

**BE IT REMEMBERED THE BOARD OF COUNTY COMMISSIONERS** met for a special meeting in the Henry County Courthouse Circuit Courtroom on Wednesday May 19, 2023 at 10:00 a.m. with the following members present: Steve Dellinger, Joe Wiley, Bobbi Plummer, Bobbie York; Henry County Auditor's Chief Deputy and Joel Harvey; County Attorney.

Steve Dellinger called the meeting to order with the pledge followed by a prayer.

Steve Dellinger opened the bids that were received for the Henry County highway's road resurfacing project. E&B Paving submitted a bid for \$1,414,675.82. Milestone Contractors submitted a bid for \$1,229,952.00.

Bobbi Plummer made a motion to accept the bids from E&B Paving and Milestone Contractors on advisement for Joe Copeland to review and come back at the next meeting with a recommendation. Motion was seconded by Joe Wiley and carried 3-0.

Bobbi Plummer made a motion to approve an Interlocal Agreement between Henry and Randolph Counties to use Randolph County's Distributor. Motion was seconded by Joe Wiley and carried 3-0.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is entered into by and between the Henry County, Indiana, 101 South Main Street, New Castle, Indiana 47362, acting through its Board of Commissioners ("Henry County") and Randolph County, Indiana, 100 South Main Street, Winchester, Indiana 47394 ("Randolph County"), effective May 15, 2023 ("Effective Date")

Recitals

Henry County operates a Highway Department that is charged with the maintenance, repair, and improvement of certain roads located within its boundaries. The Henry County Highway Department's asphalt spreader is being repaired and is not currently available for use.

Randolph County also operates a Highway Department and owns an asphalt spreader that is available for temporary use by Henry County when not in use by Randolph County.

Henry County is willing to compensate Randolph County for the use of its asphalt spreader.

Henry County and Randolph County wish to memorialize the terms of their Agreement.

NOW THEREFORE IT IS AGREED.

1. Use of Asphalt Spreader. Henry County shall be permitted to utilize Randolph County's 3,500 gallon asphalt spreader on such dates and during such times as the asphalt spreader is not needed for use by Randolph County.

Henry County shall notify Randolph County of its intention to utilize the asphalt spreader at least one (1) business day prior to taking possession of the asphalt spreader. Randolph County shall promptly inform Henry County if the asphalt spreader is not available for use by Henry County. If the asphalt spreader is available for use, Henry County shall take possession of the asphalt spreader at Randolph County's Highway Department garage or at such other location agreed upon by the parties.

Henry County shall return the asphalt spreader to Randolph County's Highway Department garage within one (1) business day after being requested to return the asphalt spreader.

2. Compensation for Use of Asphalt Spreader. Henry County shall pay to Randolph County the sum of \$700.00 per week for use of the asphalt spreader by Henry County. A partial week shall be billed at \$140 per day excluding Saturday and Sundays. Thereafter, Randolph County shall submit an invoice to Henry County reflecting the sums owed by Henry County. Henry County shall pay all invoices within thirty (30) days after receipt.

3. Standard of Care. Henry County shall ensure that any employee transporting or operating the asphalt spreader is qualified and properly trained for its use or transportation and shall use the asphalt spreader only for its intended use and with the same degree of care that it operates its own equipment.

4. Insurance. Henry County shall take all steps necessary to ensure that the asphalt spreader is insured, to the same extent that Henry County insures its own equipment, against (a) damage or destruction of the asphalt spreader as a result of accident or casualty during the time the asphalt spreader is in the possession of Henry County, and (b) claims or losses for bodily injury or property damage arising from or related to the use of the asphalt spreader by Henry County.

5. Ownership of Asphalt Spreader. At all times the asphalt spreader shall remain the property of Randolph County.

6. Administration of Agreement. This Agreement shall be administered by the Board of Commissioners of Henry County and the Board of Commissioners of Randolph County.

