MANNER AND FORM IN WHICH THE RECORDER MAY PROVIDE BULK FORM COPIES TO A BULK USER**

WHEREAS, IC 36-2-7-10.1 dealing with the County Recorder's sale of documents in bulk to bulk users has been materially amended and revised effective July 1, 2017; and

WHEREAS, Subsection (b) of this statute provides that a County Executive shall establish by Ordinance the manner and form in which the County Recorder may provide bulk form copies to a bulk user, and the permissible fees the Recorder may charge.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE PROVISIONS HEREAFTER MADE, BE IT ORDAINED BY THE BOARD AS FOLLOWS:**

**Section 1. Definitions.** The following definitions shall apply throughout this Ordinance:

- (a) "Bulk form copy" means an aggregation of:
- (1) copies of all recorded documents received by the county recorder for recording in a calendar day, week, month, or year;
  - (2) the indices for finding, retrieving, and viewing all recorded documents received by the county recorder for recording in a calendar day, week, month, or year; or
  - (3) both clauses (1) and (2).**
- (b) "*Bulk user*" means an individual, a corporation, a partnership, a limited liability company, or an unincorporated association that receives bulk form copies under a contract with the county recorder.
- (c) "*Copy*" means a reproduction, including an image of a recorder document or indices created by:
- (1) duplicating electronically stored data onto a disk, tape, drum, or any other medium of

electronic data storage; or

(2) reproducing on microfilm.

(d) "*Indices*" means all of the indexing information used by the county recorder for finding, retrieving, and viewing a recorded document.

(e) "*Recorded document*" means a writing, a paper, a document, a plat, a map, a survey, or anything else received at any time for recording or filing in the public records maintained by the county recorder or the county recorder's designee.

**Section II. Manner and Form of Production.** It is hereby established that the Henry County Recorder shall provide bulk form copies to a bulk user only by electronically transmitting the copies using an electronic transfer process.

**Section III. Procedure for Requesting Bulk Form Copies.** A bulk user must submit a written request to the County Recorder that identifies the requested bulk form copies with reasonable particularity. Unless the request is refused under Section VI, upon receipt of a valid written request the County Recorder or the County Recorder's designee shall provide the bulk form copies to the bulk user by the method or methods established by Ordinance. The bulk form copies shall be provided within a reasonable time after the later of the following events:

- (1) The Recorder's archival process is completed and bulk form copies become available in the County Recorder's Office.
- (2) The bulk form user executes a contract that meets the requirements of Section V with:
  - (A) the County Recorder; and
  - (B) if the County Recorder uses a third party to provide bulk copy services, the County Recorder's designee.

The County Recorder or the County Recorder's designee shall work with reasonable diligence to ensure that bulk form copies are timely produced to the bulk user.

**Section IV. Fees Charged for Bulk Form Copies.**

- (a) Based on a cost study dated September 12, 2016 and performed by Maximus for the Indiana Recorder's Association (which is incorporated herein by reference), this Board finds and determines that the costs incurred by the Henry County Recorder of producing bulk form copies (including applying a watermark or other protective feature) substantially exceed both the standard fee of ten cents (\$0.10) per page or per recorded document fixed by subsection (d) of IC 36-2-7-10.1, and the fee hereafter fixed. Accordingly, the following fee schedule is hereby adopted:
  - (1) Twenty- cents (\$0.20) per page for a copy of a recorded document, including the instrument's book and page, if applicable.
  - (2) Twenty cents (\$0.20) per recorded document for a copy of the indices used by the County Recorder for finding, retrieving, and viewing a recorded document.

- (b) The fees charged by the County Recorder are subject to the following requirements:
- (1) The County Recorder shall pay the fees into the County Treasury at the end of each calendar month.
  - (2) The fees prescribed and collected under this section supersede all other fees for bulk form copies required by law to be charged for services rendered by the County Recorder to bulk users.
  - (3) All revenue generated by the County Recorder under this section shall be deposited in the County Recorder's records perpetuation fund and used by the Recorder in accordance with IC 36-2-7-10(f).
  - (4) The Recorder shall periodically update and verify the cost study referred to in subsection (a) immediately above.

**Section V. Bulk User Contract—Termination.**

(a) A bulk user must enter into a contract with the County Recorder and if the County Recorder uses a third party to provide bulk copy services, the County Recorder's designee, in order to receive bulk form copies. The contract must be in writing and must require that the bulk user agree not to do any of the following:

- (1) Except as provided in Section VI, provide, transfer, or allow the transfer of any copy of a recorded document obtained by the bulk user under this section to a third party.
- (2) Engage in unauthorized access to recorded documents.
- (3) Engage in unauthorized alteration of recorded documents.

A contract required under this subsection may not include any restrictions on a bulk form user's use of the bulk form copies other than those contained in this section.

(b) If a bulk user does not comply with a contract, the County Recorder may

terminate the contract, immediately stop providing bulk form copies to the bulk user, and refuse to provide the bulk form copies required by the bulk user if all termination provisions and procedures in the contract have been met by the County Recorder. The County Recorder may refuse subsequent requests from a bulk user for bulk form copies in the following circumstances:

- (1) The bulk user is a person that has had a previous bulk form copy contract terminated by the County Recorder because the Recorder determined that the bulk user failed to comply with the contract.
- (2) The bulk user is a corporation or limited liability company in which a person has a majority or controlling interest and:
  - (A) the person requested bulk form copies under a previous contract with the County Recorder; and
  - (B) the contract was terminated by the County Recorder because the County Recorder determined that the person failed to comply with the contract.

