

AGENDA
HENDRICKS COUNTY COUNCIL
Hendricks County Government Center
355 South Washington Street, Danville, Indiana
WEDNESDAY MAY 8, 2019
9:00 A.M.

BENEFITS MEETING FOLLOWING COUNCIL MEETING

CALL TO ORDER

APPROVAL OF MINUTES - April 2, 2019

UNFINISHED BUSINESS:

Hendricks County Economic Development Partnership - Jeff Pipkin
Public Hearing on Resolution 2019-18 Confirmatory Resolution for Property Tax Abatements

NEW BUSINESS:

Briarwood Subdivision, Coatesville - Bob Gentry & Todd McCormack
Home Detention User Fees - Monitoring Equipment
Establish Innkeeper's Distribution Share of 3%
Erin Hughes - Human Resources

EMERGENCY ADDITIONAL APPROPRIATIONS

REALLOCATIONS OF FUNDS

OTHER COUNCIL BUSINESS

Status of Funds

**HENDRICKS COUNTY COUNCIL
APRIL 2, 2019**

The regular meeting of the Hendricks County Council was called to order by President Eric Wathen on Tuesday March 5, 2019 with the following in attendance: Caleb Brown, David Cox, Larry Hesson, Larry Scott, Brad Whicker, David Wyeth and Financial Administrator Tami Mitchell. Vice President David Wyeth led the Pledge of Allegiance.

IN THE MATTER OF THE MINUTES

It was moved by Larry Scott and seconded by David Cox to adopt the minutes of the March 5, 2019 meeting as presented. Motion carried 5-0-1 (BW).

**IN THE MATTER OF THE HENDRICKS COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP
SB-1's MCC PROPERTIES, LLC AND EXIT 22 PARTNERS, LLC**

Hendricks County Economic Development Partnership Director Jeff Pipkin presented the three individual forty million-dollar \$40,000,000 SB-1 applications and supporting documents for the Council's review and approval. Mr. Pipkin stated the new development, Hendricks County Gateway Park, is in the southwest quadrant of State Road 39 and I-70 and behind the Transamerica Truck Stop. Mr. Pipkin stated the developers, MCC Properties, LLC and Exit 22 Partners, LLC plan to construct three build to suit or spec buildings. Mr. Pipkin stated this area was also designated as a TIF area with an agreement of a 50% pass through to the units of government. Councilman David Cox stated he is normally hesitant about abatements but in this case, he believed the development would not happen without the abatement. Councilman Caleb Brown asked where the Dark Store issue stood and the discussion about prohibiting appeals. Mr. Brown stated he desired language to protect both the county and the developer.

It was moved by Larry Hesson and seconded by Brad Whicker to approve County Council Resolution 2019-10 *A Resolution Designating Economic Revitalization Area and Qualifying Certain Real Property and Improvements for Tax Abatement*. Motion carried 6-0.

IN THE MATTER OF THE TIF ANNUAL REPORTS TO FISCAL BODY

The Council acknowledged receipt of the 2019 Annual TIF Reports for Pittsboro Economic Development Area, the Westpoint Business Park Economic Development Area, the 70 West Commerce Park Economic Development Area, the Heartland Crossing Economic Development Area, the 70/39 Commerce Park Economic Development Area, and the Ronald Reagan North Economic Development Area.

It was moved by Caleb Brown and seconded by Larry Scott to approve TIF Annual Report for the Pittsboro Economic Development Area. Motion carried 6-0.

It was moved by Brad Whicker and seconded by Larry Hesson to approve TIF Annual Report for the Westpoint Business Park Economic Development Area. Motion carried 6-0.

It was moved by Caleb Brown and seconded by Brad Whicker to approve TIF Annual Report for the 70 West Commerce Park Economic Development Area. Motion carried 6-0.

It was moved by Larry Hesson and seconded by Brad Whicker to approve TIF Annual Report for the Heartland Crossing Economic Development Area. Motion carried 6-0.

It was moved by Caleb Brown and seconded by Brad Whicker to approve TIF Annual Report for the 70/39 Commerce Park Economic Development Area. Motion carried 6-0.

It was moved by Caleb Brown and seconded by Larry Scott to approve TIF Annual Report for the Ronald Reagan North Economic Development Area. Motion carried.

IN THE MATTER OF ADDITIONALS

It was reported that the Probation Request, tabled from the March 5, 2019 meeting had been withdrawn by the Probation Director, Susan Bentley.

Kevin Cavanaugh explained his request for the additional to Cumulative Capital Development in the amount of \$3,090.00.

Auditor, Nancy Marsh, on behalf of IT Director Doug Morris, stated she, Doug Morris and Todd McCormack had discussed adding additional time clocks to the county wide system to better enable employees to comply with using the system. Ms. Marsh reported that the current time clocks systems are obsolete, not secure and no longer supported and stated we have looked at and priced the newest version of wireless time clocks with the addition of either log in by our identification badges or by a key fob. Ms. Marsh stated that the company is willing to grant a \$250 trade in for the old models.

It was moved by Caleb Brown and seconded by Larry Hesson to approve request number 1 in the amount of \$3,090.00; request number 2 in the amount of \$50,000.00 from Food and beverage and deny number 3 for \$50,000.00 from General Fund. Motion carried 6-0.

It was moved by Brad Whicker and seconded by Larry Scott to approve the Drug Free Community additional number 4, 5, 6, and Pittsboro TIF number 7 as presented. Motion carried 6-0.

Whereas, certain extraordinary emergencies have developed since the adoption of the existing budget, so that it is necessary to appropriate more money than was appropriated in the annual budget; therefore, to meet such extraordinary emergencies;

Be it resolved by the County Council of Hendricks County, Indiana, that for the expense of said County the following additional sums of money are hereby appropriated and ordered set apart out of the several funds as herein and for the purpose herein specified, subject to the laws governing the same.

	DEPARTMENT	ACCOUNT	DESCRIPTION	AMOUNT	APPROVED
1.	CCD - Facilities	1138.44315.000.0136	IPEP Stop Grant	\$3,090.00	\$3,090.00
2.	Food & Beverage - IT	1157.XXXXX.000.0147	Time Clocks	\$50,000.00	\$50,000.00
3.	General Fund - IT	1001.XXXXX.000.0147	Time Clocks	\$50,000.00	Deny
4.	Drug Free Community	1148.16401.000.0164	Director	\$16,200.00	\$16,200.00
5.	Drug Free Community	1148.20100.000.0164	Supplies	\$1,000.00	\$1,000.00
6.	Drug Free Community	1148.34406.000.0164	Program/Grant	\$117,267.00	\$117,267.00
7.	Pittsboro TIF	4403.90102.000.0102	Repay EDIT	\$2,000,000.00	\$2,000,000.00

Dated this 2nd day of April 2019.

