



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, February 15th, 2013
Council Chambers Courtroom – Citizens Square

1. Approval of the minutes of February 8th, 2013.
2. Approval of agreement for auctioneering services for the 2013 Allen County Tax Sale.
3. Approval of Application Service Provider Agreement between the Board of Commissioners and SunGard Public Sector Inc on behalf of the Allen County Auditor.
4. Approval of agreement to provide training services between the Board of Commissioners and Blue Jacket, Inc on behalf of Community Corrections.
5. Approval of Vacation Bank Request on behalf of the Allen County Sheriff's Department.
6. Other Business:
7. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of February 15th, 2013.
8. Comments from the Public.
9. 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.



THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Citizens Square · 200 East Berry Street Suite 410 · Fort Wayne, IN 46802
Phone: 260.449.7555 · Fax: 260.449.7568 · Email: commissioner@allencounty.us

Linda K. Bloom Therese M. Brown Nelson Peters

February 15, 2013 Legislative Session Sign-in Sheet

NAME (Please Print)

REPRESENTING

Shirley Ardy

ACCC

Susan Orth

Treasurer

Vivian Sade

Journal Gazette

Ken Neumersten

Freedom Consulting



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, February 8, 2013
Council Chambers Courtroom – Citizens Square

Commissioners Present: Therese Brown, Nelson Peters
Commissioners Absent: Linda Bloom

| | | |
|-----------------|----------------|----------------------|
| Others Present: | Chris Cloud | Commissioners Office |
| | Mike Green | Commissioners Office |
| | Bill Fishering | County Attorney |
| | Lori Keys | Fort Wayne Trails |
| | Nikki Liter | DPS |
| | Mark Royse | DPS |
| | Bill Hartman | Highway Department |
| | Kim Yagodinski | Highway |
| | Ken Neumeister | Freedom Consulting |
| | Ozzie Mitson | LHN |
| | Vivian Sade | Journal Gazette |

Commissioner Brown called the meeting to order at 10:04 AM. Commissioner Brown led the meeting with the Pledge of Allegiance and a moment of silence.

- 1. Proclamation for One Billion Rising.** Commissioner Peters read the proclamation regarding the campaign to end violence against women and girls.
- 2. Approval of the minutes of February 1st, 2013.** Commissioner Peters made a motion to approve the minutes of February 1, 2013. Commissioner Brown seconded the motion. Motion carried 2-0.
- 3. Interlocal Cooperation Agreement between the Board of Commissioners and Town of Huntertown for retention of tax abatement for Parco, Inc.** Nikki Liter, DPS, stated in December of 2011 an abatement was done in Huntertown for a company called Parco, Inc. At the time they were just leasing a building in Huntertown and the abatement was on equipment they had purchased. It was approved for a 3 year abatement and then this year they found a building that they wanted to buy but it happened to be in Allen County and they want to be able to keep that abatement on the equipment. This is an agreement between Allen County and Huntertown where Huntertown will still keep the last 2 years of the abatement and then after that, the tax roll will be in Allen County. Huntertown is asking that they can still do the abatement on the equipment for the next two years. Commissioner Brown asked how that affected them tax wise? Nikki replied that this year they will still be approved for 66% of the deduction so Huntertown will still receive the taxes on that 33%. Next year it will be 33%. The Allen County Council approved a vacant building deduction for the building that they took over in Allen County which will give them 100% deduction on the first year and then 50% on the second year of the assessed value not on any improvements. Commissioner Peters made a motion to approve the Interlocal Cooperation Agreement between the Board of Commissioners and Town of Huntertown for retention of tax abatement for Parco, Inc. Commissioner Brown seconded the motion. Motion carried 2-0.

4. **Technical Assistance Agreement between the Board of Commissioners and IPFW for use of the Community Research Institute.** Mark Royse, Deputy Director-Economic Development presented this item. He stated this is an annual contract which up until about 4 years ago ran through the Chamber of Commerce. This is directly between the Board of Commissioners and the Community Research Institute. The contract calls for specific work products and added to that last year was 4 appearances quarterly before the Board of Commissioners to update them on the economic ideas at the time. Commissioner Peters made a motion to approve the Technical Assistance Agreement between the Board of Commissioners and IPFW for use of the Community Research Institute. Commissioner Brown seconded the motion. Motion carried 2-0.

