Tippecanoe County Board of Commissioners

Meeting
Monday, February 3, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES
Tuesday, January 21, 2020

Documents:

AGENDA020320MINUTESFROM012120.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. OPENING OF BIDS FOR COURTHOUSE COURTROOMS RENOVATIONS
Phase 2

VI. HIGHWAY- STEWART KLINE
2020 On Call Service Agreements

VII. CLERK- JULIE ROUSH
Professional Services Agreement with Capital Recovery Systems

Documents:

AGENDA02032020CLERKPROFESSIONALSERVICESAGREEMENTCAPITALRECOVERYSYSTEMS.PDF

VIII. COMMUNITY CORRECTIONS- JASON HUBER
MOU Services Agreement with Total Court Services
Remote Breath Monitoring System Services Agreement with Total Court Services
Software & Mobile Application Services Agreement with Total Court Services
Additional Terms & Conditions with Total Court Services

Documents:

AGENDA02032020COMMUNITYCORRECTIONSMOUTCSSERVICEAGREEMENT.PDF
AGENDA02032020COMMUNITYCORRECTIONSTCSBREATHSERVICESAGREEMENT.PDF
AGENDA02032020COMMUNITYCORRECTIONSTCSSOFTWAREMOBILEAPPSERVICESAGREEMENT.PDF

IX. GRANTS- SHARON HUTCHISON

X. AUDITOR- BOB PLANTENGA
2020 Continuing Disclosure Filings

XI. UNFINISHED/NEW BUSINESS

XII. PUBLIC COMMENT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Tippecanoe County Board of Commissioners

Meeting Minutes

Tuesday, January 21, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary John Thomas.

I. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance

II. **APPROVAL OF MINUTES** from Monday, January 6, 2020.

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.

III. **ACCOUNTS PAYABLE VOUCHERS AND PAYROLL** – Paula Bennett:

The claims from January 8, 2020 through January 21, 2020, including payroll from January 10, 2020 were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable Vouchers and Payroll as presented, second by Commissioner Murtaugh. Motion carried.

IV. **CLERK** – Julie Roush presented and recommended:

Professional Services Agreement with Pinnacle Mailing Products for maintenance of their check folder/sealer machine in the amount of $200 per year. The Clerks office writes over 700 checks a month and this will allow for timely repairs as needed.

- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

V. **PROSECUTOR** – Pat Harrington presented and recommended:

Eliminate a Paralegal position (PAT III) and create a Legal Assistant position (COMOT IV) at a savings of $6,500 annually.

- Commissioner Murtaugh moved to approve the position changes as presented, second by Commissioner Byers. Motion carried.

VI. **GRANTS** – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. From the Indiana State Department of Health for the County Health Department's Naloxone program. This for supplies only and there are no county funds involved with this grant.
   - Commissioner Byers moved to grant permission to apply as presented, second by Commissioner Murtaugh. Motion carried.

B. From the CASA for Kids Fund for up to $52,796 to fund a regular part time position, with benefits and individual insurance coverage.
   - Commissioner Murtaugh moved to grant permission to apply for the grant as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. From the Indiana Supreme Court Division of State Court Administration Adult Guardianship Office for the Tippecanoe County Circuit Court in the amount of $75,000. It is a matching grant to supplement Wabash Centers' Guardianship services. The MOU was signed earlier in the application process.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. From the Indiana Supreme Court for two grants to CASA: a $57,128 Matching Grant that is already in the budget and a $24,488 Capacity Building Grant to serve more children and eliminate the waiting list.
   - Commissioner Murtaugh moved to accept the grants as presented, second by Commissioner Byers. Motion carried.

C. Tom Murtaugh was credited with securing a $1,854 grant from the Indiana Department of Environmental Management for the Tippecanoe County Solid Waste Management District's solid waste reduction and community recycling programs.
   - Commissioner Byers moved to accept the funds as presented, second by Commissioner Murtaugh. Motion carried.

MOU/Contract

A contract with the Indiana State Department of Health for a Sudden Unexpected Infant Death (**SUID**) and Sudden Death in the Young (**SDY**) Case Registry. There are no funds associated with the contract and is for the mutual sharing of information about SUID and SDY.