/s/ Caleb M. Brown
/s/ David Cox
/s/ Larry R. Hesson
/s/ Larry R. Scott
/s/ Brad Whicker
/s/ David Wyeth

Attest: /s/ Nancy L. Marsh, Auditor

REALLOCATION OF FUNDS RESOLUTION

It was moved by Brad Whicker and seconded by Caleb Brown to approve Planning and Building reallocation of funds number 1, and Court Administration reallocation of funds numbers 2 through 7 as presented. Motion carried 6-0.

Be it resolved by the County Council of Hendricks County, Indiana, that for the expenses of the unit of Government of Hendricks County, the following sums of money previously appropriated for expenditures from a detailed account within a major classification, are hereby reallocated to another detailed account within a different classification as originally appropriated, all as herein specified.

	DEPARTMENT	FROM	TO	AMOUNT	Y/N
1.	Planning & Building	1001.13109.000.0131	1001.13114.000.0131	\$5,000.00	Y
2.	Court Administration	9119.15309.000.0160	9119.13590.000.0160	\$1,371.01	Y
3.	Court Administration	9119.15309.000.0160	9119.13591.000.0160	\$2,544.89	Y
4.	Court Administration	9119.15309.000.0160	9119.13592.000.0160	\$2,710.29	Y
5.	Court Administration	9119.15309.000.0160	9119.15393.000.0160	\$ 22.50	Y
6.	Court Administration	9119.15309.000.0160	9119.13594.000.0160	\$ 429.56	Y
7.	Court Administration	9119.31900.000.0160	9119.20100.000.0160	\$2,400.00	Y

Adopted this 2nd day of April 2019.

/s/ Caleb M. Brown
/s/ David Cox
/s/ Larry R. Hesson
/s/ Larry R. Scott
/s/ Brad Whicker
/s/ David Wyeth

Attest: /s/ Nancy L. Marsh, Auditor

IN THE MATTER OF OTHER COUNCIL BUSINESS

The Status of Funds was acknowledged.

Auditor Nancy Marsh explained Directive 2016-1 issued August 29, 2018 requiring GAAP Annual Financial Reports Required for Issuance of Bonds. Ms. Marsh stated that since we met the large county threshold, we must comply with preparing GAAP Financial Statements starting with 2019 which means we have to making accrual adjustments to our ending balances for 2018.

Ms. Marsh stated several large financial firms have reached out to the counties required to make GAAP statements as units of government will need assistance creating the GAAP Financial Statements and it will be expensive. Ms. Marsh stated she had heard anecdotally the estimated cost would be anywhere from \$60,000 to \$150,000 for the first year. Ms. Marsh stated she is investigating the best resource for assistance and plans to initially carve out some of the less complicated components and using trusted qualified resources. Ms. Marsh stated she would be looking at an actuary to complete the OPEB report and possibly using a retired field examiner from the State Board of Accounts to help with our fixed assets. Ms. Marsh stated that this is something that will be required going forward and the expense will correspond with how much the Auditor's Office can assist in gathering the data.

Ms. Marsh stated she would be coming back for an additional appropriation to start the project in 2019. As there are a lot of unknowns, Ms. Marsh stated she would not need the full amount at once and will keep the Council informed.

It was the consensus of the Council that the financial support for providing GAAP Financial Reports was required and always would support the Auditor.

Councilman David Cox stated he has met with Senior Services and they seemed to be doing well.

Councilman Larry Hesson encouraged the Council members to attend the State Board of Accounts called meeting on Saturday June 29, 2019 at Shelbyville.

Councilman Brad Whicker asked for support as he is participating in the Hendricks County Museum's fundraiser of Dancing with the Stars.

Councilman David Whicker stated he will be one of twenty-five farmers who were selected to personally visit with Vice President Michael Pence to discuss the challenges of farming in rural America.

There being no further business to come before the Council, upon motion made by Brad Whicker and seconded by Larry Hesson, the meeting was adjourned at 10:00 a.m. on Tuesday, April 2, 2019.

Caleb M. Brown

David Cox

Larry R. Hesson

Larry R. Scott

Eric Wathen

Brad Whicker

David Wyeth

Attest: _____
Nancy L. Marsh, Auditor

HENDRICKS COUNTY COUNCIL

RESOLUTION NO. 2019-18

**RESOLUTION SETTING FORTH FINAL ACTION IN DETERMINING THAT THE
QUALIFICATIONS FOR AN ECONOMIC REVITALIZATION AREA HAVE BEEN
MET AND CONFIRMING RESOLUTION NO. 2019-10
OF APRIL 02, 2019**

WHEREAS, the Hendricks County Council of Hendricks County, Indiana adopted a Tax Abatement Procedures Ordinance on October 7, 1997; and

WHEREAS, pursuant to said Tax Abatement Procedures Ordinance, MCC Properties #100, LLC and Exit 22 Partners, LLC has filed with the Hendricks County Auditor an "Application for Designation of Economic Revitalization" on February 27, 2019; and

WHEREAS, at a duly constituted meeting of the Hendricks County Council held on April 02, 2019 said County Council reviewed and approved said Application and declared certain real estate within Hendricks County, Indiana, to be an "Economic Revitalization Area" pursuant to the specifications of Resolution No. 97-37 adopted and approved that date; and

WHEREAS, pursuant to I.C.6-1,1-12,1-1 et seq. the County Council of Hendricks County, Indiana has properly published "Notice of Public Hearing Regarding Designation of Area as Economic Revitalization Area" and

WHEREAS, no remonstrances, written or oral, have been filed with regard to Resolution 2019-18 stating opposition, of any type or character, to said Resolution, or the designation of the real estate described therein as an "Economic Revitalization Area"; and

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF HENDRICKS COUNTY, INDIANA, AS FOLLOWS:

1. **Final Action.** After legally required public notice, and after public hearing Pursuant to such notice the County Council of Hendricks County, Indiana hereby takes "final action" as that phrase is defined in I.C. 6-1,1-12,1-1 et.seq. with regard to the foretasted Application of MCC Properties #100, LLC and Exit 22 Partners, LLC and the adoption of Resolution No. 2019-10 on April 02, 2019.

2. **Confirmation of Resolution No. 2019-18** It is hereby declared by County Council of Hendricks County, Indiana that Resolution No. 2019-10 adopted on April 02, 2019 is in all respects hereby confirmed, and it is hereby stated that the qualifications for an economic revitalization area have been met by MCC Properties #100, LLC and Exit 22 Partners, LLC as to the real estate described in Exhibit A of Resolution No. 2019-18 and real property tax abatement is approved in accordance with the percentages shown for abatement on the attached Exhibit A are approved.

3. **Effective Date.** This Resolution shall be effective immediately upon its passage, subject to any right of appeal as provided by State Law.

Adopted by the County Council of Hendricks County, Indiana this 8th day of May, 2019.

