



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
Citizens Square Suite 410 · 200 East Berry Street · Fort Wayne, IN 46802
Phone: 260.449.7555 FAX: 260.449.7568

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

Commissioners' Legislative Session
10:00 AM Friday, July 14, 2017
Council Chambers Courtroom – Citizens Square

1. Consider approval of the minutes of July 7, 2017.
2. Consider approval of Agreement between the Board of Commissioners and BI Incorporated for extended warranty and support services agreement on behalf of Allen County Community Corrections.
3. Consider approval of Consent Resolution for BF Goodrich Tire Manufacturing
4. Consider approval of Consent Resolution for CRD Management and Saratoga Potato Chips
5. Consider approval of Consent Resolution for Lippert Components;
6. Consider approval of Consent Resolution for Superior Aluminum Alloys;
7. Consider approval of Bid Award for Bid Ref # 07-17 for HMA Resurface Package #1 for Monroeville Rd from Marion Center Rd to Minnich Rd, Project # 0701017, Monroeville Rd Culvert 5399 over Snyder Sarfars Drain (Emanuel Rd to Wayne Trace), Project # 1800916, and Wayne Trace from Monroeville Rd to Adams Center Rd, Project # 0701317, to the lowest bidder, Brooks Construction Co. Inc., in the amount of \$506,732.00.
8. Consider approval of Bid Ref # 08-17 for Cedar Lakes Subdivision for 60/40 resurface, Cedar Oaks Lane - Project # 0700417, Banyan Court, Project # 0700517, and Secluded Place, Project # 0700617, to the lowest bidder, API Construction Corp., in the amount of \$83,389.00.
9. Consider approval for Bid Award for Bid Ref # 09-17 for Coldwater Rd Widening from ±3300' North of Union Chapel to 500' North of Pion Rd, Project # 1200316, to the lowest bidder, E & B Paving, Inc., in the amount of \$546,414.49
10. Consider approval of Bid Ref # 10-17 for West Hamilton Place Subdivision for 60/40 resurface, West Hamilton Place, Project # 0700117, Aboit Cove, Project # 0700217, and Beeson Cove, Project # 0700317, to the lowest bidder, Brooks Construction Co, Inc., in the amount of \$43,464.00.
11. Consider approval of Bid Ref # 06-17 for Rock Salt for the 2017-2018 Winter Season to the lowest bidder, Cargill Salt, in the amount of \$54.00 per ton for pick up and \$56.78 per ton for delivery.
12. Consider approval of interlocal cooperation agreement between the Board of Commissioners and City of Fort Wayne for the exchange of services related to river cleanup.
13. Consider approval of addition to the Allen County Code Title 12 (Financial) – Article 221 (Allen County Abandoned Vehicle Fund).

- 14. Consider approval of grant agreement between the Board of Commissioners and Indiana Family and Social Services Administration for funding for Adult Protective Services on behalf of the Prosecutor's Office.**
- 15. Consider approval of resolution for the reporting of hours worked by members of the Board of Commissioners of the County of Allen.**
- 16. Consider approval of plat: Whisper Rock Section IV and Morgan Creek Section VI**
- 17. Consider approval of claims submitted for payment.**
- 18. Other Business:**
- 19. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 14, 2017.**
- 20. Comments from the Public**
- 21. Motion to Adjourn.**

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square Building Suite 410 · 200 E. Berry Street · Fort Wayne, IN 46802

Phone: 260.449.7555 FAX: 260.449.7568

NELSON PETERS LINDA K. BLOOM THERESE BROWN

MINUTES

Commissioners' Legislative Session
10:00 a.m., Friday, July 7, 2017
Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Linda Bloom and Nelson Peters

Others Present:	Chris Cloud	Commissioners Office
	Mike Green	Commissioners Office
	Jenni Overman	Commissioners Office
	Bill Fishering	County Attorney
	Dawn Rose	Purchasing
	Charity Murphy	HR Atty./Risk Manager
	Michelle Wood	DPS
	Bill Hartman	Highway Director
	Beth Lock	Commissioners Office
	Rosa S Rodriguez	JG
	Kevin Leininger	News Sentinel