VII. RESOLUTION 2020-04-CM

Authorizing Use of the Build Operate Transfer Project

Attorney Masson said that state law requires this authorization when a jurisdiction may want to use a "Design-Build-Finance" contract for procurement in stead of the traditional RFP, plan development and bid letting process. The state statute allowing this process has been in place since 2005.

- Commissioner Murtaugh moved to approve the resolution as presented, second by Commissioner Byers. Motion carried.

VIII. RESOLUTION 2020-05-CM – David Hullinger, Chief Probation Officer

Transferring Vehicle to Tippecanoe School Corporation

The Probation Department received a used car from the Lafayette Police Department several years ago which now needs its transmission rebuilt. The Department wants to transfer the vehicle to the Career Academy at McCutcheon High School.

- Commissioner Byers moved to approve the resolution as presented, second by Commissioner Murtaugh. Motion carried.

IX. RESOLUTION 2020-06-CM

Establishing a Commissioners' Sale for Properties Delinquent in Taxes that did not sell through the traditional tax sale. The sale will be done through SRI, the County's vendor, and each parcel will have a minimum bid of $50.

- Commissioner Murtaugh moved to approve the resolution as presented, second by Commissioner Byers. Motion carried.

X. CONTRACT FOR ACCOUNTING SERVICES WITH BAKER TILLY

Removed from the Agenda

XI. CHANGE ORDERS – Tecton

A. Courthouse 5th Floor HVAC Project for additional Mechanical, Plumbing and Controls costs for a net increase of $32,038.
   - Commissioner Murtaugh moved to approve the change order as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. From the Indiana Supreme Court Division of State Court Administration Adult Guardianship Office for the Tippecanoe County Circuit Court in the amount of $75,000. It is a matching grant to supplement Wabash Centers' Guardianship services. The MOU was signed earlier in the application process.
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A. Courthouse 5th Floor HVAC Project for additional Mechanical, Plumbing and Controls costs for a net increase of $32,038.
   - Commissioner Murtaugh moved to approve the change order as presented, second by Commissioner Byers. Motion carried.

B. Fairgrounds Renovation Project for: 1) $11,500 increase for electrical switches and circuit breaker, and 2) $32,000 decrease for eliminating chasewayes and pulling of cable for some smoke detectors and fire alarms.

- Commissioner Byers moved to approve the change orders as presented, second by Commissioner Murtaugh. Motion carried.

XII. UNFINISHED/NEW BUSINESS

-Kent Kroft, Chief Information Officer, introduced Molly Orellana who is the Department's new Service Desk Manager.

XIII. REPORTS ON FILE

-Tippecanoe County Public Library
-Crystal Creek Boarding Kennel
-Tippecanoe County Weights and Measures

XIV. PUBLIC COMMENT

-Jenny McGuire from the Extension Service stated that 13,080 youth had enrolled in 4H with 155 adult volunteers.

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 2/3/2020

Minutes prepared by John Thomas, Recording Secretary

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by Clerk and Contractor, and shall include these Terms and Conditions, the Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between Clerk and Contractor, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Clerk and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Clerk or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Clerk and Contractor.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Clerk or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Clerk, shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Clerk solely by virtue of Clerk or Clerk's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

2.01 The Contractor shall provide the services described in Attachment A, which is attached hereto and made a part hereof.

SECTION III. TERM

3.01 This Agreement shall be for a period of one year from the date of full execution by both parties, and shall renew automatically unless written notice is sent by either party terminating the agreement. All other terms and conditions of the agreement shall be as set forth herein, and may be amended only by written instrument signed by both Clerk and Contractor and attached hereto as an amendment.

SECTION IV. COMPENSATION

4.01 Contractor shall be compensated for services rendered under the Agreement. Payment will be in conformance with Attachment B to this Agreement.

4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Clerk. Clerk shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of. Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the Clerk for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the Clerk in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Clerk. In the event that Clerk approve of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Clerk shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish the Clerk, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the County of, Tippecanoe, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality of Clerk Information.