AYE

NAY

David Cox, District 1

David Cox, District 1

Larry Scott, District 2

Larry Scott, District 2

Brad Whicker, District 3

Brad Whicker, District 3

Eric Wathen, District 4, President

Eric Wathen, District 4, President

Caleb Brown, At Large

Caleb Brown, At Large

Larry Hesson, At Large

Larry Hesson, At Large

David Wyeth, At Large

David Wyeth, At Large

Attest:

Nancy Marsh, Auditor

**NOTICE OF PUBLIC HEARING BY THE HENDRICKS COUNTY COUNCIL, HENDRICKS COUNTY INDIANA
REGARDING DESIGNATION OF AREA AS ECONOMIC REVITALIZATION AREA**

Notice is hereby given that the Hendricks County Council, Hendricks County, Indiana, adopted Resolution 2019-10 on April 2, 2019 which resolution was titled "A resolution designating economic revitalization area and qualifying certain real property and improvements for tax abatement." The applicant for said designation is MCC Properties #100, LLC and Exit 22 Partners, LLC.

On May 8, 2019 at 9:00 a.m. in the Hendricks County Commissioners Meeting Room at 355 South Washington Street, Danville, Indiana, the Hendricks County Council will receive and hear remonstrance and objections to Resolution number 2019-10 from interested persons. After considering the evidence, the Hendricks County Council shall take final action determining whether the qualifications for an economic revitalization area have been met, and confirm, modify and confirm, or rescind Resolution 2019-10. Such determination by the Hendricks County Council shall be final except that an appeal may be taken and heard as provided by IC 6.1.1-12.1-1 et seq. Pursuant to IC 6-1.1-12.1-2.5 a person must file a written remonstrance with the Hendricks County Council, and be aggrieved by the final action by the Hendricks County Council, to be eligible to initiate an appeal of that action in the Circuit or Superior Courts of Hendricks County. The only grounds of an appeal that the Court may hear is whether the proposed project will meet the qualification of the economic revitalization area law. The burden of proof of such proceeding will be on the applicant.

A description of the affected area is available and can be inspected in the office of the Hendricks County Assessor, Hendricks County Government Center, Danville, Indiana.

AS-SURVEYED LEGAL DESCRIPTION

PARCEL I

A part of the East half of Section 35 and a part of the West half of the West half of Section 36, Township 14 North, Range 1 West, Hendricks County, Indiana, more particularly described as follows:

BEGINNING at the northwest corner of the southeast quarter of said Section 35, monumented by a stone; thence NORTH 00 degrees 18 minutes 16 seconds WEST along the west line of said quarter a distance of 257.29 feet to the south right-of-way of Interstate 70 and a 5/8 inch rebar with yellow plastic cap stamped "BRG INC 6892" hereinafter referred to as a rebar with BRG cap; thence NORTH 67 degrees 40 minutes 57 seconds EAST along said right-of-way a distance of 1368.88 feet to a rebar with BRG cap; thence NORTH 67 degrees 38 minutes 57 seconds EAST along said right-of-way a distance of 317.88 feet to a rebar with BRG cap on the south line of Smoot, as recorded in Deed Book 330, page 287; thence NORTH 89 degrees 35 minutes 29 seconds EAST along said south line a distance of 390.17 feet to a rebar with BRG cap at the southeast corner of said Smoot; thence NORTH 00 degrees 38 minutes 33 seconds WEST along the east line of Smoot a distance of 156.93 feet to a rebar with BRG cap on the south right-of-way of Interstate 70; thence NORTH 67 degrees 38 minutes 57 seconds EAST along said right-of-way a distance of 362.16 feet to a rebar with BRG cap; thence NORTH 73 degrees 35 minutes 17 seconds EAST along said right-of-way a distance of 327.90 feet to a rebar with BRG cap; thence NORTH 69 degrees 56 minutes 23 seconds EAST along said right-of-way a distance of 347.60 feet to a rebar with RLS0083 cap and the northwest corner of HPT TA Properties LLC, as recorded in Instrument Number 200700008065; thence along the west and south lines of said HPT TA Properties the next four (4) courses:

1. SOUTH 38 degrees 26 minutes 50 seconds EAST 604.18 feet to a rebar with RLS0083 cap; thence
2. NORTH 89 degrees 28 minutes 36 seconds EAST 210.36 feet to a rebar with RLS0083 cap; thence
3. SOUTH 00 degrees 38 minutes 33 seconds EAST 365.20 feet to a rebar with RLS0083 cap; thence
4. SOUTH 89 degrees 44 minutes 18 seconds EAST 419.07 feet to a rebar with BRG cap on the west right-of-way of State Road 39; thence along said west right-of-way the next three (3) courses:
 1. SOUTH 00 degrees 34 minutes 07 seconds EAST 186.66 feet to a right-of-way monument; thence

2. SOUTH 01 degree 08 minutes 53 seconds EAST 200.23 feet to a rebar with BRG cap; thence
3. SOUTH 01 degree 43 minutes 41 seconds EAST 155.44 feet to a rebar with BRG cap on the north line of Sapp, as recorded in Deed Book 343, page 694; thence SOUTH 89 degrees 39 minutes 12 seconds WEST along the north line of said Sapp a distance of 150.10 feet to a rebar with BRG cap at the northwest corner of said Sapp; thence SOUTH 00 degrees 38 minutes 33 seconds EAST along the west line of said Sapp a distance of 200.00 feet to a rebar with BRG cap at the southwest corner of said Sapp; thence NORTH 89 degrees 39 minutes 12 seconds EAST along the south line of said Sapp a distance of 139.89 feet to a rebar with BRG cap on the west right-of-way of State Road 39; thence along said right of way the next six (6) courses;
 1. SOUTH 07 degrees 18 minutes 08 seconds WEST 69.18 feet to a rebar with BRG cap; thence
 2. SOUTH 01 degree 47 minutes 17 seconds EAST 328.08 feet to a right-of-way monument; thence
 3. SOUTH 03 degrees 06 minutes 40 seconds WEST 230.50 feet to a rebar with BRG cap; thence
 4. SOUTH 13 degrees 05 minutes 53 seconds EAST 100.37 feet to a right-of-way monument; thence
 5. SOUTH 01 degree 47 minutes 17 seconds EAST 492.13 feet to a right-of-way monument; thence
 6. SOUTH 05 degrees 36 minutes 08 seconds EAST 124.02 feet to a rebar with BRG cap;

thence SOUTH 89 degrees 39 minutes 12 seconds WEST 1291.06 feet to a rebar with BRG cap on the east line of said Section 35; thence SOUTH 89 degrees 35 minutes 34 seconds WEST 2657.72 feet to a rebar with BRG cap on the west line of the southeast quarter of said Section 35; thence NORTH 00 degrees 57 minutes 10 seconds WEST along said west line a distance of 1540.00 feet to the POINT OF BEGINNING; containing 213.68 acres more or less.