Commissioner Brown called the meeting to order at 10:06 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Consider approval of the minutes of June 23, 2017.** Commissioner Peters made a motion to approve the minutes of June 23, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.
- 2. Consider approval of agreement between the Board of Commissioners and Maverick Energy Consulting for natural gas consulting services.** Dawn Rose, Purchasing Director, presented this item. She stated this was an extension of the Maverick Energy Consulting Contract. They have been our consultants since 2004. She stated we are part of a consortium called Sedge Community Energy Gas Group and Maverick hedges basically about 50% of our natural gas purchases for this entire group and has saved us a considerable amount of money. This is a five year contract. The rate has not changed. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and Maverick Energy Consulting for natural gas consulting services. Commissioner Peters seconded the motion. Motion carried 3-0.
- 3. Consider approval of 2017-2018 property and casualty insurance.** Charity Murphy, Risk Manager, stated this runs from July 1, 2017 to June 30, 2018. She stated that for the third year in a row coverages have remained stable and in fact we have increased the amount of property coverage that we have and have been able to reduce the total premium for that coverage for this year. For our casualty insurance lines we have been able to maintain that at a relatively steady rate. It was at \$207,002 last year and it is \$209,653 this year and that is for the same coverages as well for both auto and general liability. We are able to maintain our crime insurance policy which is in lieu of individual blanket bonds for elected officials and department heads. We also have the additional cyber insurance coverage. As you know that has become very important of late. We have some coverage in our property plan however we get an add-on which covers notifications, credit monitoring for 250,000 residents in Allen County if there was ever a cyber breach. The total annual premium for all the coverages is \$448,715. Commissioner Peters made a motion to approve the 2017-2018 property and casualty insurance. Commissioner Bloom seconded the motion. Motion carried 3-0.

4. **Consider approval of Rezoning Petition #REZ-2017-0019 to rezone 85 acres on the north side of the 100 to 300 blocks of West Cedar Canyons Road and on the east side of the 16400 to 17000 blocks of Kell Road from A1/Agricultural to R1/Single Family Residential for a 93-lot single family residential subdivision.** Michelle Wood, DPS, presented this item. She stated that 6 of the 93 lots will come off on a single cul de sac off of Kell Road and then end there because there is a lot of grade change on this site. There's an old quarry and a large lake on the north portion of the property. The remaining lots will come off of Cedar Canyons Road. There was some concern from neighbors at the hearing about traffic mainly on Cedar Canyons Road. She stated she thinks right now because of the Gump Road improvements there are different traffic patterns that they are noticing because of detours and that will probably dissipate as improvements are completed. We did not have concern from Highway Department as far as capacity. There was some question about storm water and the existing pond and not wanting to affect the clarity of that. There are other detention basins that are handling storm water in the subdivision. If they are adding anything to that, they're going to have to have a controlled outlet and they are going to have to treat the water. According to the developer they would not be affecting the levels more than they already are in that lake. That was another concern of the neighbor. Commissioner Peters asked how they oversee or enforce that in the planning process. She stated the Surveyor's office would oversee that. Through the planning process which they do oversee, they would be getting sign offs from Surveyor, Highway, their typical reviewing agencies and they would have to do that. They did change the plan slightly after the hearing by having another connection to the east so there will be another stub street and potential for development further east. She said there was a unanimous do pass recommendation. Commissioner Bloom made a motion to approve Rezoning Petition #REZ-2017-0019 to rezone 85 acres on the north side of the 100 to 300 blocks of West Cedar Canyons Road and on the east side of the 16400 to 17000 blocks of Kell Road from A1/Agricultural to R1/Single Family Residential for a 93-lot single family residential subdivision. Commissioner Peters seconded the motion. Motion carried 3-0.
5. **Consider approval of Contract between the Board of Commissioners and Butler, Fairman, Seufert, Inc. for Construction Inspection Services for Tillman Rd-Minnich Rd Roundabout, Project # 1200113. In the amount of \$151,800.00.** Bill Hartman, Highway Director, stated this is a contract they hope to bid out in the fall of this year. The contract terms are spelled out by INDOT and we negotiate with Butler Fairman on the price. It is 80/20 reimbursement. Commissioner Bloom made a motion to approve the Contract between the Board of Commissioners and Butler, Fairman, Seufert, Inc. for Construction Inspection Services for Tillman Rd-Minnich Rd Roundabout, Project # 1200113. In the amount of \$151,800.00. Commissioner Peters seconded the motion. Motion carried 3-0.
6. **Consider approval of Change Order # 1 for Bid Ref # 03-17 for Winters Road Extended , Project # 0700416. In the amount of \$\$411,447.18.** Bill Hartman, Highway Director, stated the bulk of this is for drying of the soils. During compaction for the new road, because May was one of the wettest months we have had and we are on a tight schedule, a lot of additional ag lime was added to the road in order to achieve compaction necessary. That's what this is. Commissioner Peters made a motion to approve Change Order # 1 for Bid Ref # 03-17 for Winters Road Extended. Commissioner Bloom seconded the motion. Motion carried 3-0.
7. **Consider approval of Warranty Deed for Washington Center Rd Bridge # 95 over Spy Run Creek, Project # 0100113**
 - a. **Parcel 6 – JRM Realty, LLC**