5.04.1 Contractor understands that the information provided to it or obtained from Clerk during the performance of its services is confidential and may not, without prior written consent of the Clerk, be disclosed to a person not in the Clerk's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Clerk. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the Clerk prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the Clerk that is required to be kept confidential by Clerk pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Clerk or any other authorized representative of the Tippecanoe County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the Clerk.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to the Clerk and all such matters will be the property of the Clerk. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Clerk, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Clerk and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the Clerk. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary

information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Clerk from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A.	Worker's Compensation & Disability	Statutory
B.	Employer's Liability Bodily Injury Accident	$ 100,000 each accident
	Bodily Injury by Disease	$ 500,000 policy limit
	Bodily Injury by Disease	$ 100,000 each employee
C.	Excess Auto Liability	$1,000,000 (single limit) (owned, hired & non-owned)
	Bodily injury & property damage	$1,000,000 each accident
D.	Umbrella Excess Liability	$1,000,000 each occurrence and aggregate

5.07.2 With the prior approval of Clerk, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by Clerk.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Clerk may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of Clerk's intent to terminate, and (2) an opportunity for consultation with Clerk prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Clerk to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by Clerk for Clerk's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with Clerk prior to termination. If termination for convenience is effected by Clerk, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of a termination action for default or for the Clerk's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to Clerk all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Clerk. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.08.5 This Agreement may be terminated by Contractor only in whole and only upon thirty (30) days written notice to Clerk. Termination by Contractor shall not be effective if Clerk finds that such termination prejudices Clerk.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Clerk are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Clerk shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Clerk agree that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Clerk and Tippecanoe County and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Clerk shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the Clerk.

5.11 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:	***To Clerk:***
Craig Klein, President **Capital Recovery Systems, Inc.** **750 Cross Pointe Road, Suite S** **Columbus, Ohio 43230**	**Julie Roush** **Tippecanoe County Clerk** **Courthouse 2nd Floor** **Lafayette, IN 47902**

5.12 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.13 Conflict of Interest. Contractor certifies and warrants to Clerk that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Clerk.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty Clerk shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already

provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Clerk and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances or Codes of Tippecanoe County. Suit, if any, shall be brought in the State of Indiana, Tippecanoe County.

5.17 Waiver. The Clerk's delay or inaction in pursing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the Clerk's rights or remedies.

5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees. Contractor shall be liable to the Clerk for reasonable attorneys' fees incurred by Clerk in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. Clerk and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of Clerk. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Clerk.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with Clerk and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Contractor

By: Dennis Johnson Date: 1/21/2020

Printed: Dennis Johnson

Title: Vice President

Tippecanoe County Clerk

By: _____ Date: _____

ATTACHMENT A

This document is "Attachment A" to the Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor").

SCOPE OF SERVICES

Contractor shall conduct any and all collection work assigned by Clerk. Both parties recognize that the appointment is personal and particular in nature and does not extend to any collection agency or firm that Contractor is associated with or is a partner of.

Clerk executes this Agreement upon Contractor's representation of itself as expert in debt collection services provided to governmental entities and familiarity with Federal and Indiana law governing debt collection, and retains Contractor to provide services to Clerk relating to the collection of public moneys due and payable to Clerk. All services shall be rendered in accordance with the terms and conditions of the Agreement and applicable law.

If Contractor discontinues services on any case or matter, Contractor shall effectuate a speedy and efficient transfer of work and cooperate with Clerk. Contractor agrees to protect Clerk's interest in any transfer of work. Clerk may withhold payment to Contractor if Contractor fails to transfer files, documents and materials when so requested by Clerk.

Contractor agrees that all operations by Contractor in performing this agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Neither Contractor, nor its officials, nor its partners, nor its associates, nor its employees shall receive gratuities from any source for services performed on behalf of Clerk.

Contractor shall fully comply with all applicable requirements and limitations imposed under the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), and the United States Bankruptcy Code as they pertain to Contractor performing this agreement.

At the request of Clerk, Contractor shall submit status reports on each claim. The status report shall describe the current status on each claim, the date the claim was placed, the amount of moneys collected on the claim, and the claim, case or account number assigned by Clerk.