5. **Approval of 2012 Mileage Certification Report compiled by the Allen County Highway Department**

| | |
|---|--------------------|
| 2011 Mileage Certification | 1354.58 miles |
| New, Accepted and maintained streets for 2012 | 4.99 miles |
| INDOT Road Transfer (Old US 24) | 9.11 miles |
| <u>Fort Wayne Annexations</u> | <u>-0.11 miles</u> |
| 2012 Requested Mileage | 1,368.57 miles |

Bill Hartman, Highway Director, stated this is the part of the basis for our funding so we try to make sure it is updated every year so that we take advantage of all funds available for us. Commissioner Peters made a motion to approve the of 2012 Mileage Certification Report. Commissioner Brown seconded the motion. Motion carried 2-0.

6. **Supplemental Agreement # 2 – Project Coordination Contract between Board of Commissioners and INDOT for the adjustment of funding for additional Preliminary Engineering services for Flutter Rd from St. Joe Rd to Schwartz Rd, Project # 05-276.** Bill Hartman, Hwy. Director, stated this makes available another \$13,880 in this agreement. \$3,470 of that which will be ours for calculating an alternate pavement evaluation. Commissioner Peters made a motion to approve Supplemental Agreement # 2 – Project Coordination Contract between Board of Commissioners and INDOT for the adjustment of funding for additional Preliminary Engineering services for Flutter Rd from St. Joe Rd to Schwartz Rd. Commissioner Brown seconded the motion. Motion carried 2-0.

7. **Warranty Deed – Dedication of Right of Way**

a. **Parkview Health System, Inc. – Norarrow Dr -West of Diebold Rd – an additional 5'**

Bill Hartman, Hwy. Director, stated this is part of development. They dedicate right of way to us and eventually we will take over maintenance of some of the internal roads out there. Commissioner Peters made a motion to approve the Warranty Deed. Commissioner Brown seconded the motion. Motion carried 2-0.

8. **Change Order # 61 – Maplecrest Rd – SR 930 to Lake Ave, Project # 00-227. Cost - \$0.00. Reason for Change: Contract completion time extension.**

Bill Hartman, Hwy. Director, stated this extends the November 23 completion date another 48 days to January 10, 2013 to complete a couple of projects. Commissioner Peters made a motion to approve Change Order # 61 for Maplecrest Rd. Commissioner Brown seconded the motion. Motion carried 2-0.

9. **Bid Award for Bid Ref # 01-13, Carroll Rd Bridge # 57 over Martin Johnson Drain, Project # 00-029 and Carroll Rd Bridge # 58 over Geller Drain, Project # 00-015, for new bridge construction, to Primco, Inc for the cost of \$1,166,668.32.**

Bill Hartman, Hwy. Director, stated these two bridges are located east of US 33 on Carroll Road and just about a mile or so apart so they were bid simultaneously to coordinate the two projects. The engineers estimate on this project was \$1,499,187 so the bid is under by \$332,518. This is not a federal project and is all locally funded. Commissioner Peters made a motion to approve Bid Award for Bid Ref # 01-13, Carroll Rd Bridge # 57 over Martin Johnson Drain, Project # 00-029 and Carroll Rd Bridge # 58 over Geller Drain, Project # 00-015, for new bridge construction, to Primco, Inc for the cost of \$1,166,668.32. Commissioner Brown seconded the motion. Motion carried 2-0.

10. Approval of Post Issuance Tax Compliance Policy. Bill Fishing, County Attorney, presented this item. He stated the IRS is recommending that bodies that issue bonds and/or lease purchases that are debt, which are tax exempt, adopt a post issuance policy to ensure that you continue to conform with the ongoing requirements of the IRS which go on until the bonds are paid off. This policy basically designates the Auditor as your Post Issuance Compliance Officer. The Auditor's office has reviewed and approved this and Mr. Fishing recommended its approval. Commissioner Peters made a motion to approve the Post Issuance Tax Compliance Policy. Commissioner Brown seconded the motion. Motion carried 2-0.