Bill Hartman, Highway Director, stated this is the 6th of the 7 parcels. We hope to bid this next spring. Commissioner Bloom made a motion to approve the Warranty Deed. Commissioner Peters seconded the motion. Motion carried 3-0.
8. **Consider approval of preliminary resolution supporting the dissolution of the Allen County Solid Waste Management District.** Beth Lock, Director of Governmental Affairs for the Commissioner's office presented this item. She stated this is preliminary ordinance or resolution to dissolve the Solid Waste Management District. In 2016 there was a bill that was passed by our local senator Liz Brown. Senate Enrolled Act 366 (SEA 366) gave counties this local option. What is being done today is the first step in the process in starting a 180 timeline whereby the Commissioners can adopt a formal plan to dissolve the District that will require a lot more detail than what is being considered today. Should this be

passed today, it also has to go before County Council for their approval before the Commissioners can continue forward in working towards a plan and a resolution. Commissioner Brown said this is the first step in a process of approximately 180 days before there would be an actual conversion from the current status to what could be then an internal county department directed by the Board of Commissioners vs. a separate board with the appointments under the current scenario. Beth Lock said that was correct. Beth stated the process also requires a public hearing, notification of the public hearing, publication of the plan on a county website so there will be the opportunity for the public to weigh in before any final conclusion to the dissolution to the District. Commissioner Peters asked who holds the public hearing. Beth answered the Commissioners do it. Beth said it then goes to County Council and then comes back to the Commissioners for a final vote. Commissioner Bloom said the public will better understand why we are doing this and that it's just become available for us to do this. We are not unique in this situation and we are just looking at this to see if it's possible for us to do. Beth said every county has the option but she does not know if other counties are currently examining this. As the bill was drafted, July 1 was the first opportunity, which happened to be last Saturday so unless people were looking at this a few months ago she doesn't know if anyone would of taken action this past week so we may be the first in the state to do so. Commissioner Peters asked if County Council opts not to do, is the notion is dead? Beth stated that is correct. Commissioner Peters asked for how long? Beth said she doesn't know if it is specified in the legislation that it can never be brought up again or there is timeframe before it can be brought up again. She stated she would defer to legal counsel on that. Commissioner Peters stated that generally speaking in counties, the County Council doesn't have the prerogative to weigh in on legislative matters. This seems kind of unusual. He asked if she had background as to why that may have happened. She stated she would have to go back to the dialog from a couple of years. Initially, as the bill was first introduced, it was the sole responsibility of the County Council. At the time the Board of Commissioners and many Commissioners across the state said we are the entity as the executive and legislative branch that adopted the ordinance to establish the districts, we should have the option to dissolve the districts. That's how the Commissioners became involved in the process of the bill that eventually passed. She said many counties have a property tax levy associated with the Solid Waste Management District and as such, that does fall into the purview of the county fiscal body so that is probably the checks and balances that they needed in the legislation. It's different for Allen County because we don't have the property tax levy attached to the district but that would be my gut response as to why the County Council is involved in the process. Commissioner Brown asked if regardless of the current make up status to what it could be as a department, is the caveat still there that there can still be a levy of a tax against? Beth stated that in the legislation if we were to have a property tax levy, it would transfer the powers of that to the County. Since we don't have one she doesn't believe it enables us to pass one. She would need to check on that. She said she does know that those with existing authority would be able to continue that authority. As far as tipping fees, we can keep those as long as the revenue is utilized for the services that are currently provided by the district. Beth stated there was a companion bill filed in 2017 as a follow-up to this bill that dealt specifically with tax levies of these districts. That bill did not pass. If it's reintroduced in the 2018 session it may be something we have to look at if the Commissioners move forward with the dissolution. She stated there is still a lot of dialog that can happen on that front. Commissioner Peters stated he does think it makes since to have the dialog on a community wide basis and this brings us to that point. Intuitively it seems to make sense but you don't know. This next 6 months will give us the opportunity to learn what's out there, what hasn't been considered and what do we need to do if there is going to be a transition to ensure that smooth transition. Commissioner Peters made a motion to approve the preliminary resolution supporting the dissolution of the Allen County Solid Waste Management District. Commissioner Bloom seconded the motion. Motion carried 3-0.