Neither Contractor, nor its officials, nor its partners, nor its associates, nor its employees shall speak to any representative of a television station, radio station, newspaper, magazine or any other media outlet concerning the work outlined in this agreement without first obtaining approval of the Clerk. Contractor shall not speak on behalf of Clerk to any member of the news media.

ATTACHMENT B

This document is "Attachment B" to the Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor").

Fees

Contractor shall be compensated only in accordance with the express written provisions of this Agreement out of moneys collected by Contractor for Clerk. Contractor shall not be compensated by any other party, shall not look to general fund moneys of Clerk other than moneys paid over to Clerk and identified for payment of Contractor earned under this agreement. Contractor shall not be compensated in excess of the amount described in this Agreement.

Contractor shall be compensated for services through payment of a fee from funds collected by Contractor on each specific claim, in an amount approved by Clerk. Clerk shall add a thirty percent (30%) collection fee, as provided by Indiana Code § 5-22-6.5-3 to each claim assigned for collection. The parties agree that the Client is relying on Contractor's representation that this fee agreement, the assessment of collection fees against debtors, and the obligations it imposes or purports to impose on debtors is legally authorized and does not violate the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or other state or federal law at the time of contract signing. Contractor agrees to alert the Clerk of any substantial changes to State or Federal law affecting the assessment of collection fees to court claims, and to propose an amendment to this contract to account for said changes as needed. This collection fee shall be the only money Contractor may commission on. The Clerk shall not pay these fees to Contractor until all other moneys plus the collection fee are collected on any specific case or claim.

Contractor shall notify Clerk daily of any moneys collected and to what case or claim Contractor has applied those moneys.

ATTACHMENT C

The attached and foregoing agreement between Tippecanoe County, in the State of Indiana (County) and Capital Recovery Systems, Inc., (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

E-Verify Employment Eligibility Verification – In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that the Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (3) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

Tippecanoe County Clerk

By: _____ Date: _____

CAPITAL RECOVERY SYSTEMS, INC.: By: _____

Dennis Johnson, Vice President
Printed Name, Title

MEMORANDUM OF UNDERSTANDING
GENERAL PRODUCT & SERVICES AGREEMENT

TOTAL COURT SERVICES (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY) hereby agree to the following as it will be known as the AGREEMENT:

RECITALS

WHEREAS, the AGENCY desires to engage in the business of providing alcohol and electronic monitoring technology and associated services to clients for which it's responsible and,

WHEREAS, TCS wishes to provide support in the endeavor of the AGENCY by providing physical equipment and associated support services for cost as outlined in the attached SCHEDULES B, D, E4 & G and,

WHEREAS, the PARTIES desire to set forth in this AGREEMENT all of the terms and conditions of their agreements and understandings.

1. **EFFECTIVE DATE:** The effective date shall be the earlier of the following: February 1, 2020, or the date in which this AGREEMENT is individually signed or when TCS ships equipment in good faith of signature and acknowledgment of this AGREEMENT and shall extend a period of three (3) years with automatic renewals each year thereafter. This period will be known forward as the TERM of this AGREEMENT.
2. **COMMUNICATIONS:** All written and electronic communication that may be required under this AGREEMENT shall be remitted using the following contact information:
   a. **IF TO TCS:**
      J. Robert Hawkins
      600 E. Eleven Mile Road
      2nd Floor
      Royal Oak, MI 48067,
      robh@totalcourtservices.com
      Fax: 248-721-9240
   b. **IF TO AGENCY:**
      Jason Huber
      2800 N 9th St Rd
      Lafayette, IN 47901
      jdhuber@tippecanoe.in.gov
      Fax: 765-423-2896
3. **TERMINATION:** AGREEMENT can be canceled by either party upon mutual agreement, sixty (60) days' prior written notice to the other party or thirty (30) days' written notice so long as there is a material breach of this AGREEMENT with no period of rectification required. Written notice may be given to TCS by use of the communication protocol described in Section 2a or to AGENCY by use of communication protocol described in Section 2b. Upon termination, all equipment owned by TCS shall be returned to TCS and all fees and costs due TCS from AGENCY shall be paid in full based on the payment terms as outlined in Section 8 and following the final invoice issued to the AGENCY.
4. **MODIFICATIONS:** This AGREEMENT may be modified at any time with the mutual agreements of both parties. Any such modification will be put in writing and considered an ADDENDUM to the AGREEMENT.
5. **SOFTWARE:** AGENCY shall be provided unlimited access to any software or web-based platform necessary or optional for the purposes of effectively operating the program. This provision does not entitle AGENCY to access any of TCS's private or confidential information, trade secrets, or proprietary information.
6. **COMPETITIVE PRODUCTS:** AGENCY and any other entity under common control by, of, or with AGENCY shall not use or promote, directly or indirectly, competitive products during the TERM without providing thirty (30) days' written notice to TCS preceding their implementation.. Competitive products include products or services which perform the similar function as the equipment or services provided hereunder. "Common control" means management or supervision under which a director, manager, supervisor or other position has authority over any other entity that may be covered under this AGREEMENT.
7. **USE OF PRODUCTS:** AGENCY will not conduct any technology demonstrations without first notifying TCS of such a demonstration at least 3 days prior to the demonstration is scheduled to begin. AGENCY and TCS must both agree to participate in any and all technology demonstrations involving use of TCS equipment until AGENCY is adequately trained and it is mutually agreed that AGENCY can do demonstrations.