11. Ordinance authorizing the Auditor to use surplus bond proceeds for the payment of debt service. Mr. Fishing, County Attorney, stated that when we issued the Maplecrest Bridge bond we anticipated that we would have a much more expensive project than it turned out. Based on engineers estimates the State of Indiana required us to deposit all of the funds based upon the estimate before they would award the job. As it turns out we have come to the conclusion that we have approximately \$3,000,000 left in the bond fund. We are allowed under state statute with the Commissioners approval to use that to pay the bond debt service. This ordinance would allow the Auditor to directly pay out of that fund approximately the 2.5 debt service payments so we would request approval of this ordinance. Commissioner Peters made a motion to approve the Ordinance authorizing the Auditor to use surplus bond proceeds for the payment of debt service. Commissioner Brown seconded the motion. Motion carried 2-0.

12. Appointments to the Building Department Board.

Chris Cloud, Executive Assistant, stated the names before the Commissioners are Jim Scheil and Jon Brelje. Commissioner Peters made a motion to approve the appointments to the Building Department Board. Commissioner Brown seconded the motion. Motion carried 2-0.

13. Other Business:

Bill Fishing, County Attorney, stated that Gump Road is in the process of acquiring right of way. There was an error in one of the acquisitions. When the title work was being completed it was noticed they turned around the temporary easement and the regular easement. He asked the Commissioners to approve the corrected deeds with Brick Properties LLC. There is no additional expense to do this. Commissioner Peters made a motion to correct **Brick Properties, LLC**. Commissioner Brown seconded the motion. Motion carried 2-0.

14. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of February 8th, 2013. 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 February 8, 2013. Commissioner Brown seconded the motion. Motion carried 2-0.

15. Comments from the Public.

16. Motion to Adjourn. There being no further business, the meeting was adjourned at 10:27 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, 1 East Main Street, Room 300, Fort Wayne, IN 46802, or by phone at (260) 449-7217.

#2

February 7, 2013

AUCTION PROPOSAL/AGREEMENT

FOR:

The ALLEN COUNTY TREASURER'S TAX SALE

PROJECT LOCATION:
CITIZEN'S SQUARE
200 E BERRY STREET
FORT WAYNE IN 46802

PRESENTED TO:
SUSAN L ORTH
TREASURER ALLEN COUNTY

SUBMITTED BY:
HARVEY AUCTIONS
9109 STELLHORN CROSSING PARKWAY
FORT WAYNE, INDIANA 46815
randyharvey@msn.com
260-413-2854 FAX: 260-492-6920

AUCTION PROPOSAL/AGREEMENT CONTINUED

Changes: _____

PERSONS BOUND:

This agreement is an exclusive right to sell at public auction and any other mutually approved method of liquidation with Harvey Auctions. This agreement shall be binding upon the parties that sign this agreement and to their successors.

Authorized Signature(s) For Seller:

[Signature] Date: 2-15-13
[Signature] Date: 2-15-13
[Signature] Date: 2-15-13
Date: _____

Address: 200 E. Berry St. Ste. 410, Ft. Wayne, IN 46802

Phone: 260-449-7555

Fax: _____

Harvey Auctions

Randy L. Harvey Date 2-7-2013

260-413-2854

SUNGARD® PUBLIC SECTOR

#3

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated December 14, 2007 herewith (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector) and Allen County, IN (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

| | | | |
|--------------------------|--|--------------------------|-------------------------------------|
| Customer Name: | Board of Commissioners of the County of Allen, IN | <input type="checkbox"/> | <input type="checkbox"/> |
| Agreement Number: | ALLN-1032LG-130132-1 | Initial Order Form | <input checked="" type="checkbox"/> |
| | | Replacement Order Form | <input checked="" type="checkbox"/> |

1. **Initial Term:** Begins February 1, 2013 and expires sixty (60) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.

2. **Application Groups: Start-Up Fees and Monthly Access Fees**

| | Applications and/or Services | Monthly Access Fee |
|---|--|--------------------------------|
| Renewal Service | ASP Renewal - 071504-1, 071504-2, 071504-3 | \$ 5,300 |
| Existing Products (Currently Licensed) | GMBA with Extended Reporting (GM/ER), Purchasing Inventory (PI), Asset Management (FA), Payroll/Personnel (PR), Rec Trac Interface to GMBA (VG), Document Management Services (DX), QRep Catalogs for GM, PR, PI, FA (CJ), Time Keeping Interface (TC) | Included in Monthly Access Fee |
| Existing Products (Third Party - Currently Licensed) | Cognos Admin License (1), Cognos End User License (8) | Included in Monthly Access Fee |
| Retrofit Maintenance | 11 Objects | Included in Monthly Access Fee |
| Services | HELP Card, Disaster Recovery Plan for SunGard Public Sector applications | Included in Monthly Access Fee |
| Concurrent Sessions - Monthly Access Fee | | |
| 10 | ASP Shared Environment | Included in Monthly Access Fee |
| | Subtotal: | 5,300 |
| | Total Proposed System: | \$ 5,300 |

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

*Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

3. **Payment Terms:**

Monthly Access Fee: The initial Monthly Access Fee will be due February 1, 2013. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of sixty (60) months at the rates listed below.