PARCEL II

A part of the northeast quarter of Section 35, Township 14 North, Range 1 West, Hendricks County, Indiana, more particularly described as follows:

COMMENCING at the northwest corner of the southeast quarter of said Section 35, monumented by a stone; thence NORTH 00 degrees 18 minutes 16 seconds WEST along the west line of said quarter a distance of 537.74 feet to the north right-of-way of Interstate 70 and a 5/8 inch rebar with yellow plastic cap stamped "BRG INC 6892" hereinafter referred to as a rebar with BRG cap at the POINT OF BEGINNING; thence continuing along said west line NORTH 00 degrees 18 minutes 16 seconds WEST a distance of 349.12 feet to a rebar with BRG cap; thence NORTH 89 degrees 35 minutes 29 seconds EAST a distance of 867.43 feet to a rebar with BRG cap on said north right-of-way; thence SOUTH 67 degrees 40 minutes 57 seconds WEST along said right-of-way a distance of 935.63 feet to the POINT OF BEGINNING, containing 3.48 acres, more or less.

Hendricks County Council
Eric Wathen, President

Nancy Marsh
Hendricks County Auditor

Publish One Time: Republican April 25, 2019
Hendricks County Flyer April 27, 2019

EMERGENCY APPROPRIATION RESOLUTION

Whereas, certain extraordinary emergencies have developed since the adoption of the existing budget, so that it is necessary to appropriate more money than was appropriated in the annual budget; therefore, to meet such extraordinary emergencies;

Be it resolved by the County Council of Hendricks County, Indiana, that for the expense of said County the following additional sums of money are hereby appropriated and ordered set apart out of the several funds as herein and for the purpose herein specified, subject to the laws governing the same.

	DEPARTMENT	ACCOUNT	DESCRIPTION	AMOUNT	APPROVED
1.	Court Administration	1001.13590.000.0160	FICA & Medicare	\$2,678.00	
2.	Court Administration	1001.13591.000.0160	PERF	\$4,970.00	
3.	Court Administration	1001.13593.000.0160	Unemployment	\$23.00	
4.	Court Administration	1001.13592.000.0160	Group Insurance	\$7,781.00	
5.	Court Administration	1001.13594.000.0160	Worker's Comp	\$886.00	
6.	Court Administration	1001.32525.000.0160	Professional Dev.	\$2,500.00	
7.	Court Administration	1001.32800.000.0160	Cell Phones	\$5,000.00	
8.	Court Administration	1001.33000.000.0160	Mileage	\$1,500.00	
9.	Court Administration	1001.44600.000.0160	Computer Equip	\$5,000.00	
10.	CASA	1212.34501.000.0160	Advertising	\$2,000.00	
11.	Alternative Dispute	2202.44000.000.0160	Equipment	\$900.00	
12.	Pretrial Diversions	2501.30500.000.0108	Education & Conf.	\$1,826.15	
13.	Pretrial Diversions	2501.30500.000.0108	Education & Conf	\$186.24	
14.	Home Detention User	4922.44101.000.0151	Electronic Equip.	\$100,000.00	
15.	Heartland TIF	4401.41060.000.0102	Improvements	\$1,000,000.00	

Dated this 8th day of May 2019.

AYE

NAY

Caleb M. Brown

Caleb M. Brown

David Cox

David Cox

Larry R. Hesson

Larry R. Hesson

Larry R. Scott

Larry R. Scott

Eric Wathen

Eric Wathen

Brad Whicker

Brad Whicker

David Wyeth

David Wyeth

ATTEST:

Nancy L. Marsh, Auditor

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$2,678

Fund Name: County General
(Example – County General)

Account Name: FICA & Medicare
(Example – Supplies)

Account Number:	<u>1001</u>	<u>13590</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account for FICA & Medicare for the Youth Assistance Program ("YAP") coordinator. This amount corresponds to 6 months of a \$70,000 annual salary. It is anticipated that the coordinator's salary will be paid for using grant funds secured by the Plainfield Community School Corporation.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.
 I will not be attending the Council meeting.

s/Catherine Haines
 Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$4,970

Fund Name: County General

(Example – County General)

Account Name: PERF

(Example – Supplies)

Account Number: 1001 . 13591 . 000 . 160

	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account for PERF for the Youth Assistance Program ("YAP") coordinator. This amount corresponds to 6 months of a \$70,000 annual salary. It is anticipated that the coordinator's salary will be paid for using grant funds secured by the Plainfield Community School Corporation.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines

Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$23

Fund Name: County General
(Example – County General)

Account Name: Unemployment Insurance
(Example – Supplies)

Account Number:	<u>1001</u>	<u>13593</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account for unemployment insurance for the Youth Assistance Program ("YAP") coordinator. This amount corresponds to 6 months of a \$70,000 annual salary. It is anticipated that the coordinator's salary will be paid for using grant funds secured by the Plainfield Community School Corporation.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines
Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$7,871

Fund Name: County General
(Example – County General)

Account Name: Group Insurance
(Example – Supplies)

Account Number:	<u>1001</u>	<u>13592</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account for group insurance for the Youth Assistance Program ("YAP") coordinator. This amount corresponds to 6 months of a \$70,000 annual salary. It is anticipated that the coordinator's salary will be paid for using grant funds secured by the Plainfield Community School Corporation.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.
 I will not be attending the Council meeting.

s/Catherine Haines

 Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$886

Fund Name: County General

(Example – County General)

Account Name: Workmen's Comp

(Example – Supplies)

Account Number: 1001 . 13594 . 000 . 160

Example -	Fund #	Account #	Object #	Location #
	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account for workmen's comp for
the Youth Assistance Program ("YAP") coordinator. This amount corresponds
to 6 months of a \$70,000 annual salary. It is anticipated that the
coordinator's salary will be paid for using grant funds secured by the
Plainfield Community School Corporation.
Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines

Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$2,500

Fund Name: County General
(Example – County General)

Account Name: Professional Development
(Example – Supplies)

Account Number:	<u>1001</u>	<u>32525</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting an account to pay for job-related education expenses incurred by the Youth Assistance Program ("YAP") coordinator.

Judge Love will be attending the Council meeting.

- I will be attending the Council meeting.
- I will not be attending the Council meeting.

s/Catherine Haines

Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$5,000

Fund Name: County General
(Example – County General)

Account Name: Cell Phones
(Example – Supplies)

Account Number:	<u>1001</u>	<u>32800</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

We are respectfully requesting a smartphone with an unlimited data plan for the Youth Assistance Program ("YAP") coordinator.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines
Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$1,500

Fund Name: County General

(Example – County General)

Account Name: Mileage

(Example – Supplies)

Account Number: 1001 . 33000 . 000 . 160

Example -	Fund #	Account #	Object #	Location #
	100	20100	000	102

Explanation of Request:

We are respectfully requesting mileage reimbursement for work-related travel by the Youth Assistance Program ("YAP") coordinator.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines

Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/17/19

Amount: \$5,000

Fund Name: County General

(Example – County General)

Account Name: Computer Equipment

(Example – Supplies)

Account Number: 1001 . 44600 . 000 . 160

Example -	Fund #	Account #	Object #	Location #
	100	20100	000	102

Explanation of Request:

We are respectfully requesting a laptop, docking station, printer, and Wi-Fi hotspot for the Youth Assistance Program ("YAP") coordinator.

Judge Love will be attending the Council meeting.

I will be attending the Council meeting.