9. **Consider approval of agreement between the Board of Commissioners and Stephen J. Kelley for examination of decorative iron in the Courthouse rotunda.** Chris Cloud, Executive Asst., stated that when the lovely stain glass panels were being reinstalled, the installers noticed that there were brackets in the dome area that needed to be looked at. It is not something they do and we don't have expertise in so they want to engage Stephen J. Kelley who is a historical architect to examine the iron brackets and make sure we can repair as needed in the dome. Commissioner Bloom made a motion to approve the agreement between the Board of Commissioners and Stephen J. Kelley for examination of decorative iron in the Courthouse rotunda. Commissioner Peters seconded the motion. Motion carried 3-0.

10. Consider approval of grant agreement between the Board of Commissioners and the Foellinger Foundation on behalf of Allen Superior Court. DEFERRED

11. Consider approval of claims submitted for payment. Commissioner Peters made a motion to approve the claims as submitted in the amount of \$7,743,808.96. Commissioner Bloom seconded the motion. Motion carried 3-0.

12. Other Business:

Approval to Proceed with Closing on the W. Berry Street property. Commissioner Bloom made a motion to proceed with the closing on the W. Berry Street property. Commissioner Peters seconded the motion. Motion carried 3-0.

Accept land transfer from the Jail Building Corp. to the Commissioners for small amount of land at intersection of Superior and Clinton. Chris Cloud explained that INDOT needs this for some sidewalk work. The Commissioners will then sign the deal with INDOT for that land. Commissioner Peters made a motion to accept the land transfer. Commissioner Bloom seconded the motion. Motion carried 3-0.

Approval of the 2018 Holiday Schedule – Commissioner Peters made a motion to approve the 2018 holiday schedule. Commissioner Bloom seconded the motion. Motion carried 3-0.

Approve appointment to the Plan Commission. Chris Cloud stated the name before them is Adam Day. Commissioner Peters made a motion to approve the appointment. Commissioner Bloom seconded the motion. Motion carried 3-0.

13. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 7, 2017. Commissioner Peters made a motion to approve the waiving of the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of July 7, 2017. Commissioner Bloom seconded the motion. Motion carried 3-0.

14. Comments from the Public.

15. Motion to Adjourn. Meeting adjourned 10:34 a.m.

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 200 East Berry Street, Suite 380, Fort Wayne, IN 46802, or by phone at (260) 449-7217.

#2

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT

Agreement No. 062017PV1

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 BOARD OF COMMISSIONERS OF ALLEN on behalf of ALLEN COUNTY COMMUNITY CORRECTIONS with its principal place of business at 200 E. Berry Suite 410, Fort Wayne, IN 46802 (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").

1.1 EMERGENCY MAINTENANCE PROCEDURES

BI agrees to resolve any non-monitoring and/or downtime with the GuardServer, (hereinafter referred to as the "GuardServer"), as a result of hardware failures within nine (9) hours from the time any such non-monitoring and/or downtime with the GuardServer is reported to a representative of BI. The non-monitoring and/or downtime with the GuardServer will include, but is not limited to, any period of time during which any Customer dispatcher and/or other employee of Customer monitoring the activities of an offender is unable to work and/or process alerts and/or experiences other difficulties with the GuardServer that hinders any Customer dispatchers and/or other employees of Customer monitoring the activities of an offender from being able to monitor the activities of offenders. BI agrees to resolve material software issues within twenty-four (24) hours, in particular those which may require BI representatives to travel to Customer location. A material software issue is an issue with the software that results in an interruption of Customer employees' ability to work and/or process alerts of monitored offenders. For those issues which are 3rd -Party network or Customer premise specific, and out of BI's control, BI will provide necessary remote support during the issue event until resolved by 3rd -Party or Customer service providers.