SUNGARD PUBLIC SECTOR

Months 1 – 12 \$ 5,300.00 per month or \$63,600.00 per year;
Months 13 – 24 \$ 5,459.00 per month or \$65,508.00 per year;
Months 25 – 36 \$ 5,623.00 per month or \$67,473.00 per year;
Months 37 – 48 \$ 5,791.00 per month or \$69,497.00 per year;
Months 49 – 60 \$ 5,965.00 per month or \$71,582.00 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Notes:

¹ Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

² Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

- Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
- Third Party Software and Hardware.** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, IN

BY:



Therese Brown Linda Bloom

PRINTED NAME: F. Nelson Peters

PRINTED TITLE: Commissioners

DATE SIGNED: 2-15-13

SunGard Public Sector Inc.

BY:



PRINTED NAME: Raymond Perkes

PRINTED TITLE: VICE PRESIDENT

DATE SIGNED: 02/04/2013

SUNGARD PUBLIC SECTOR

VIA OVERNIGHT MAIL

February 5, 2013

Tera Klutz
Allen County
1 East Main Street, Suite 102
Fort Wayne Indiana 46802

Dear Ms. Klutz:

Enclosed are two (2) copies each of the SunGard Public Sector executed copies of the Application Service Provider Renewal Agreement. Each copy has been executed by an authorized SunGard Public Sector representative.

Upon your review and approval, please have all copies executed and return one of each to my attention and retain the others for your files.

If you have any questions, please contact your Client Services Representative Jay Crutchfield at 407-304-3120 or me at 407-304-3894.

Sincerely,



Hannafer Bacchus-Moore
Contracts Specialist II

Enclosures

AGREEMENT TO PROVIDE TRAINING SERVICES

This Agreement to Provide Training Services (this "Agreement") is entered into effective as of the 15 day of February, 2013 (the "Effective Date"), by **Blue Jacket, Inc.**, an Indiana nonprofit corporation ("BJI"), and the **Board of Commissioners of the County of Allen, Indiana** (the "Commissioners").

RECITALS

- A. BJI provides various services on a nonprofit basis, including training in a program called the "Career Academy". The Career Academy is structured to enhance the abilities and opportunities to obtain employment, and to improve job skills of the persons that attend and complete the Career Academy (collectively, the "Training").
- B. Allen County Community Corrections ("ACCC") is an agency of Allen County, Indiana, which is under the supervision of the Commissioners.
- C. The Commissioners and BJI are entering into this Agreement pursuant to approvals given by both the Commissioners and BJI's Board of Directors.
- D. This Agreement establishes the general provisions needed to support and guide a collaborative effort between BJI and ACCC for the purposes of training adult offenders under ACCC supervision, which will involve graduates of the Training being given access to BJI's job placement services, vocational training, alumni activities, and resources if they remain crime-free.
- E. The Career Academy provides clients of BJI (the "Clients", or in the singular form, each a "Client") with instruction in the soft skills needed to obtain and retain employment through a professionally-driven, simulated workplace environment in the classroom with attendance requirements that include strict punctuality, homework completion, and dress code, and efficient job searching methods, communication and social skills, which gauges employability. To assist BJI in offering the Training, many community agencies provide support services such as financial literacy, educational services, vocational training, child support determination, counseling, voting and other alumni clubs and activities.