I will not be attending the Council meeting.

s/Catherine Haines

Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/15/19

Amount: \$2,000

Fund Name: CASA
(Example – County General)

Account Name: Advertising
(Example – Supplies)

Account Number:	<u>1212</u>	<u>34501</u>	<u>000</u>	<u>160</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

Our CASA Program recently received a Public Relations Grant from the Indiana Office of Court Services. At this time, we are respectfully requesting appropriation of \$2,000 of these funds to purchase advertising spots on WYRZ.

- I will be attending the Council meeting.
- I will not be attending the Council meeting.

s/Catherine Haines
Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 4/12/19

Amount: \$900

Fund Name: Alternative Dispute Resolution Fund
(Example – County General)

Account Name: Equipment
(Example – Supplies)

Account Number:	2202	44000	000	160
Example -	Fund # 100	Account # 20100	Object # 000	Location # 102

Explanation of Request:

Our program administrator's laptop is more than 4 years old, and its performance has slowed down. Doug has kindly obtained a quote for a replacement laptop and docking station. A new docking station is required, since the replacement laptop will be an HP, while her current laptop (and docking station) is a Dell.

I will be attending the Council meeting.
 I will not be attending the Council meeting.

s/Catherine Haines
Authorized Signature

Auditor's Notes:

REQUEST FOR EMERGENCY APPROPRIATION

Date: 04/17/19

Amount: \$ 1,826 .15

Fund Name: Pretrial Diversions

(Example – County General)

Account Name: Education/Conferences

(Example – Supplies)

Account Number: 2501 . 30500 . 000 . 0108

Example -	Fund # 100	Account # 20100	Object # 000	Location # 102
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Explanation of Request:

Travis Crane attended a 2019 National Conference on Juvenile Justice and was awarded a scholarship from Indiana Prosecuting Attorneys Council to reimburse his registration, lodging, etc. expenses. We wish to deposit the reimbursement amount of \$1,826.15 back into account # 30500 so other Deputy Prosecutors may attend conferences for continuing legal education this year.

I will be attending the Council meeting.

I will not be attending the Council meeting.



Authorized Signature

Auditor's Notes:

Jennifer Paris

From: Tamela D. Mitchell
Sent: Monday, April 15, 2019 3:18 PM
To: Jennifer Paris
Cc: Wanda Cox
Subject: correction Quietus 44656

Jennifer,

I've corrected the quietus.

[-] Bundle : CORR (2 Items, 0.00)								
Receipt Adjustment	04/15/2019	2501	00039	000	0108	1,826.15	044656	
Receipt Adjustment	04/15/2019	2051	00039	000	0108	(1,826.15)	044656	
2 Items						0.00		
[+] Bundle : CORRECT (2 Items, 0.00)								

Tami

Tamela D. Mitchell
Financial Administrator
Hendricks County
355 S. Washington St. #202
Danville, IN 46122
317-745-9342
317-745-9389 (Fax)

44656

Approved by State Board of Accounts
For Hendricks County 2002

QUIETUS

April 15, 2019

Receipt No: 044656

Issued To: AUDITOR OF STATE

Total: *****15,023.48

Fifteen Thousand Twenty Three and 48/100 dollars

On Account Of: ACH PAYMENT 04.15.19

Comment:


APRIL /TRAINING FOR TRAVIS TO CRANE
FEB / WHEEL TAX DIST 03.25.19-03.31

Payment Types: 15,023.48 EFT

Bank: 001 FIRST FINANCIAL

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
414.93	6020.00083.000.0400	Wheel & Excise Tax	Wheel & Excise Tax Distributio	
6,732.95	8130.00005.000.0214	93.268 Immunization R	Federal Grant Receipts	
1,826.15	2051.00039.000.0108	Juvenile Probation Fees	Other Refunds & Reimburseme	
6,049.45	9119.00095.000.0160	JDAI DOC Grant	FUNDS FROM DOC	



NANCY L. MARSH, AUDITOR

(W) ORIGINAL (B) FILE (Y) TREASURER (P) AUDITOR

Printed by User ID: wcox on 04/15/2019 09:37 am

REQUEST FOR EMERGENCY APPROPRIATION

Date: 04/17/19

Amount: \$ 186.24

Fund Name: Pretrial Diversion

(Example – County General)

Account Name: Education/Conferences

(Example – Supplies)

Account Number: 2501 30500 000 0108

Example -	Fund #	Account #	Object #	Location #
	100	20100	000	102

Explanation of Request:

Travis Crane attended a 2019 National Conference on Juvenile Justice and was
awarded a scholarship from Indiana Prosecuting Attorneys Council to reimburse
his registration, lodging, etc. expenses. Westin Hotel waived their resort fee
upon checkout which caused an overpayment. We wish to deposit the
overpayment of \$186.24 back into account # 30500 so other Deputy
Prosecutors may attend conferences for continuing legal education this year.

 I will be attending the Council meeting.

 X I will not be attending the Council meeting.



Authorized Signature

Auditor's Notes:

QUIETUS

April 17, 2019

Receipt No: **044688**

Issued To: BAUMAN-CRANE TRAVIS L

Total: **\$*****186.24**

One Hundred Eighty Six and 24/100 dollars

On Account Of: OVERPAYMENT FOR CONFERENCE

Comment:

Payment Types: 186.24 Check

Bank: 001 FIRST FINANCIAL

Project:

Amount	Budget Account Code	Fund Description	Account Description	Notes:
186.24	2501.00039.000.0108	Pretrial Diversions	Other Refunds & Reimburseme	

NANCY L. MARSH, AUDITOR

REQUEST FOR EMERGENCY APPROPRIATION

Date: 3/15/19

Amount: 100,000.00

Fund Name: Home Detention User Fees
(Example - County General)

Account Name: Home Detention Fees/Electronic Monitoring Equip.
(Example - Supplies)

Account Number: 4922 . 44101 . 000 . 0151
Example -

Fund #	Account #	Object #	Location #
100	20100	000	102

Explanation of Request:

Request to be considered at 5/8/19 Council Mtg. after advertisement. \$150,000.00 has been requested from Doc Grant App and will hopefully be granted beginning July, 2019. However, if not additional funds needed to cover increase of cost from Electronic Monitoring Co. from \$1.75/unit to \$2.60/unit that went into effect Feb, 2019. after initial deal offered in 2015 expired. Additional server costs also went into effect.

- I will be attending the Council meeting.
- I will not be attending the Council meeting.