With respect to BI resolving any non-monitoring and/or downtime with the GuardServer within the proscribed nine (9) hour period, BI agrees that it will have a period of time up to and including three (3) hours from the time any such non-monitoring and/or downtime with the GuardServer is reported to a representative of BI to resolve any such crash and/or downtime via BI's remote access to the GuardServer. If BI's representatives fail to resolve any such non-monitoring and/or downtime via BI's remote access to the GuardServer within the proscribed three (3) hour period, BI agrees that a sufficient number of its employees, all of whom will be appropriately trained, will appear onsite at the Customer within a period of time up to and including seven (7) hours from the time any such non-monitoring and/or downtime with the GuardServer is reported to a representative of BI to resolve any such non-monitoring and/or downtime.

1.2 CHARGES FOR EMERGENCY MAINTENANCE SERVICES

BI agrees that for a period of time of one (1) year from the "Date of Installation", BI will provide all emergency maintenance for the Equipment, including, but not limited to, the emergency maintenance services referenced in Section 1.1 set forth hereinabove, free of any charge. BI further agrees that subsequent to the expiration of the period of time of one (1) year from the "Date of Installation," and subject to the provisions of Sections 1.1 set forth herein, BI will provide all emergency maintenance for the Equipment, including, but not limited to, the emergency maintenance services referenced in Section 1.1 set forth hereinabove, subject to an agreement for the maintenance of the Equipment agreed to by BI and Customer.

1.3 REMUNERATION FOR BI'S FAILURE TO COMPLY WITH THE EMERGENCY MAINTENANCE PROCEDURE

If BI fails to resolve any non-monitoring and/or downtime with the GuardServer within nine (9) hours from the time any such non-monitoring and/or downtime concerning the GuardServer is reported to a representative of BI, as required by the procedures set forth in Section 1.1 set forth immediately hereinabove, BI agrees to remunerate Customer, and/or any other branch of the Allen County Government designated by Customer, at the rate of \$1.00 per active client of Customer per hour until the non-monitoring and/or downtime problem with the GuardServer has been resolved. BI agrees to be bound by this remuneration agreement throughout the entire period of this agreement.

1.4 AGREEMENT CONTROLS

Should any conflict arise between the terms and/or conditions of the Agreement and the terms and/or conditions of any agreement for equipment maintenance, the terms and/or conditions of any other agreement concerning equipment maintenance and/or the terms and/or conditions of any other agreement entered into between the parties hereto, the terms and conditions of this Agreement shall control in all respects and in all instances.

- 2. AGREEMENT TERM:** 12 Months
- 3. EFFECTIVE DATES OF COVERAGE:** July 1, 2017 Through June 30, 2018
- 4. TOTAL ANNUAL COST OF COVERAGE:** \$72,368.14
- 5. MONTHLY PAYMENT:** \$6,030.66 for the first month
\$6,030.68 for the last 11 months
- 6. SCHEDULE OF COVERED EQUIPMENT:** See Exhibit A
- 7. DISPOSABLE SUPPLIES:**

For every year of the Term hereof, Customer is entitled to one (1) EX-602 Locking Pin Set of 5 (contains 10 locking pins and 5 joint pins); one (1) EX-605 ExacuTrack One Bridge/Buckle w/Hinge Pins; five (5) EX-607 ExacuTrack One Back plates; one (1) EX-610 ExacuTrack One Battery; one (1) EX-612 ExacuTrack One Charger Port Protective Cover; one (1) EX-611 ExacuTrack One Battery Cover with O- Ring; one (1) EX-610 ExacuTrack One Battery; two (2) EX-604 ExacuTrack One Straps, Adjustable Side; and two (2) EX-603 ExacuTrack One Straps, Bridge Side per ExacuTrack One 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.