AGREEMENT

Now therefore, in consideration of the services to be provided by BJI to ACCC, and the payments to be made by the ACCC, as approved herein by the Commissioners, under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **OBLIGATIONS OF BLUE JACKET.** BJI shall provide the following services and materials to ACCC and the Clients, in a manner that BJI determines is appropriate, in its sole discretion:
 - 1.1 BJI shall provide adequate staff to do the following:
 - 1.1.1 Conduct an intake and orientation session for the Clients;
 - 1.1.2 Conduct the Training in a four-week session; and
 - 1.1.3 Conduct follow up contact with the graduates for employment data.
 - 1.2 BJI shall provide various support services for the Clients, such as enrollment in BJI's temporary employment agency known as "Opportunity Staffing", other training through educational partnerships, and volunteer and other work-related opportunities.

- 1.3 BJI shall provide the instructional materials (all of which are subject to BJI's intellectual property rights, including copyright, and are proprietary to BJI) that BJI believes are necessary to conduct the Training, including without limitation, a PowerPoint, handouts, folders, resume paper and envelopes, stamps, and upon completion of the Training, certificates evidencing such completion, and a professional padfolio (collectively, the "Training Materials").
- 1.4 BJI shall provide the Training at a level of third grade reading, kinesthetic in delivery and dynamic, adjusting to the class's literacy and intellectual level. The pre-employment training shall consist of: best job searching training, sales, first impressions, overcoming obstacles of job searching with a criminal background, the power of accountability, employer red flags, job searching fundamentals, tips for completing applications, better job searching and the hidden job market, networking strategies, cold calling strategies, goal setting, identifying your skills and the skills employers want, resume writing, cover letter writing, reference sheet writing, a minimum of two practice/mock interviews with local human resource professionals, employers, as well as staff, career assessments, career action planning, how to communicate during conflict on the job, networking with employers during an employer round table event, and several hands-on job assessment projects, and basic computer literacy.
- 1.5 BJI shall provide other opportunities that are congruent with job retention, including without limitation, Financial Literacy Training from a local nonprofit partner, voter registration, meeting with child support (IV-D) professionals, enrollment into the Educational Opportunities Center, Myers-Briggs personality assessments, enrollment into the www.secondchancenetwork.com social network, interaction with banking professionals from six local banks, and interaction with college admissions professionals from up to six local universities. The Clients who successfully complete the Training shall have the opportunity to participate in alumni activities, and if available, any additional training offered via partners of BJI, such as CORE Curriculum training from Associated Builders and Contractors of Indiana, or educational workshops from Indiana Tech, such as basic computer training, basic math, or basic English.
- 1.6 Each Client that successfully completes the Training shall have the opportunity to obtain job-searching support, networking, and other training opportunities as determined by BJI in its sole discretion, at BJI's offices located at 2826 South Calhoun Street, Fort Wayne, Allen County, Indiana 46807 (the "BJI Office") for a time period prescribed by BJI, or until the Client is convicted of a new crime.
- 1.7 BJI shall, upon ACCC's written request, provide ACCC with information regarding the Clients, including without limitation, performance and results achieved during the Training.
- 1.8 Clients shall be entitled to select clothing items from BJI's clothing bank (the "Clothing Bank"), as determined by BJI, at no cost to ACCC or the Clients.
- 1.9 BJI shall have no obligation to ensure that any Client successfully completes the Training.
- 1.10 BJI will collect statistics on referrals, graduation, increased knowledge, placement, retention, and satisfaction of services on an annual basis for reporting.
- 1.11 For each Client referral, BJI shall give ACCC an invoice (each, an "Invoice") in the sum of \$287.00 (the "Client Fee") after the Client completes the first 30 hours of the Training. Classes will be scheduled for 3 hours per day each business day in a 4-week period, subject to delay, extension, or cancellation because of inclement weather or other events beyond the control of BJI.

- 1.12 If BJI places a Client with an employer for temporary employment through Opportunity Staffing, as the direct result of ACCC's referral or efforts, ACCC shall be entitled to a credit of \$50.00 as a "referral or finder's fee" against a Client Fee that would otherwise be payable to BJI, provided the Client completes either (i) 90 days of employment, or (ii) the full term of the Client's temporary employment contract.
- 1.13 If less than twelve (12) Clients appear for an initial session of a Class, BJI may cancel the Class, or merge ACCC Clients with other Clients with criminal backgrounds, in lieu of cancelling the Class. BJI reserves the right to cancel a Class because of inclement weather or other reason that BJI reasonably believes will interfere with the successful completion of the Class.
- 1.14 Pursuant to Ind. Code §22-5-1.7-11, during the term of this Agreement, BJI shall enroll all of its newly-hired employees (the "New Employees") in, and verify the work eligibility status of the New Employees through, the "E-verify Program", unless the E-verify Program ceases to exist. BJI, by its undersigned representatives, represent and warrant that BJI does not knowingly employ unauthorized aliens.