Susan Bentley
Authorized Signatory

HENDRICKS COUNTY BOARD OF COMMISSIONERS

MATTHEW D. WHETSTONE, PRESIDENT
 PHYLLIS A. PALMER, VICE PRESIDENT
 BOB GENTRY, MEMBER



355 S. WASHINGTON STREET #204
 DANVILLE, IN 46122
 TELEPHONE (317) 745-9221

AGENDA REQUEST FORM

Name of Requestor:	Susan Bentley	Department/Office:	Probation
Address: (IF NOT A COUNTY EMPLOYEE)		Email Address:	sbentley@co.hendricks.in.us
		Telephone Number:	317-745-9247
Date of Request:	4/15/19	Date of Meeting:	4/23/19
Matter of Request:	New B-1. Service Contracts for Approval		
Documents Attached:	Maintenance and Service Contracts (2)		
COMPLETE THE FOLLOWING IF SUBMITTING A CONTRACT/AGREEMENT			
Is this a Renewal?	If yes, what is the expiration date?		one year from effective date
	If no, what is the proposed expiration date?		
	Are the terms the same as the prior contract?		<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO
	If no, describe what has changed?		
Amount of Contract:	33,600. ⁰⁰ / dependent upon use	Fund to be Paid From:	4922 - Home Det User Fees
Has the Other Contractual Party Signed the Document?			<input checked="" type="checkbox"/> YES or <input type="checkbox"/> NO
Has the Document been Reviewed by Counsel for Approval?			<input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO

scheduled to appear 5/18/19 for Council

Please email this completed form for consideration, along with all supporting documentation to Mila Shaffer at mshaffer@co.hendricks.in.us, or hand deliver to the Commissioners' Office.

The Agenda Request Form submission deadline is noon on the Thursday prior to each Commissioners' Meeting, except when affected by a County Holiday or an Emergency Closing. For exact deadline dates, please review the Agenda Request Form Deadline Dates noted on the Commissioners' Calendar of Deadline Submission Dates for Agenda Requests, Supporting Documents, and Staff Reports.

ELECTRONIC MONITORING SERVICE AGREEMENT

Agreement No. 040819CW1

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and HENDRICKS COUNTY ADULT PROBATION ("Agency") with its principal place of business at 101 W. Marion Street, Danville, IN 46122.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

Upon full execution of this agreement, Monitoring Service Agreement No. 091609VG2 and Exacutrack Service Agreement No. 052405TS4 shall terminate.

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 "Active Unit": A Unit which is assigned to a Client and is being monitored by BI.
- 1.2 "Active Unit Day": Any day, or any portion thereof, in which there is an Active Unit.
- 1.3 "Authorized Personnel": Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- 1.4 "Client": A person subject to Agency's electronic monitoring program.
- 1.5 "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.6 "Documentation": User guides, reference manuals, and other documentation provided by BI in connection with the Equipment provided under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.7 "Equipment" or "Unit": Manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.
- 1.8 "GPS": Global positioning system.
- 1.9 "Supplies": Straps, latches, and batteries for the BI transmitter.

2. Monitoring Service

- 2.1 **Description.** The Monitoring Service consists of Equipment or Units and BI's central host computer system running TotalAccess or similar monitoring software applications (described below). Units are issued to the Clients by the Agency. The TotalAccess system is located in BI's offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.
- 2.2 **TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment
- 2.3 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be

temporarily 'off-line'. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI's SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the services provided in this Agreement prior to the commencement of the Agency's electronic monitoring program. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI.

3.1.2 TotalAccess Training. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available and may be subject to a training charge.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment provided hereunder at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 3.4 below.

3.4 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels or without an RMA number will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

4. EQUIPMENT

4.1 Supplied by BI. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.

4.3 Inspection of Equipment. Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

4.4 Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

- 5.1 to identify Authorized Personnel;
- 5.2 to retain complete authority and responsibility for Client selection, enrollment and alert management;
- 5.3 to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4 to fulfill all Agency requirements to access and utilize BI's TotalAccess monitoring system;
- 5.5 to perform or oversee orientation in compliance with BI policy. Orientation, in accordance with BI policy, establishes Equipment use guidelines. Agency will ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment.
- 5.6 to be responsible for the proper use, management and supervision of Equipment; and
- 5.7 to ensure that users have completed training in access and use of the Monitoring Service, including TotalAccess.

6. COST OF SERVICES

- 6.1 **Unit Rental Charge.** For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.
- 6.2 **Additional Rental Charge.** For any additional items of Equipment or component of a Unit provided by BI and in Agency's possession, Agency shall pay to BI daily or monthly rent for that item of Equipment as set forth in Exhibit A.
- 6.3 **Service Charge.** Every Active Unit is subject to a daily charge as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.
- 6.4 **Net 30.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 6.5 **Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

- 7.1 **Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- 7.2 **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.
- 7.3 **Notice.** All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 7.4 **Termination for Default.** This Agreement may be terminated by a party upon thirty (30) days prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of any term of this Agreement, and the defaulting party does not remedy such default or breach within thirty (30) days following the date of such notice.
- 7.5 **Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the term of this Agreement or thereafter.

8. LIMITATION OF LIABILITY

- 8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

- 8.2 Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MONITORING SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 8.3 Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- 8.4 Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.
- 8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION COVENANTS

- 9.1 General.** BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein. Agency will indemnify BI from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 9.2 Acts.** Because BI does not approve those persons and/or Clients subject to Agency's electronic monitoring program, Agency agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its electronic monitoring program.
As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 9.3 Survival.** This Section 9 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 10.1** BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.
- 10.2** Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Documentation or any confidential information or trade secrets of BI.
- 10.3** BI will issue Agency a login ID and a password for use in accessing Total Access and the specific Client information for that Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password

or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.

- 10.4 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.
- 10.5 Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and could result in criminal and civil liability.
- 10.6 Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services – both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

13. GENERAL

13.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.

13.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

13.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

15. ENTIRE AGREEMENT. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

16. **ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written approval of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

HENDRICKS COUNTY ADULT PROBATION

Ruth Skerjanec
Signature

Signature

Ruth Skerjanec
Printed Name

Printed Name

VP, Financial Planning
Printed Title

Printed Title

4/8/19
Date

Date

EXHIBIT A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT
Agreement No. 040819CW1 ("Agreement")
between
BI INCORPORATED ("BI")
and
HENDRICKS COUNTY ADULT PROBATION ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

Service - Standard

HOMEGUARD 206 UNIT TERMS AND CHARGES:

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$2.05	per day per Unit provided from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$0.90	per Unit per active day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$2.95	per Unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Three (3) HG206 HomeGuard Digital Cell Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, 3 inactive HG206 HomeGuard Digital Cell Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 3 spare(s) allowance, Agency will incur a \$2.05 charge per unit per day.

No HG206 HomeGuard Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

SL2 UNIT TERMS AND CHARGES:

SL2 Unit Rental Charge:	\$2.85	per day per Unit provided from BI inventory.
SL2 Unit Monitoring Service Charge:	\$2.60	per Unit per active day.
Total SL2 Unit Charge:	\$5.45	per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Three (3) SL2 Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, 3 inactive SL2 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 3 spares allowance, Agency will incur a \$2.85 charge per unit per day.

No SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL2 Units. Replacement cost for SL2 Units is \$800.00 each.

SL2 Accessories: BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

LOC8 TERMS AND CHARGES:

LOC8 Component Rental: \$2.85 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.240.W5.C0.ZX SERVICE:

LOC8 - GPS Collection Rate once per minute, Data Transmission every 240 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.240.W5.C0 ZX Service: \$1.00 per day per Unit provided from BI inventory.

