

# **Agenda Item #6**

## Pitman, Deena

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**From:** Pitman, Deena  
**Sent:** Friday, May 19, 2023 11:59 AM  
**To:** Eric Halstrom  
**Cc:** Linkmeyer, Tom; Smith, Eric (HRC); Joseph Morris  
**Subject:** FW: Capital Request  
**Attachments:** 2023 Additional Capital Substitution Request.pdf

Eric, thank you for taking the time to discuss the attached request with me. Please consider this email response as IHRC approval of your request. Please note that this approval is based upon the purchase of the additional gator being purchased from the 'equipment renewal' funds initially approved for the drone procurement and not RCFAC monies.

Should you have any concerns, please feel free to contact me.

Sincerely,

**Deena Pitman**

Executive Director

[dpitman@hrc.in.gov](mailto:dpitman@hrc.in.gov)

317-233-3119



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**From:** Eric Halstrom <[EHalstrom@caesars.com](mailto:EHalstrom@caesars.com)>  
**Sent:** Wednesday, May 10, 2023 5:06 PM  
**To:** Pitman, Deena <[dpitman@hrc.IN.gov](mailto:dpitman@hrc.IN.gov)>  
**Cc:** Linkmeyer, Tom <[TLinkmeyer@hrc.IN.gov](mailto:TLinkmeyer@hrc.IN.gov)>; Smith, Eric (HRC) <[EricSmith@hrc.IN.gov](mailto:EricSmith@hrc.IN.gov)>; Joseph Morris <[JMorris1@caesars.com](mailto:JMorris1@caesars.com)>  
**Subject:** Capital Request

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Hello, Deena. Please see the attached request. Thank you.

Eric



**Eric Halstrom** | *VP and General Manager of Racing*  
O 317-713-3380 | M 612-401-0222  
4300 N. Michigan Rd. | Shelbyville, IN 46176



May 9, 2023

IHRC Chairman, Phillip Borst  
IHRC Executive Director, Deena Pitman  
1302 N. Meridian St.  
Indianapolis, IN 46202

Chairman Borst and Executive Director Pitman,

As you are aware we had several projects approved at the March IHRC meeting but one of them appears to be coming in at a lower cost than expected. (See below for the previously approved request.)

- *One (1) New and improved drone - \$40,000 (estimated)*
  - o *While we are all pleased with the results of our current drone we have learned where we have areas to improve. Those areas being the speed, wind and rain resistance and battery life with the current model. We have been closely monitoring new drone technology and believe that having two units, with the new one being more robust, could lead to fewer days where we're unable to provide a drone shot to our stewards and customers. The drone shot has been so popular for our customers that we want to keep Horseshoe at the forefront of this technology in the racing industry.*

It is estimated that the cost of the drone(s) will likely not exceed \$30,000. With that said we have come into a need for an additional Gator. The new Safety Steward, Michelle Dollase, needs transportation while doing her duties and it's caused an issue for the IHRC Investigative Team in sharing a golf cart. Therefore I am attaching a quote we have received to purchase a new Gator in the amount of \$11,342 that could be used for the IHRC to sign out and use at their discretion to coordinate transportation between the Investigators and Michelle.

Please let me know if you are able to approve this request outside of a full IHRC meeting. If so, we will move immediately to order the Gator and get it on-site as quickly as possible.

Thanks for your consideration.

A handwritten signature in blue ink, appearing to read "Eric Halstrom".

Eric Halstrom  
Vice President and General Manager of Racing  
Horseshoe Indianapolis

Cc: Eric Smith, Senior State Steward, IHRC  
Joe Morris, SVP Racing, Caesars Entertainment  
Tom Linkmeyer, Deputy Director, IHRC



JOHN DEERE

# Selling Equipment



Quote Id: 28785085

Customer: INDIANA GRAND RACING & CASINO

## JOHN DEERE GATOR™ TX (Model Year 2023)

Hours:

Suggested List

Stock Number:

\$ 13,058.00

Selling Price

\$ 10,600.00

Code	Description	Qty	Unit	Extended
56A4M	GATOR™ TX (Model Year 2023)	1	\$ 10,549.00	\$ 10,549.00
<b>Standard Options - Per Unit</b>				
001A	US/Canada	1	\$ 0.00	\$ 0.00
0509	PR - All Terrain Tires	1	\$ 0.00	\$ 0.00
1016	AT (All Terrain) Tires	1	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 559.00	\$ 559.00
3100	Cargo Box Manual Lift	1	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 559.00</b>
<b>Dealer Attachments</b>				
AP-JG21G	CANOPY	1	\$ 525.44	\$ 525.44
AP-JG411A	WINDSHIELD	1	\$ 174.56	\$ 174.56
<b>Dealer Attachments Total</b>				<b>\$ 700.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 900.00	\$ 900.00
	Setup	1	\$ 350.00	\$ 350.00
<b>Other Charges Total</b>				<b>\$ 1,250.00</b>
<b>Suggested Price</b>				<b>\$ 13,058.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -2,458.00</b>	<b>\$ -2,458.00</b>
<b>Total Selling Price</b>				<b>\$ 10,600.00</b>



Quote Id: 28785085

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Prepared For:  
**INDIANA GRAND RACING & CASINO**



SERVING OUR CUSTOMERS & COMMUNITY SINCE 1955

Prepared By: **Clinton Garber**

Reynolds Farm Equipment  
12501 Reynolds Drive  
Fishers, IN 46038

Tel: 317-849-0810

Fax: 317-849-0106

Email: [cgarber@reynoldsfarmequipment.com](mailto:cgarber@reynoldsfarmequipment.com)

# **Agenda Item #7**

**From:** [Pitman, Deena](#)  
**To:** [Rick Moore](#)  
**Cc:** [tony.renz777@gmail.com](mailto:tony.renz777@gmail.com); [John Delong](#); [Joseph Morris](#)  
**Subject:** RE: [EXTERNAL] RE: Request for Additional Funding for Apron Upgrade at HHP  
**Date:** Tuesday, May 16, 2023 4:56:00 PM  
**Attachments:** [Hoosier Park Entertainment Area Estimate 5.9.23.pdf](#)

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Rick, after reviewing the request below, the attached updated estimate and your responses to my additional questions, please accept this email response as the Indiana Horse Racing Commission's approval for this additional expenditure from the RCFAC money for the proposed Apron Upgrade at HHP for 2023.

Sincerely,

**Deena Pitman**

Executive Director  
dpitman@hrc.in.gov  
317-233-3119



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**From:** Rick Moore <RMoore9@caesars.com>  
**Sent:** Wednesday, May 10, 2023 2:34 PM  
**To:** Pitman, Deena <dpitman@hrc.IN.gov>  
**Cc:** [tony.renz777@gmail.com](mailto:tony.renz777@gmail.com); [John Delong <delongracing1@gmail.com>](mailto:delongracing1@gmail.com); [Joseph Morris <JMorris1@caesars.com>](mailto:JMorris1@caesars.com)  
**Subject:** RE: [EXTERNAL] RE: Request for Additional Funding for Apron Upgrade at HHP

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Hi Deena,

Please see attached revised quote for our Apron Upgrade Project. As you can see, we now have value engineered the project down to a price of \$325,000 but with the outside electrical work that we anticipate being needed we will be at the \$350,000 number that we have asked approval for.

Thank you,

Rick

**Rick Moore** | *VP & General Manager of Racing*  
O 765-609-4831  
4500 Dan Patch Circle | Anderson, Indiana 46013

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**From:** Rick Moore <[RMoore9@caesars.com](mailto:RMoore9@caesars.com)>



11071 East 126<sup>th</sup> Street  
Fishers, IN 46038  
p.317.773.9933  
[www.viveexterior.com](http://www.viveexterior.com)

May 9, 2023

The following is an estimate prepared for:

Hoosier Park  
4500 Dan Patch Circle  
Anderson, IN

***Estimate phase provided by Vive Exterior Design, LLC***

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**Landscape**

Install the following per the design:

- ◆ 6) Little Quickfire Hydrangea-5 gal.
- ◆ 12) Morning Light Maiden Grass-3 gal.
- ◆ 20) Wildberry Pow Wow Coneflower-1 gal.
- ◆ 20) Walkers Low Catmint-1 gal.
- ◆ 15) Pulverized Topsoil - Yards
- ◆ 3) Black Dyed Mulch - Yards



**Paver Patio (at ends of turf)**

Install a new paver patio per the design:

- ◆ Remove all asphalt within all planting, patio, and turf areas and haul away.
- ◆ Patio will be installed on a 6" compacted gravel subbase.
- ◆ Unilock's (Beacon Hill) paver will be installed with a Unilock (Series) border
- ◆ Patio edges will be held in place using paver snap edging.
- ◆ Easy Joint Compound will be swept into all paver joints.
- ◆ LIFETIME WARRANTY-UNILOCK
- ◆ 2 year warranty-Vive