2. OBLIGATIONS OF CLIENTS TO BJI.

- 2.1 The Clients shall be expected to strictly adhere to the requirements of BJI in connection with the Training (the "Training Requirements"). If in BJI's sole opinion a Client is unwilling or unable to comply with all of the Training Requirements, BJI shall be entitled to terminate the Client's participation in the Training.
- 2.2 The Client will be placed on a "Pending Status" if unable to complete the training due to obtaining employment, sickness, full time education, or any other agreed purpose with the BJI Facilitator. Pending Status allows the Client to resume the Training at some point later in time where it was left off to be able to graduate the Training.
- 2.3 The Client shall pay a \$30.00 enrollment fee prior to beginning the class, and shall complete all necessary enrollment documents required by BJI.
- 2.3.1 If the Client is considered a "drop-out", also known as "unsatisfactorily released", for any violation of the Training Requirements, the Client will be charged a new \$30.00 enrollment fee for any subsequent re-enrollment in the Training.
- 2.3.2 If the Client is placed on a Pending Status and begins a Class at a time, the Client will not be required to pay a new enrollment fee.
- 2.4 Each Client that receives free clothes from the Clothing Bank will return the clothes washed within 7 days of dropping out of a Class, unless the Client re-enrolls for the next available Class.

3. OBLIGATIONS OF ACCC.

- 3.1 ACCC shall give BJI Notice (as defined in Section 7.1) at least three days before a Class is scheduled to commence, the names and other relevant personal information requested by BJI for the Clients that will attend the Class. If such information is not provided timely, BJI may, but is not required to, reschedule the Class to a later date.

3.2 ACCC shall pay in full (except for any credit due under Section 04.12) to BJI the Client Fee within 10 days of ACCC's receipt of an Invoice.

3.3 ACCC shall not distribute, copy, or retain any of the Training Materials to any person or entity without the express, prior written consent of BJI, which consent may be withheld by BJI for any or no reason.

4. LIABILITY; RISK OF LOSS.

4.1 BJI shall not be responsible or assume any liability for the acts or omissions of the Clients; however, BJI shall bear the risk of loss and be responsible and assume the liability for the acts or omissions of its staff that conducts the Training.

4.2 ACCC shall bear the risk of loss and be responsible and liable for the acts or omissions of the Clients; however, ACCC shall not be responsible or liable for the acts or omissions of the BJI staff that conducts the Training.

5. TERM.

5.1 The term of this Agreement shall be for one year, commencing on February 15, 2013 (the "Commencement Date"), and ending on February 15, 2014 (the "Term"). The Term shall be automatically renewed for successive periods of one year each (a "Renewal Term"), on the same terms and conditions contained in this Agreement, unless this Agreement is terminated under Section 5.1, or by written agreement of the parties.

5.2 This Agreement may be terminated by either party by the giving of Notice (as defined in Section 7.1) to the other party at least 30 days prior to the effective date of termination identified in the Notice.

6. EVENT OF DEFAULT; REMEDIES.

6.1 The default or failure by a party (the "Defaulting Party") to observe or comply with any provision or covenant in this Agreement, and such default or failure is not cured to the reasonable satisfaction of the other party (the "Non-defaulting Party") within 15 days of the date Notice of such default or failure is given, shall constitute an "Event of Default", and be a material breach of this Agreement. Any Notice of default that is given under this Agreement shall specify with reasonable particularity the basis for the Event of Default claimed.

6.2 If the nature of an obligation is such that more than 15 days are required for performance, but the Defaulting Party commences performance within such 15-day period, the Non-defaulting Party shall not be entitled to pursue its remedies available as long as the Defaulting Party diligently prosecutes performance to completion.

6.3 Upon the occurrence of an Event of Default, the Non-defaulting Party shall have all the other rights and remedies provided at law or in equity, including specific performance.

6.4 The prevailing party in any action initiated to enforce a claimed Event of Default shall be entitled to recover all reasonable attorney fees and other costs and expenses incurred in such action.