LOC8 1.240.W5.C0 ZX Total: \$3.85 (total of LOC8 Components and LOC8 1.240.W5.C0 ZX Service charges)

OPTION B: LOC8 WITH 1.30.W5.C0 ZXSERVICE

LOC8 - GPS Collection Rate once per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), No Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.30.W5.C0 ZX Service: \$1.00 per day per Unit provided from BI inventory.

LOC8 1.30.W5.C0 ZX Total: \$3.85 (total of LOC8 Components and LOC8 1.30.W5.C0 ZX Service charges)

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Ten (10) LOC8 Unit No-charge Spare(s): Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, Ten (10) LOC8 Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the Ten (10) spare(s) allowance, Agency will incur a \$2.85 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No LOC8 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.

Replacement costs: LOC8 Tracking Unit - \$2,099.00 each; LOC8 Beacon - \$300.00 each;

Supplies: LOC8 Power Supply - \$49.00 each; LOC8 Battery - \$35.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT

Agreement No. 032919CH1

This Agreement ("Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and HENDRICKS COUNTY ADULT PROBATION with its principal place of business at 101 West Marion Street, Danville, IN 46122 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

WHEREAS, Customer is authorized to enter into this Agreement by the laws and regulations to which Customer is subject; and

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the services purchased hereunder; and

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

1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

2. AGREEMENT TERM:	12 Months
3. EFFECTIVE DATES OF COVERAGE:	April 1, 2019 through March 31, 2020
4. TOTAL ANNUAL COST OF COVERAGE:	\$33,600.00
5. MONTHLY PAYMENT:	\$2,800.00
6. SCHEDULE OF COVERED EQUIPMENT:	See Exhibit A
7. DISPOSABLE SUPPLIES:	

HG-206 units: For every year (twelve month period) of the Term hereof, Customer is entitled to four (4) HG Anti-tamper straps, four (4) HG Male/female latch sets, and one (1) HG battery per Transmitter/Receiver covered hereunder per complete HomeGuard Unit or per Transmitter covered separately.

SL2: For every year (twelve month period) of the Term hereof, Customer is entitled to ten (10) mouthpieces per SL2 Unit covered hereunder.

8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

BI INCORPORATED

Ruth Skerjanec
Signature

Ruth Skerjanec
Printed Name

VP, Financial Planning
Printed Title

3/29/19
Date

HENDRICKS COUNTY ADULT PROBATION

Signature

Printed Name

Printed Title

Date

EXHIBIT A
 to the
 EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
 Agreement No. 032919CH1 ("Agreement")
 between
 BI INCORPORATED ("BI")
 and
 HENDRICKS COUNTY ADULT PROBATION ("Customer")

Quantity	Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
FIELD EQUIPMENT - The Coverage for the following Equipment is as set forth on the BI HomeGuard - Field Equipment and SL2 Warranty and Support sheets which are attached hereto and made a part hereof.						
69	HG-206 Unit	See Exhibit B	\$354.00	April 1, 2019	March 31, 2020	\$24,426.00
57	SL2	See Exhibit B	\$139.00	April 1, 2019	March 31, 2020	\$7,923.00
18	SL2	See Exhibit B	\$139.00	Oct. 1, 2029	March 31, 2020	\$1,251.00
					Total Maintenance for Term Specified:	<u>\$33,600.00</u>

EXHIBIT B
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 032919CH1 ("Agreement")
between
BI INCORPORATED ("BI")
and
HENDRICKS COUNTY ADULT PROBATION ("Customer")

HENDRICKS COUNTY PROBATION #889

*Purchased 9/28/18

<u>Homeguard 206</u>	<u>Transmitters</u>	<u>SL2</u>
1 HGR7751257	1 HGM9405710	1 SL2100024F
2 HGR7757327	2 HGM9413666	2 SL210056A0
3 HGR7758231	3 HGM9413889	3 SL210056AF
4 HGR7768179	4 HGM9447579	4 SL210056B6
5 HGR7771077	5 HGM9447730	5 SL210056CA
6 HGR7771099	6 HGM9465112	6 SL21005712
7 HGR7771277	7 HGM9465174	7 SL21005722
8 HGR7771278	8 HGM9465175	8 SL21005726
9 HGR7771279	9 HGM9465178	9 SL21005728
10 HGR7771291	10 HGM9465180	10 SL21005733
11 HGR7771292	11 HGM9465181	11 SL21005D31
12 HGR7771307	12 HGM9465182	12 SL21005D33
13 HGR7771308	13 HGM9465183	13 SL2100604D
14 HGR7771309	14 HGM9465184	14 SL210062E9
15 HGR7771330	15 HGM9465186	15 SL4000016F
16 HGR7771331	16 HGM9465195	16 SL400009D2
17 HGR7771332	17 HGM9465196	17 SL40000A3D
18 HGR7771334	18 HGM9465197	18 SL40000FDB
19 HGR7771337	19 HGM9465198	19 SL40001037
20 HGR7771338	20 HGM9465199	20 SL4000110F
21 HGR7771345	21 HGM9465200	21 SL40001124
22 HGR7771346	22 HGM9465213	22 SL40001125
23 HGR7771347	23 HGM9465215	23 SL40001128
24 HGR7771348	24 HGM9465218	24 SL400011AB
25 HGR7771349	25 HGM9465219	25 SL400011C0
26 HGR7771360	26 HGM9465220	26 SL400011C6
27 HGR7771361	27 HGM9465221	27 SL400011C7
28 HGR7771362	28 HGM9465224	28 SL400011C8
29 HGR7771363	29 HGM9465225	29 SL400011CC
30 HGR7771364	30 HGM9465226	30 SL400011CF
31 HGR7771365	31 HGM9465229	31 SL40001226
32 HGR7771366	32 HGM9465230	32 SL40001227
33 HGR7771495	33 HGM9465233	33 SL4000122B