**Section VI. Resale of Bulk Form Copies by Bulk User.**

(a) A bulk user that is licensed under IC 27-1-15.6-6(d) or holds a certificate of

authority under IC 27-7-3-6 may provide bulk form copies related to the specific order for a title search (as defined in IC 27-7-3-2) when operating as:

- (1) a title plant for the issuance of title insurance (as defined in IC 27-7-3-2); or
- (2) title company (as defined in IC 27-7-3-2).

A bulk user that meets the requirements of this subsection may charge its customers a fee for using the bulk form copies obtained by the bulk user that may not exceed the costs incurred by the bulk user for obtaining the bulk form copies. A bulk user that meets the requirements of this subsection may not resell, provide, transfer, or allow the transfer of any

copy of a recorded document, whether in bulk form or as individual copies or images, to any other bulk user or title plant.

(b) A bulk user that does not meet the requirements of subsection (a)

immediately above is prohibited from selling, offering for sale, advertising for sale, soliciting a purchase of, loaning, giving away, allowing subscription service to, or otherwise transferring, provide, or allowing the transfer of bulk form copies for commercial purposes to a third party, whether the copies are in bulk form or individual copies or images.

Section VII. Enhanced Access Not Affected. This Ordinance does not apply to enhanced access authorized under IC 5-14-3-3 and any Henry County Ordinances promulgated thereunder.

Section VIII. Effective Date. Upon adoption and signature, this Ordinance shall become effective on July 1, 2017.

**ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2017.**

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve an agreement between Stoney Creek Township and Henry County with Midwestern Engineers Inc. with additional terms from Mr. Harvey, County Attorney. Additional terms added would be the “engineer shall not seek payment from Henry County for engineering services and Henry County shall have no obligation or liability to engineer to make payment for engineering services or other work provided pursuant to this agreement”. Motion carried 2-0.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to accept a letter of resignation submitted by Randy Jones, resigning from the Planning Commission and the Henry County of Zoning Appeals. Motion carried 2-0. Patsy Conyers inquired about the qualifications for the two openings.

Chris May, representing the Basketball Hall of Fame, addressed the Commissioners concerning a change in the Food & Beverage contract due to a loss of one billboard. A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve the change as presented. Motion carried 2-0.

Tom Cooper, representing New Castle Girls Softball League presented an invoice in the sum of \$6714.39 for approval to Reynolds Farm Equipment for a new gator. Mr. Cooper stated this was a change in their Food & Beverage original project due to saving monies. A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the change in project along with the claim in the amount of \$6714.39. Motion carried 2-0.

Patty Broyles, representing the New Castle Skate Park, presented invoices to RCS Contractor Supplies in the amount of \$1,791.08, Alro Steel Corporation for \$708.73, Hunger Skateparks LLC for \$37,500 and Irving Materials for \$8,523.38. Mrs. Broyles stated the Skate Park project was close to being completed and invited the County officials to an open ribbon cutting on August 12, 2017 at 1:00 P.M. A motion was made by Mr. Yanos and seconded by Mr. Cronk to approve payment to the vendors from the Food & Beverage funds. Motion carried 2-0.

A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve payment from the Building Corporation to H. J. Umbaugh in the amount of \$2,500 for required arbitrage rebate calculations. Motion carried 2-0.

Ordinance #2017-07-26-11, adjusting fees for Ambulance and Transport Services was presented for approval. A motion was made by Mr. Cronk and seconded by Mr. Yanos to approve the Ordinance as presented. Motion carried 2-0.

**ORDINANCE NO. 2017-07-26-11**

**AN ORDINANCE ADJUSTING FEES FOR AMBULANCE  
AND TRANSPORT SERVICES**

WHEREAS, Henry County operates an Emergency Ambulance and Transport Service; and,

WHEREAS, Section 37.03(C)(1) sets forth the fees that are charged per occurrence for usage of the ambulance service; and,

WHEREAS, the Board of Commissioners of Henry County has reviewed the current charges and believes the charges should be adjusted.

NOW THEREFORE BE IT ORDAINED as follows:

Section 37.03(C)(1) of the Henry County Code is hereby repealed and replaced with the following:

Ambulance Fees:

<i>Run Type</i>	<i>Rate</i>
ALS 1 emergency	Base rate \$1,100.00
ALS 1 non-emergency	Base rate \$800.00
ALS 2 emergency	Base rate \$1,300.00
ALS w/nurse	Base rate \$1,300.00
BLS/ALS mileage	Mileage \$16.00
<i>Run Type</i>	<i>Rate</i>
BLS emergency	Base rate \$750.00
BLS non-emergency	Base rate \$600.00
Specialty care transport	Base Rate \$1,800.00

REPEALER: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SEVERABILITY: Any provision herein contained which is found by a court of competent jurisdiction to be unlawful or which by operation of law shall be inapplicable, shall be deemed omitted but the rest and remainder of this ordinance, to the extent feasible, shall remain in full force and effect.

EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage.

ADOPTED BY THE BOARD OF COMMISSIONERS OF HENRY COUNTY, INDIANA this 26th day of July, 2017.

Michael Riggs addressed the Commissioners concerning road repair on Kennard road.

Mr. Yanos made a motion to re-establish the joint committee (Council & Commissioners) that was formed last year to evaluate the time and attendance system for the County. Mr. Cronk stated he knew nothing about a committee that was formed. Mr. Yanos withdrew his motion.

A motion was made by Mr. Yanos and seconded by Mr. Cronk to adjourn the meeting. Motion carried 2-0.

\_\_\_\_\_  
Kim L. Cronk, Vice President

\_\_\_\_\_  
Ed Yanos

ATTESTED BY: \_\_\_\_\_  
Patricia A. French, Henry County Auditor