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 Indiana.

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

By: Matthew D. Nace Dated 8/03/17
(Authorized Signature)

Matthew D. Nace
(Print or type name)
VP Contract Admin.
(Title)

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN on behalf of ALLEN COUNTY COMMUNITY CORRECTIONS

By: Therese Brown Dated 7-14-17
(Authorized Signature)

Therese Brown
(Print or type name)
Commissioner
(Title)

By: F. Nelson Peters Dated 7-14-17
(Authorized Signature)

F. Nelson Peters
(Print or type name)
Commissioner
(Title)

By: Linda K. Bloom Dated 7-14-17
(Authorized Signature)

Linda K. Bloom
(Print or type name)
Commissioner
(Title)

Attest by Auditor
[Signature]

36	OT1136093	36	BE6305370
37	OT1137430	37	BE6305374
38	OT1137571	38	BE6305375
39	OT1138894	39	BE6305376
40	OT1139478	40	BE6305379
41	OT1139857	41	BE6305382
42	OT1139895	42	BE6305383
43	OT1140376	43	BE6305388
44	OT1141031	44	BE6305403
45	OT1141274	45	BE6305407
46	OT1141951	46	BE6305414
47	OT1142377	47	BE6306582
48	OT1142865	48	BE6312322
49	OT1146859	49	BE6316412
50	OT1150427	50	BE6337110
51	OT1151967	51	BE6337989
52	OT1152557	52	BE6337990
53	OT1153677	53	BE6337991
54	OT1153907	54	BE6337992
55	OT1155338	55	BE6337995
56	OT1155342	56	BE6337997
57	OT1155480	57	BE6337998
58	OT1157196	58	BE6337999
59	OT1158398	59	BE6338000
60	OT1159157	60	BE6338001
61	OT1160350	61	BE6338002
62	OT1161099	62	BE6338003
63	OT1162199	63	BE6338004
64	OT1162200	64	BE6338005
65	OT1162201	65	BE6338020
66	OT1162202	66	BE6338022
67	OT1162203	67	BE6338023
68	OT1162207	68	BE6338025
69	OT1162208	69	BE6338026
70	OT1162210	70	BE6338027
71	OT1162211	71	BE6338028
72	OT1162212	72	BE6338029
73	OT1162213	73	BE6338030
74	OT1162214	74	BE6338031
75	OT1162216	75	BE6338032
76	OT1162217	76	BE6338033
77	OT1162218	77	BE6338048
78	OT1162219	78	BE6338052
79	OT1162221	79	BE6338054
80	OT1162225	80	BE6338055
81	OT1162226	81	BE6338056
82	OT1162227	82	BE6338057
83	OT1162228	83	BE6338073
84	OT1162229	84	BE6338081
85	OT1162230	85	BE6338082
86	OT1162231	86	BE6338083

87	OT1162232	87	BE6338084
88	OT1162235	88	BE6338085
89	OT1162236	89	BE6338086
90	OT1162242	90	BE6338087
91	OT1162243	91	BE6338088
92	OT1162244	92	BE6338089
93	OT1162245	93	BE6338090
94	OT1162252	94	BE6338111
95	OT1162253	95	BE6338112
96	OT1162254	96	BE6338113
97	OT1162261	97	BE6338114
98	OT1162268	98	BE6338115
99	OT1162289	99	BE6338116
		100	BE6338117

BI TOTALACCESS® GUARDSERVER®
SOFTWARE LICENSE, WARRANTY AND SUPPORT

SOFTWARE LICENSE

The term Customer used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. BI TotalAccess® Software (the "Software") is licensed (not sold) to Customer for a period of twelve (12) months from the initial shipment date (the "License Term"). Software, whether developed by BI or any other party, include all or any part of: (i) all copies made by or for Customer, (ii) related supporting materials; and (iii) that portion of the Software which may be part of modifications or derivatives developed by or for Customer.