34	HGR7771496	34	HGM9465234	34	SL4000122D
35	HGR7771497	35	HGM9465235	35	SL4000124C
36	HGR7771498	36	HGM9465244	36	SL4000133A
37	HGR7771499	37	HGM9465245	37	SL400017BD
38	HGR7771500	38	HGM9465246	38	SL400019E4
39	HGR7771501	39	HGM9465256	39	SL40001A06
40	HGR7771503	40	HGM9465258	40	SL40001ACD
41	HGR7771505	41	HGM9465259	41	SL40001B74
42	HGR7771506	42	HGM9465262	42	SL40001F6E
43	HGR7771507	43	HGM9465263	43	SL40001FA3
44	HGR7771508	44	HGM9465264	44	SL40001FA9
45	HGR7771509	45	HGM9465266	45	SL40001FB3
46	HGR7771510	46	HGM9465267	46	SL40001FC4
47	HGR7771511	47	HGM9465268	47	SL40001FCE
48	HGR7771512	48	HGM9465269	48	SL40002620
49	HGR7771513	49	HGM9465272	49	SL40002D2B
50	HGR7771517	50	HGM9465273	50	SL400034BE
51	HGR7771518	51	HGM9465274	51	SL400036F7
52	HGR7771520	52	HGM9465275	52	SL400036F9
53	HGR7771521	53	HGM9465276	53	SL400036FB
54	HGR7771522	54	HGM9465277	54	SL400036FC
55	HGR7771523	55	HGM9465278	55	SL400036FD
56	HGR7771526	56	HGM9465279	56	SL400036FE
57	HGR7771527	57	HGM9465280	57	SL400036FF
58	HGR7771528	58	HGM9465281	58	SL40003700
59	HGR7771529	59	HGM9465282	59	SL40003702
60	HGR7771530	60	HGM9465283	60	SL40003703
61	HGR7771534	61	HGM9465284	61	SL40003704
62	HGR7771535	62	HGM9465285	62	SL40003708
63	HGR7771536	63	HGM9465409	63	SL40003709
64	HGR7771539	64	HGM9465410	64	SL4000370B
65	HGR7771540	65	HGM9465411	65	SL4000370C
66	HGR7771541	66	HGM9465412	66	SL4000370D
67	HGR7771542	67	HGM9466584	67	SL4000370E
68	HGR7771545	68	HGM9466592	68	SL40003718
69	HGR7773975	69	HGM9469584	69	SL40003B8C
				70	SL40003D1A
				71	SL4000411A
				72	SL4000411E
				73	SL4000411F
				74	SL4000415B
				75	SL4000415F

**HOMEGUARD™ - FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE**

- 1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI HomeGuard™ field equipment. For the purposes of this warranty, BI HomeGuard™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.
- 2. Term** - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").
- 3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.
- 4. Freight** - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.
- 5. Technical Support** - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.
- 6. Exclusions** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.
- 7. Limitation of Liability**- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.
- 8. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.
- 9. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

SL2
WARRANTY AND SUPPORT COVERAGE

- 1. General** - The term "Customer" used herein shall refer to the Customer, Lessee or Reseller as specifically defined in the Agreement which incorporates this document. The term "BI" used herein shall refer to BI Incorporated and its agents, representatives and employees. The term "Affiliated Entities" shall refer to BI's parents, subsidiaries, and affiliates, and SOBERLINK, INC., the manufacturer of the SL2. This warranty is provided only on the SL2 alcohol monitoring devices (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Except as provided herein, BI provides the Equipment "as is". Customer will be responsible for the proper use, management, supervision and calibration of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect. This warranty is limited to Customer and is not transferable to, or enforceable by, any subsequent owner. Any such transfer shall void the Warranty provided hereunder.
- 2. Term** - The warranty coverage provided hereunder is available to Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").
- 3. Service and Parts** - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.
- 4. Freight** - Equipment which is to be returned to BI for service/calibration under this warranty shall be returned in accordance with BI's RMA policy described in Section 9.
- 5. Calibration** - The Equipment tracks the number of tests performed. After every 1500 tests ("Calibration Period"), Customer should send the Equipment to BI for a calibration check. It is the Customer's responsibility to ensure that the Equipment's calibration is maintained. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is not calibrated within the Calibration Period. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is calibrated by a source other than BI.
- 6. Technical Support** - Technical Support entitles Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.
- 7. Exclusions and Disclaimers** - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by Customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, service performed by anyone other than BI or its designee, operation of the Equipment outside its intended or permitted use described by BI, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations to the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OF ALCOHOL UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. BI DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT WILL BE ERROR-FREE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL. TO THE EXTENT PERMITTED BY THE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, BI SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF BI CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY BI IN ITS SOLE DISCRETION. THE AFFILIATED ENTITIES MAKE NO WARRANTIES TO CUSTOMER.
- 8. Limitation of Liability** - BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment. EXCEPT AS PROVIDED IN THIS WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BI AND THE AFFILIATED ENTITIES ARE NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE OR INCOME; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS FROM A CONTRACT); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR LOSS OF REPUTATION.
- 9. Return Material Authorization (RMA) Policy** - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Customer with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number, will be charged back to Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty (50) SL2 units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Business Services Department is available to Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.
- 10. Non-Warranty Repairs** - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of the Equipment's receipt by BI, the Equipment will be returned and Customer will be subject to the minimum service charge of \$50.00.

REQUEST FOR EMERGENCY APPROPRIATION

Date: 05/03/19

Amount: \$ 1,000,000

Fund Name: TIF COLLECTION GUILFORD/HEARTLAND
(Example - County General)

Account Name: OTHER IMPROVEMENTS
(Example - Supplies)

Account Number:	<u>4401</u>	<u>41060</u>	<u>000</u>	<u>102</u>
	Fund #	Account #	Object #	Location #
Example -	100	20100	000	102

Explanation of Request:

ROAD IMPROVEMENTS AT HEARTLAND CROSSING

I will be attending the Council meeting.

I will not be attending the Council meeting.

Nancy Marsh / John Ayers
Authorized Signature

Auditor's Notes:

REALLOCATION OF FUNDS RESOLUTION

Be it resolved by the County Council of Hendricks County, Indiana, that for the expenses of the unit of Government of Hendricks County, the following sums of money previously appropriated for expenditures from a detailed account within a major classification, are hereby reallocated to another detailed account within a different classification as originally appropriated, all as herein specified.

	DEPARTMENT	FROM	TO	AMOUNT	Y/N
1.	Food & Beverage	1157.39900.000.0102	1157.20200.000.0154	\$35,000.00	

Adopted this 8th day of May 2019.

AYE

NAY

Caleb M. Brown

Caleb M. Brown

David Cox

David Cox

Larry R. Hesson

Larry R. Hesson

Larry R. Scott

Larry R. Scott

Eric Wathen

Eric Wathen

Brad Whicker

Brad Whicker

David Wyeth

David Wyeth

ATTEST: _____
Nancy L. Marsh, Auditor

REQUEST FOR TRANSFER OF FUNDS

(Transfer must be within the same fund and department)

DATE: 05/03/19

FROM:	<u>1157 39900 000 102</u> Full Account Number	<u>Miscellaneous</u> Account Description
TO:	<u>1157 20200 000 154</u> Full Account Number	<u>Operating Supplies</u> Account Description
AMOUNT:	<u>\$ 35,000</u>	
Example -	<u>100.20100.000.102</u> Fund # Account # Object # Location #	<u>Office Supplies</u> Account Description

All transfers within Personal services accounts must be presented to the County Council as well as transfers from one budget classification to another.

Budget Classifications:
10000 Personal Services
20000 Supplies
30000 Other Services & Charges
40000 Capital Outlays

Explanation of Request:

Auditor's Office (Financial Administrator) failed to advertise an additional for this request, so asking we are asking for a transfer. In 2014, the facility was granted an additional in the amount of \$150,000 to cover annual salary raises and any shortages while operating throughout the fiscal year. In 2014, we served 320 residents and in 2018 the total served was 608. Since that time, each grant cycle we have requested an additional \$30,000 in operating supplies but it has not been funded.

I will be attending the Council meeting.
 I will not be attending the Council meeting.

Authorized Signature

Auditor's Notes: