

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