7. Term of Agreement. This Agreement shall be deemed to have commenced upon the Effective Date and shall continue in effect until such time as Henry County or Randolph County notifies the other that it wishes to terminate this Agreement. Upon termination of this Agreement,

Henry County shall be required to pay for its use of the asphalt spreader prior to the date of termination.

8. No Third-Party Beneficiaries. This Agreement and the transactions contemplated by this Agreement are for the benefit of the parties and their respective successor and assigns. There are no third-party beneficiaries of this Agreement.




9. Indemnification. Henry County shall indemnify and hold Randolph County harmless from any and all claims, losses, actions, suits, demands and liabilities arising from or related to any act or omission of Henry County arising from or related to its use of the asphalt spreader.

10. Repair of Asphalt Spreader. Henry County shall repair the asphalt spreader, at its cost, if the asphalt spreader is damaged or impaired as a result of the negligent acts or omissions of Henry County, provided however, that Henry County shall have no obligation to repair the asphalt spreader if it is damaged, ceases to properly function, or is impaired as a result of its ordinary, reasonable, and proper use. If any question arises as to the cause of the damage or impairment to the asphalt spreader, the parties shall jointly hire an independent inspector to determine if the damage or impairment was the result of the negligent acts or omissions of Henry County or if it was the result of ordinary, reasonable, and proper use, the costs of such inspector shall be paid by Henry County.

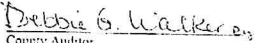
11. Modification. This Agreement may only be modified by a written instrument executed and properly approved by Henry County and Randolph County. Any purported modification or amendment of this Agreement, which is not evidenced by a written instrument and is not entered into after obtaining all necessary approvals, shall be void.

All of which is binding as of the Effective Date.


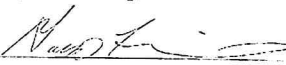

HENRY COUNTY, INDIANA, by its Board of Commissioners

  
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ATTEST:

  
Debbie G. Walker, esq.  
County Auditor

RANDOLPH COUNTY, INDIANA, by its Board of Commissioners

  
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ATTEST:

  
County Auditor

Bobbi Plummer made a motion to approve a quote from Smith's Detection to repair the x-ray machine at the Justice Center for \$16,100.00. Motion was seconded by Joe Wiley and carried 3-0.

Joe Wiley made a motion to approve an Interlocal Agreement with Henry County EMS and the City of New Castle EMS stating that they will be responsible for the unit they are borrowing. Motion was seconded by Bobbi Plummer and carried 3-0.

Bobbi Plummer made a motion to accept the contracts between Henry County EMS and The Waters, Heritage House, Glenn Oaks, and two other facilities that still need to sign. to reimburse the county for EMS services. Motion was seconded by Joe Wiley and carried 3-0.

Bobbi Plummer discussed the RFQ's for renovations of county buildings. She explained that she scored DLZ the highest because of the timeline. Bobbi Plummer's scores are as follows; DLZ at 100, Elevatus at 95, Luminaut at 95, and Halstead at 95. Steve Dellinger stated that he scored DLZ at 97, Elevatus at 95, Luminaut at 92, and Halstead at 94. Joe Wiley stated that he scored DLZ at 97, Elevatus at 91, Luminaut at 90, and Halstead at 93.

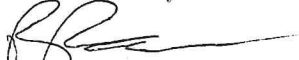
Bobbi Plummer made a motion to accept DLZ's proposal for the renovation of County Buildings. Motion was seconded by Joe Wiley and carried 3-0.

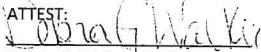
Glenn Vann spoke about a possible USDA grant opportunity.

Bobbi Plummer moved to adjourn. Motion was seconded by Joe Wiley and carried 3-0.

  
Steve Dellinger, President

  
Joe Wiley, Vice President

  
Bobbi Plummer, Member

ATTEST:  
  
Debra G. Walker, Auditor