8. **PAYMENTS:** Monitoring fees shall be due and payable in full within 30 days of invoice. Invoices shall be issued on or about the 5th of each month not withstanding any issue that prevents TCS from accurately completing the invoice. Failure to pay by the 35th day may result in the cessation of all monitoring services and the de-installation of all monitored equipment. The AGENCY will remain liable for all incurred charges until monitoring ceases. Payment for any lost equipment will be required on the following monthly invoice.
9. **AMENDMENT**: This AGREEMENT may not be changed or modified in any way except by a written instrument signed by both parties to this Agreement.
10. **AUTHORITY**: The individuals executing this AGREEMENT warrant and represent that they are authorized to act on behalf of their respective entities.
11. **BINDING EFFECT**. This AGREEMENT shall be binding upon successors and assignees of the parties hereto and shall, in all pertinent parts, survive any closing of the transaction.
12. **SEVERABILITY**. In the event any provision of this AGREEMENT should be held to be unenforceable, each and all of the other provisions of this AGREEMENT shall remain in full force and effect.
13. **ENTIRE AGREEMENT**. The parties hereto acknowledge that this AGREEMENT constitutes a full, final, and complete statement of their agreement and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this AGREEMENT contains the sole and entire AGREEMENT between them with respect to the subject matter hereof. The AGREEMENT and any SCHEDULES, ADDENDUMS, and AMENDMENTS that are included initially or subsequent to the original EFFECTIVE DATE is considered to be inclusive of the AGREEMENT. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this AGREEMENT but not included herein shall not be considered in any way in the interpretation and application of this AGREEMENT and shall not in any way affect the rights and obligations of the parties hereto.
14. **CONSTRUCTION**. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing that instrument to be drafted.
15. **COUNTERPARTS ACCEPTABLE.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. These counterparts are termed SCHEDULES and are attached to this AGREEMENT to describe each product or service under this AGREEMENT.
16. **LIMITATION OF LIABILITY**. In no event shall either party have any liability to the other party or to any third party for any incidental, consequential, special, punitive, speculative or exemplary damages based upon a claim or tort (including but not limited to negligence, warranty or strict liability), including, without limitation, damages for loss of income, profits or use, business interruption, or loss of goodwill, irrespective of whether the party has advance notice of the possibility of such damages.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	

SCHEDULE B
REMOTE BREATH MONITORING SYSTEM (BREATH ALCOHOL)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE B** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   a. **EQUIPMENT**. TCS agrees to furnish AGENCY with Remote Breath Monitoring System (Breath Alcohol) devices, power supplies, storage cases, batteries, tubes, tool sets, and any other necessary and consumable components required to operate a Breath Alcohol program in accordance with the pricing contained in this SCHEDULE.
   b. **SOFTWARE.** TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   c. **SHIPPING.** TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   d. **DELIVERY & STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a Breath Alcohol program at no additional cost to the AGENCY.
   e. **MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice. Options and costs are as follows:

