

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Madison County, Indiana (“County”) and the City of Alexandria, Indiana (“Alexandria” or the “City”) as of the date on which the last party executes this Agreement following approval by its governing body at a duly noticed public meeting (the “Effective Date”).

RECITALS

WHEREAS, disputes have arisen between the County and the City concerning funding of centralized dispatch services and alleged arrearages in funding from the City;

WHEREAS, the County asserts that the City’s prior non-payment resulted in a shortfall requiring additional County contributions;

WHEREAS, the City disputes certain aspects of the County’s claims;

WHEREAS, the parties desire to fully and finally resolve all existing disputes relating to dispatch funding and arrearage through the compromise set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Continuation of Dispatch Services. For a period of three (3) years beginning January 1, 2026 and ending December 31, 2028 (the “Service Term”), the County shall continue providing dispatch services to the City on the same scope and operational basis as currently provided as of the Effective Date of this Agreement. In consideration for continuation of such services, the City agrees to pay the County the sum of Ninety Thousand Dollars (\$90,000) per year during the Service Term.

2. **Compromise of Arrearage.** The parties acknowledge that the County claims a funding shortfall attributable to the City's non-payment over approximately four (4) prior years. Without admission of liability, and solely as a compromise of disputed claims, the City agrees to pay the County Twenty Thousand Dollars (\$20,000) annually for ten (10) years, for a total of Two Hundred Thousand Dollars (\$200,000) (the "Arrearage Obligation"), representing a compromise of the alleged arrearage. The arrearage payments described in this Section (the "Arrearage Payments") shall continue for the full ten (10) year term regardless of the expiration or modification of the Service Term.

3. **Payment Schedule.** Within twenty (20) days of approval of this Agreement by all relevant governing bodies, the City shall pay the County Fifty-Five Thousand Dollars (\$55,000), and another payment of Fifty-Five Thousand Dollars (\$55,000) on or before October 1, 2026, representing:

- (a) \$90,000 for Year One service; and
- (b) \$20,000 for Year One arrearage payment.

Each subsequent annual payment of \$110,000 shall be due in two installments each year, on or before April 1 and October 1 of each year during the Service Term. After expiration of the Service Term, the City shall continue to pay the \$20,000 annual Arrearage Payment on or before October 1 until the ten-year Arrearage Obligation is satisfied. Failure to make any payment within thirty (30) days of written notice of non-payment shall constitute a material breach.

4. **Future Negotiations.** Within six (6) months prior to expiration of the Service Term, the parties agree to meet and negotiate in good faith concerning funding and service terms beyond December 31, 2028. Nothing in this Agreement obligates the County to continue dispatch services beyond the Service Term absent a new written agreement, nor does it obligate

the City to accept any terms, and the City expressly reserves its rights and arguments about dispatch services. The ten-year Arrearage Obligation shall not be affected by the outcome of future negotiations.

5. New Funding Mechanism / Change In Law. If, during the Service Term, a new statutory funding mechanism, tax, fee structure, or state-mandated dispatch funding framework is enacted that materially alters the funding structure for centralized dispatch services in Madison County during the Service Term (“Framework”), the parties agree to meet within sixty (60) days of the enactment date of any Framework to determine, in good faith, whether adjustment of the \$90,000 annual service payment is appropriate. Any adjustment shall:

- Reflect only the net financial impact of the new funding mechanism on the County’s actual dispatch costs attributable to the City;
- Be prospective only;
- Be mutually agreed in writing by the parties; and
- Not affect the arrearage payment obligation.
- Absent mutual written agreement, the payment obligations in this Agreement shall remain in effect.

6. Release. Except for obligations created by this Agreement, the parties mutually release and discharge one another from any and all claims, demands, causes of action, or liabilities arising from dispatch funding disputes prior to the Effective Date. This Agreement is a compromise of disputed claims and does not constitute an admission of liability by any party. The Parties, however, preserve their arguments about dispatch services beyond the payment obligations in this Agreement.

7. **No Confidentiality.** The parties acknowledge that they are both subject to the Indiana Access to Public Records Act and expressly agree that this Agreement is a public record and contains no confidentiality provision.

8. **Voluntary Consent.** The parties represent and acknowledge that in executing this Agreement:

- (a) The parties have been afforded full opportunity to discuss all aspects of this Agreement with legal counsel of their choice;
- (b) The parties have carefully read and fully understand all of the provisions of this Agreement; and
- (c) The parties have voluntarily and knowingly signed this Agreement.

9. **No Admission.** No aspect of this Agreement, or any payment or obligation accepted pursuant to it, shall be construed by anyone as an admission or concession of responsibility, liability, wrongdoing, or a waiver of any position related to the subject matter of this Agreement.

10. **No Modifications.** No amendment or modification of this Agreement is valid unless executed in writing and signed by the parties.

11. **Binding Effect.** The Agreement shall be binding upon the agents, predecessors, successors, and assigns of the parties.

12. **Joint Draftsmanship.** This Agreement has been drafted with the opportunity for input and comments of legal counsel for the parties such that any ambiguity subsequently identified in the Agreement, if any, shall not be construed against any of the parties as the draftsman of the Agreement.

13. **Entire Agreement.** The terms of this Agreement are contractual and not mere recitals. The Agreement sets forth the entire agreement, and there are no representations,

warranties, covenants, promises or undertakings, oral or otherwise, that are not expressly set forth or expressly incorporated herein by reference. This Agreement constitutes the entire agreement between the Parties, and supersedes any earlier negotiations, discussions or agreements related hereto.

14. **Attorneys' Fees.** Each party shall pay its own attorneys' fees and expenses in the negotiation, drafting, and execution of this Agreement. In the event any action, proceeding, or litigation is commenced to enforce, interpret, or challenge any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses incurred in connection therewith, including fees and costs incurred at trial, on appeal, in post-judgment proceedings, and in any collection action.

15. **Additional Documents.** The parties agree to cooperate fully to execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms.

16. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

17. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

18. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, deemed one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by PDF file shall be as effective as delivery of a manually executed counterpart of this Agreement.

19. **Authority to Execute.** Each party represents that this Agreement has been duly approved by its governing body at a public meeting and that the signatories are authorized to bind the respective entity.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date of last approval below.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ALEXANDRIA, INDIANA THIS _____ DAY OF APRIL, 2026 BY A VOTE OF _____ IN FAVOR AND _____ OPPOSED.
CITY COUNCIL, CITY OF ALEXANDRIA, MADISON COUNTY, INDIANA

Roger Cuneo, District 1

John Burdsall, District 2

Wendi Goens, District 3

Amy McCurry, District 4

David Luck, District 5

Jeremy VanErman, at Large

Donna Key-Kerr, at Large

Attested by:

Darcy VanErman, Clerk Treasurer