**Client Initials:** \_\_\_\_\_



**Paver Patio (under pergola)**

Install a new paver patio per the design:

- ◆ Remove all asphalt within new paver area
- ◆ Patio will be installed on a 6” compacted gravel subbase.
- ◆ Unilock’s (Beacon Hill) paver will be installed with a Unilock (Series) border
- ◆ Patio edges will be held in place using paver snap edging.
- ◆ Easy Joint Compound will be swept into all paver joints.
- ◆ LIFETIME WARRANTY-UNILOCK
- ◆ 2 year warranty-Vive

◆ **Total.....\$ 47,394.00**



**Synthetic Turf**

Install a new synthetic turf area per the plan.

- ◆ Turf area will be built on a 4” compacted gravel base and then have synthetic turf installed over it.
- ◆ Sand will be broomed over the top of turf to hold in place and keep turf standing up.

**Client Initials:** \_\_\_\_\_





### ***Umbrellas***

- ◆ Install (8) Purple Leaf 11'x11' cantilever umbrellas with 20"x30"x30" concrete footer base.



### ***Azenco R-Shade Pergola***

Install a new Azenco aluminum R-shade pergola with the following:

- ◆ (8) 6x6 aluminum posts
- ◆ (26) recessed LED lights throughout with dimmer switch
- ◆ (5) ceiling fans with switch
- ◆ (8) concrete footers for posts
- ◆ Electrical from serving location and throughout the structure
- ◆ All permits included

**Client Initials:** \_\_\_\_\_





**String Lights**

- ◆ Install new LED string lights throughout the pergola for additional lighting and will be on a separate dimmer switch than the pergola lights.



**Payment Schedule:**

- **Total Contract** .....\$ 325,000.00
- **50% Deposit at signed contract** .....\$ 162,500.00
- **Due at completion of Paver Patio at end of turf area**.....\$ 75,000.00
- **Due at completion of Synthetic Turf**.....\$ 30,000.00
- **Due at completion of Paver Patio Under Pergola** .....\$ 30,000.00
- **Due at completion of Azenco Pergola**..... \$ 20,000.00
- **Due at Final Walk Thru**..... \$ 7,500.00

**Client Initials:** \_\_\_\_\_

**Payments:** A 50% deposit is required when the signed contract is returned. Projects will not be scheduled until both the signed contract and the required 50% deposit is received. All additional payments will be paid based on payment schedule provided. Client is responsible for all fees that may occur due to insufficient funds and will be required to pay by cash or cashier’s check only for that amount. Payment schedule is subject to change based on weather and site conditions or deviation from original design and contract. If changes are made, a new payment schedule will be provided. All change orders will require payment in full prior to installation. **A 3.5% convenience fee will be assessed for projects paid for by credit or debit cards.**

**Note:**

- Price is subject to change based on fuel surcharges from all deliveries as well as fluctuation in fuel costs from time of signed contract.
- The prices on this estimate are guaranteed for thirty (30) days from the date on the estimate.

**Acceptance of Proposal:**

\_\_\_\_\_ **I have read and accepted the attached “General Terms and Conditions”**  
(initial)

Vive Exterior Design, LLC is authorized to do the work as specified. A 50% deposit is enclosed.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**MEMBERSHIPS AND ACCREDIDATIONS:**



**Vive Exterior Design General Terms and Conditions**

**Acceptance:** The client, by accepting this contract, agrees to all terms and conditions.

**Client Initials:** \_\_\_\_\_

**Alteration to the Signed Contract:** Any alteration or deviation from the stated specifications will be executed by an additional agreement (**change order**) **signed by both parties which will outline the new specifications and list any additional costs.** **Change orders shall be paid in full before materials are ordered and before the work on the change order begins.**

**Change order materials could potentially have a lead time for production and delivery and could change the schedule of the job or be pulled off of the job completely until material arrives.**

**Change order materials could potentially have a restocking fee or may be non-refundable.**

**The landscape design plan is what will be followed and used upon installation of the project. The 3D concept, if applicable, is a rendering and for representative purposes only. The 3D concept is a rendering to help you as the client see your home after the project. Actual project may vary from the 3D concept due to elevations, materials, material colors, etc.**