Daily Rate:	$4.25/unit/day of use
Ethernet connector:	$25/unit, no daily charge
Alert Resolution:	25¢/unit/day of use

Costs for Lost Equipment and Equipment Damaged Beyond Repair:

Breath Device:	$1200
Storage Case:	$50
Ethernet Connector:	$25
Power Supply:	$10

2. **SERVICES**
   a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   b. **EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at approximately annual intervals.
   c. **ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. **OTHER SPECIAL TERMS**

   a. **PHYSICAL OPERATIONS.** TCS Agrees to perform the following actions if required and in accordance with program policies and procedures of the AGENCY: installation, removal and maintenance to include replacing and cleaning of devices.

   b. **STATISTICAL DATA.** TCS agrees to furnish AGENCY with proprietary statistical data analysis of program effectiveness in regular intervals to be determined based on needs of the program.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	

SCHEDULE E4
COURTFACT SOFTWARE & MOBILE APPLICATION
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE E3** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   a. **SOFTWARE**. TCS agrees to furnish AGENCY with the CourtFact Cases software platform necessary for the operation of the CourtFact Client Mobile application. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time as dictated by their protocol.
   b. **MODE OF PRICING**. TCS shall charge a monthly fee for each active module instance within the software platform for any minimum number of days within a calendar month on the schedule outlined below:

Monthly Minimum:	$100.00 (to include up to 100 instances of individually used modules)
1-500 Module Instances:	$1.00ea
501-1,000 Module Instances:	$0.90ea
1,001-3,000 Module Instances:	$0.75ea
3,001+ Module Instances:	$0.50ea
Data Allotments:	
500 Notifications & Data:	$15.00/month
1,000 Notifications & Data:	$25.00/month
2,000 Notifications & Data:	$40.00/month

   Data Allotments include any ratio of SMS text, email, or photos and must be selected prior to billing cycle and are subject to terms in Section 2.b.ii & iii.
2. **LIMITATIONS OF USE**
   a. **MODULES**. AGENCY is provided with unlimited use of all standard modules per client, per month. Standard modules are defined as the following features: Photo Login, Facial ID Login, Events, Tracking, Discussions, Check-In, Broadcast, Financials, and Reporting.
   b. **DATA USAGE & NOTIFICATIONS**. AGENCY is provided with an allotment during each billing cycle:
      Push Notifications: Unlimited
      i. Data Usage & Other Notifications includes SMS Text, email, and photos sent to or collected from clients.
      ii. Data Usage & Other Notifications can be used on any number of module instances, active clients and for any method described in Section 2.b.i.
      iii. Data Usage & Other Notifications cannot be reserved, transferred, or otherwise carried over to any other billing cycle, credited for future or past billing cycles, or used on module instances or clients other than those covered under this specific SCHEDULE.
      iv. If an overage should occur, AGENCY is charged at a rate of 5¢ for each instance of SMS text message, email, or photo either sent to or collected from clients in excess of the total allowable allotment for that billing cycle.
3. **SERVICES**
   a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   b. **ON-SITE SERVICES**. TCS will provide staff to visit AGENCY's location in order to address any questions AGENCY personnel may have.
4. **CONFIDENTIAL INFORMATION**
   a. **CONFIDENTIAL INFORMATION.** In connection with this AGREEMENT, TCS may furnish the AGENCY with software, user and training manuals, data, designs, drawings, plans, layouts, specifications, and other information provided by or on behalf of TCS as it pertains to its software or any of its components. This information is proprietary and confidential to TCS. Confidential Information may not be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. AGENCY agrees not to disclose any confidential or proprietary information.

5. **OTHER SPECIAL TERMS**

A. **BASIS COST WAIVER.** TCS will waive the basis cost for use of CourtFact limited to clients designated as being in the AGENCY's pre-trial program and will include all standard modules premised on the following:

i. If AGENCY wishes to utilize other forms of notification to clients, the cost structure for Data Usage & Notifications in Section 1.b. will be charged at the costs stated and fall under the same provisions stated in Section 2.b.

ii. Waiver of the basis cost is contingent on the continued exclusive use of TCS supply and services for all other programs covered under this AGREEMENT.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	