6.5 The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy shall not preclude or waive a party's right to use any or all other remedies. Such rights and remedies are given in addition to any and all other rights granted a party by law.

6.6 Time is of the essence in respect to all the undertakings and covenants of either BJI or ACCC in this Agreement. Neither an isolated waiver, nor a series of waivers, of any covenant, agreement, or condition shall constitute a waiver by either party of any obligation or covenant under this Agreement subsequently to be performed.

7. NOTICE.

7.1 Written Notice. Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement (each a "Notice") shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing.

7.2 Place of Notice. Notice to a party shall be given at the party's address stated below, or at such other address as a party may designate in a Notice to the other party:

If to BJI: Blue Jacket, Inc.
Attn: Anthony Hudson, Executive Director
2826 S. Calhoun St.
Fort Wayne, Indiana 46807

If to the Commissioners: Board of Commissioners of the County of Allen
Citizens Square, Suite 410
200 E. Berry Street
Fort Wayne, IN 46802

If to ACCC: Allen County Community Corrections
Attn: Sheila Hudson, Executive Director
201 W. Superior Street
Fort Wayne, Indiana 46802

7.3 Manner of Giving Notice. Notice shall be deemed given when:

7.3.1 Personal service of the Notice is made on the party to be notified but the party need not be present at the address designated under Section 7.2;

7.3.2 The Notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid;

7.3.3 The Notice is sent to the party to be notified by express courier such as "Federal Express", or such other similar carrier guaranteeing next day delivery. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

8 BINDING EFFECT. This Agreement and the covenants and conditions of it, shall apply to, and be binding upon, the parties and their respective heirs, successors, assign, and legal representatives.

9 TOTAL AGREEMENT; AMENDMENT. This Agreement represents the entire agreement of the parties, and supersedes all their prior negotiations and agreements pertaining to the Agreement or use of the Premises. This Agreement may only be amended in a writing signed by all parties.

10 CAPTIONS, NUMBER, AND GENDER. The captions appearing throughout this Agreement are included for convenience purposes only, and shall not be interpreted as substantive terms of this Agreement. Throughout this Agreement, the singular shall be interpreted to include the plural, and the plural the singular. Further, the use of any gender for convenience purposes only, and the use of one gender shall include all others.

11 AUTHORITY. Each person signing this Agreement in a representative capacity on behalf of a party warrants and represents to each other party that:

11.1 The person executing this Agreement has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of this Agreement; and

11.2 All corporate or other entity or governmental action necessary for the making of this Agreement has been duly taken.

12 EXECUTION BY ELECTRONIC MEANS. The parties agree that this Agreement may be transmitted electronically by them for execution, by email or facsimile transmission; and each party intends that either an original or an electronic signature of its undersigned representative shall be binding on the party.

13 MISCELLANEOUS.

13.1 Invalid Provision/Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

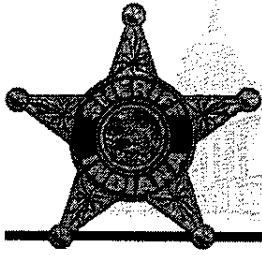
13.2 Governing Law. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

13.3 Rule of Construction. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

13.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

13.5 Computation of Time. In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

13.6 Force Majeure. If, by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state or local law, order, rule, or regulation, either party is prevented from complying with any obligation, covenant, or condition in this Agreement, then while so prevented, the condition shall be suspended, or the obligation or covenant shall be extended, the party shall be relieved of the obligation to comply with such obligation or covenant, and the party shall not be liable for damages for failure to so comply.



11/5

Kenneth C. Fries
Sheriff of Allen County

February 12, 2013

To: **Allen County Commissioners**


From: Sheriff Kenneth C. Fries

Re: Vacation Bank Request
Confinement Officer Michael Girardot, C#897

The Allen County Sheriff's Department is requesting permission for an "Employee Donation Vacation Day Bank" be established for **Confinement Officer Girardot**, who has suffered a medical emergency.

It is requested that any donated Vacation Day(s) from any County Employee be applied to **Confinement Officer Girardot's** pay.

Thank you.


Kenneth C. Fries
Sheriff of Allen County

715 S. Calhoun St. • Room 101 Courthouse • Fort Wayne, IN 46802-1805
Office: 260/449-7535 Fax: 260/449-7915 Communication: 260/449-3000

"An Equal Opportunity Employer"