**Pictures on proposal are for representative purposes only. Materials and colors may vary on actual materials.**

**Vive Exterior Designs only installs Thursday Pools. Vive Exterior is not a pool service company.**

**Workmanship by Contractor:** Vive Exterior Design, LLC (hereinafter VIVE) warrants that the work to be performed will be completed to industry standards and per the contract documents. All work is guaranteed to be as specified. All elements of the agreement are contingent upon strikes, accidents, weather, or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

**Insurance:** VIVE is fully insured. Copies of all insurance coverage are available upon request.

**Conditions of Job Site:** If between the times of the inspection and the date the work is to be performed there is a change in the conditions of the physical surroundings of the job site which require additional labor to complete the work, VIVE reserves the right to adjust the contract price to reflect the additional cost. If the new price is unacceptable to the client, he or she may cancel the contract. Time and material charges already incurred will be the responsibility of the client. The client guarantees to provide VIVE with the use of the entire job site and to keep access areas unobstructed during the performance of the proposed work. Should the performance of the work specified require that VIVE enter and make use of the adjoining property, it is the responsibility of the client to obtain permission from the adjoining property owner.

Inclement weather such as rains, freezing temperatures, snow, or other acts of God could potentially change the schedule of your project. Inclement weather may change the start date, but also the time frame upon project completion. Inclement weather will not only affect the day of the weather, but possibly days after, due to the following day(s) wet conditions. Vive will do our best to meet any deadlines and complete the project in a quick, timely manner, but the safety of our employees comes first.

**Driveway and Sidewalks:** Vive will not be held responsible for any kind of damage to driveway aprons, driveways, or sidewalks during construction. In most cases, the driveway will need to be used by machines and trucks to do the work. Vive will take many precautions to help prevent any type of damage to the surfaces, but Vive cannot know as to how the original contractor installed the base and concrete, the materials used, or the thickness of these items associated with the driveway and sidewalks.

Vive will mark where materials are to be dumped and stored within the work area or within a mutually agreeable location on the driveway or in the yard. In most cities and towns, they do not allow any materials to be dumped in the street. If that is not the case and it is allowed, at no point will any materials be left on the roadway overnight.

**Natural Stone Tonnage:** Vive has calculated the tons of natural stone on the proposal for the landscaping. However, tonnage from boulder to boulder can greatly vary due to how dense each boulder is. Vive cannot control the total tonnage due to these varying factors. Vive has proposed the tonnage to get as close to what is needed with our knowledge and calculations, but there is a chance that varying factors may change the total needed. Since this is an estimate, anything over the tonnage proposed will be charged \$256 per ton, plus labor, to complete install. This will be discussed with you, the client, if this issue arises.

**Natural Stone Colors and Shapes:** Colors and shapes of natural stone flagstones, steps, and boulders will vary due to the stones being natural. Any changes made to natural stones after delivery and/or installations will be a change order and charged accordingly.

**Client Initials:** \_\_\_\_\_

**Finish Grade Seed/Sod Square Footage:** Vive has proposed the amount of square footage as close as possible as to what we have determined will be disturbed during the construction process. There is a chance that varying factors may change the total needed to get the yard back to pre-construction. Since this is an estimate, anything over the proposed square footage will be discussed with you, the client, if this issue arises and a change order will be made with an agreed upon charge.

**Concealed Contingencies:** The client agrees to pay for additional time and material for any additional work or any time required due to concrete or other foreign matter in the ground, active hornet or wasp nests or beehives, or any other conditions not readily apparent in estimating the work specified. This may include additional dumpsters, equipment, exterminators, etc. Estimates for such work can be provided before the job starts or handwritten change orders may be signed by clients after the job has started. The client also agrees to pay for all permit fees which are additional to this contract as Vive does not know what the permit fees may be until filed. Fuel surcharges will also be passed on to the client from all deliveries as well as if fluctuation in the fuel costs from time of signed contract.

**Underground Utilities:** VIVE will contact the proper authorities to arrange for marking locations of all underground utilities but assumes no liability if damaged during construction. Any repairs to underground wiring, irrigation, etc. due to damage during installation as a result of not being marked, or improperly marked, are the responsibility of the client. VIVE assumes no responsibility for invisible dog fences or cable television lines or landscape lighting or any other private utilities if damaged. Extra labor charge may apply if privately run lines, such as, underground sprinkler, gas, dog fencing, etc. need to be moved or repaired due to damage in order to complete the construction/installation project.