1. Use - During the License Term, BI grants Customer a personal, limited and non-exclusive license, with no right to sublicense, to use the Software. BI reserves the right to limit the use of the Software to a specific computer designated by product, model and serial number. Unless otherwise specified on or within the Software or its container(s), Customer may not, except for archive purposes: (i) distribute, sublicense or copy any portion of the Software, (ii) modify, decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software, (iii) transfer the Software and license to another party, (iv) prepare derivative works from the Software, (v) transmit the Software electronically by any means, or (vi) use the Software in multiple computer or multiple user arrangements unless that use is covered by individual license for each computer or user. Other rights, restrictions or declarations pertaining to the Software may be specified on or within Software Products or their container(s).

2. General - Customer agrees that the Software belongs to BI or BI's suppliers and it shall keep confidential and use its best efforts to prevent and protect the contents of the Software and any manuals for the Software from unauthorized disclosure or use. Customer's license(s) terminates for the Software, (i) upon Customer's termination of an Equipment Schedule which includes the Software, (ii) if the Software is furnished for use on specified equipment, then when Customer no longer has possession of that equipment; (iii) upon expiration of the License Term or (iv) if Customer fails to comply with the license terms and conditions. Upon termination of the license, Customer agrees to either (i) promptly and without demand return the Software to BI, or (ii) destroy any and all copies of the Software.

3. Limitation of Liability - IN NO EVENT WILL BI INCORPORATED BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF BI INCORPORATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BI Incorporated's liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the license fee charged by BI Incorporated.

WARRANTY

1. General - The hardware of the BI TotalAccess® GuardServer®, which includes the CPU, terminal/monitor, keyboard, printer, UPS modems, and cables (the "Equipment"), is warranted to be free from all liens, claims and encumbrances. The manufacturer's warranties and underlying service, if any, are conveyed to Customer through BI. Customer will be responsible for the proper use, management and supervision of the Equipment and the Software. BI makes no representations or warranties on the Equipment, except that the Equipment, when operating in accordance with the manufacturer's specifications, is compatible with the Software.

2. Customer Responsibilities - Customer assumes the performance of the following responsibilities with regard to the BI TotalAccess® GuardServer® host computer system: (a) assure and maintain proper electrical service meeting specifications on all Equipment; (b) keep site clean and free of dust and moisture; (c) change all supplies as needed; (d) keep area around Equipment free from any materials obstructing air flow; (e) minimize static electric buildup in carpeted areas, for example, by use of properly grounded static mats or the application of anti-static carpet spray; and (f) maintain site environment consistent with Equipment specifications. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities.

3. Exclusions - The foregoing warranties will not apply if technical support, 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, or causes other than ordinary use. BI shall not be required to provide support or repair any item of Equipment 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.

4. 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.

5. Non-Warranty Support - Customers requesting support on Equipment, or for damage, that is not covered under warranty will be notified by BI for authorization to provide support. Such support is subject to BI's standard hourly non-warranty support charges in effect at the time the support is provided.

BI SUPPORT

1. Coverage Term - BI Support is available to the Customer for a period of twelve (12) months from the date of receipt of the BI TotalAccess® GuardServer® host computer system by Customer (the "Coverage Term").

2. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment and/or Software. 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.

3. On-Site Support - Qualifying equipment (CPU, Terminal/Monitor, Keyboard and Printer) is eligible for on-site repair by BI, or its designee. In the event of a problem with the qualifying equipment, the Customer may contact the BI Customer Support Department. The Customer Support Department will diagnose the problem and determine the need for on-site repair. BI and/or BI's designee will make every effort to contact the Customer within four (4) hours of the Customer Support Department's determination that On-site repair is required. 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.

4. Advance Replacement - Equipment items which are not eligible for On-site repair, are subject to advance replacement. These items include, but are not limited to the UPS, modems and cables. In the event of a problem, the customer may contact the BI Customer Support Department. The Customer Support Department will diagnose the problem and determine the need for advance replacement of an item. In the event it is determined that an item is to be advance replaced, such item will be sent to the Customer F.O.B. Destination, 2nd day delivery. Customer agrees that it will promptly return to BI the defective item in accordance with BI's RMA Policy. All replaced items will become the property of BI on an exchange basis.

5. 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 the 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 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 Business Services 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.

BI ExacuTrack One®

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 ExacuTrack One®, field equipment (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 set forth below.

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 Business Services 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. 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 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 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 Business Services Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the 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 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 Business Services 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.