**Payments:** A 50% deposit is required when the signed contract is returned. Projects will not be scheduled until both the signed contract and the required 50% deposit are received. All additional payments will be paid based on payment schedule provided. Payment schedule is subject to change based on weather conditions or deviation from original design and contract. If changes are made, a new payment schedule will be provided. All change orders will require payment in full prior to installation. **A 3.5% convenience fee will be assessed for projects paid for by credit or debit cards.**

Note: Client is responsible for all fees that may occur due to insufficient funds and will be required to pay by cash or cashier's check only for that amount.

**Design Revisions:** The client will be allowed one (1) revision to the original design before an extra cost is incurred. Any changes to the design after final approval or in the field are subject to an extra charge which will be assessed by a change order.

## **Guarantees**

**Landscaping:** VIVE will guarantee all new plants to be satisfactory growing condition upon plant installation, there is no one year warranty through Vive. It is the responsibility of the client to maintain proper plant growing conditions. Grass seed is not guaranteed to germinate. Sod is guaranteed to be in good condition upon arrival at job site. If you have any questions concerning any plant material, please call our office. Due to unpredictable availability, all materials are subject to substitution by the Designer without prior Owner approval. Material(s) will be substituted with alternate material(s) that is as near a match as is available to the intended material. We will always choose the next closest size, variety, dimension, etc. Your price will not change unless you are notified prior to the purchase of that material.

**Construction:** VIVE will guarantee all construction from abnormal defects for a period of one year from date of installation. All materials shall be guaranteed by their corresponding manufacturer. Copies of manufacturers' warranties can be provided upon request. **All VIVE guarantees are void unless job is paid in full upon completion.**

**Interlocking Paver Warranty - (covers dry laid, natural stone and paver systems)** Warranty period begins from date of completed construction for a period of TWO (2) years. All material is guaranteed to be as specified. Warranty covers broken or cracked pavers that are damaged during installation. Warranty covers loose pavers, loose edge restraints, and settlement of pavers in excess of 3/8" compared to adjacent pavers, walls, or stair treads. The guarantee covers the entire interlocking paver system, except projects that experience any of the following during the TWO (2) year warranty period:

**Client Initials:** \_\_\_\_\_

- (A) Warranty does not cover naturally occurring efflorescence of pavers, stains, or any damage due to uncontrollable circumstances.
- (B) Warranty is void if changes or alterations are made to the paver system. Warranty is void if new excavation, digging, or soil removal occurs within one foot of finished paver system.
- (C) Warranty is void if high pressure water is used to clean the surface or joint lines of the pavers.
- (D) Edge restraints in mulched planting beds can lift up during deep freezes; if requested we will reseal the affected edge restraints ONE (1) time during the warranty period.
- (E) Tree roots from existing trees can damage the interlocking paver system. We do not offer a warranty to protect the paver system from damage caused by existing tree roots.
- (F) Late Payment: all final payments are due UPON completion of work. Late payments for paver projects will result in the termination of the warranty.

If a warranty claim is made, it must be submitted within the TWO (2) year warranty period. Requested repairs are made by Integrity Hardscapes, or one of our approved sub-contractors, and the costs for the repairs are covered by us. If you wish to have another company complete the repairs, we do not compensate you or others for the repair, and the warranty is void.

*\*Material color will be matched as close as possible if a repair is made. Some variation in color may occur.*

### **Projects with Wood Structures**

Checking will be most prevalent near drilled holes, screws or bolts and on the ends of the material. If checking occurs at the end on both sides of the post and appears to form a check that is all the way through the material, this will be limited to just the end of the post and will not travel through the rest of the post.

Most checking will occur within the first few months after installation, once the wood has finally adjusted to the environment the checking will stop, so there are no worries of it getting worse or the check continuing to grow over the life of the fence.

Again, it is important to remember that checking will not affect the structural integrity of your fence or shorten its life span; this is a completely natural occurrence and is not covered under the warranty of the project.



**Client Initials:** \_\_\_\_\_



**Sent:** Thursday, May 4, 2023 6:06 PM

**To:** Pitman, Deena <[dpitman@hrc.IN.gov](mailto:dpitman@hrc.IN.gov)>

**Cc:** Joseph Morris <[JMorris1@caesars.com](mailto:JMorris1@caesars.com)>; John DeLong <[delongracing1@gmail.com](mailto:delongracing1@gmail.com)>;  
[tony.renz777@gmail.com](mailto:tony.renz777@gmail.com)

**Subject:** Request for Additional Funding for Apron Upgrade at HHP

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Hello Deena!

As you know the IHRC approved \$100,000 in RCFAC money for an Apron Upgrade at HHP for 2023. We have been meeting with the ISA on this project and, in fact, Tony reached out to the owner of Vive Landscaping who has given us his concepts of what the apron project could like (please see attached). You will notice that the cost is well north of \$100,000.

Having said that, the ISA Board has met and asked HHP what we thought about coming back to the Commission for an additional allocation request of \$250,000 in RCFAC funds, whereby we would spend a total of \$350,000 this year and complete the Apron Upgrade project in its entirety in 2023. I am excited to let you know that HHP is totally on board with what the ISA is proposing.

So, we would like to collectively ask your approval to spend an additional \$250,000 in RCFAC money on the Apron Upgrade project this year.

Respectfully,

Rick

<~WRD2664.jpg>

**Rick Moore** | *VP & General Manager of Racing*  
O 765-609-4831  
4500 Dan Patch Circle | Anderson, Indiana 46013



# **Agenda Item #8**

## Pitman, Deena

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**From:** Rick Moore <RMoore9@caesars.com>  
**Sent:** Thursday, June 1, 2023 2:27 PM  
**To:** Pitman, Deena  
**Cc:** Joseph Morris; John Delong; tony.renz777@gmail.com; Ryan Clendenen  
**Subject:** FW: AV Broadcast Production Switcher  
**Attachments:** 10718 - HHP Switcher Quote 4 28 23.pdf

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Hello Deena,

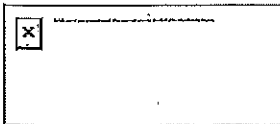
Please see below email regarding our current Audio/Visual Room Production Switcher. Harrah's Hoosier Park has met with the Indiana Standardbred Association and both parties agreed that this piece of equipment is of vital importance and benefits all parties racing at Harrah's Hoosier Park.

As such, the Standardbred RCFAC committee has approved the purchasing of a new production switcher with RCFAC funds.

We would respectfully ask IHRC approval for the acquiring of a new Production Switcher. We are looking at a lead time of four to six weeks for installation once we hopefully receive Commission approval to move forward.

Thank you,

Rick



**Rick Moore** | *VP & General Manager of Racing*  
O 765-609-4831  
4500 Dan Patch Circle | Anderson, Indiana 46013

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**From:** Ryan Clendenen <RClendenen@caesars.com>  
**Sent:** Thursday, June 1, 2023 2:12 PM  
**To:** Rick Moore <RMoore9@caesars.com>  
**Cc:** Ryan Clendenen gMail <ryanclendenen@gmail.com>  
**Subject:** AV Broadcast Production Switcher

Rick,

The Production Switcher is what is used to put the Live Racing Broadcast Together. It is used to put together all of our Cameras, Graphics, Tote Data into what you see on the TVs, and Broadcast out through the Uplink.

The one we currently have is past its recommended Life. Ross, the Manufacturer, no longer makes parts for our Production Switcher, and because of this no longer supports it.

We could lose a Camera, and still have a production. Same with a Microphone, Tote Data, or a Graphics Machine. If the Production Switcher Fails, there is not much more that we can do other than show a single Camera, or Tote Data. No Overlays, or race label, times, etc.

My Biggest Fear is not getting this replaced before it MUST be replaced.

Thanks,

Ryan



**Ryan Clendenen** | *Audio Visual Manager/Producer*  
O 765-609-4885 | M 765-635-5763  
4500 Dan Patch Circle | Anderson, Indiana 46013

## Quotation # 10718

Router and Panel Swap

**Quotation Date:** 04/21/2023 15:54:39  
**Expiration Date:** 06/30/2023

**Invoice Address:**  
Caesars Entertainment,  
Accounts Payable - 648  
HARRAH'S HOOSIER  
PARK  
ATTN: CONDUENT  
PLANT 1  
6 FOUNDERS BLVD  
El Paso TX 79906  
United States

**Delivery Address:**  
Caesars Entertainment  
ATTN: Audio / Video 4500  
Dan Patch Circle Anderson  
IN 46013 United States

**Account Manager:** Brady Davis  
**Creation Date:** 04/21/2023  
**Offer Valid Until:** 06/30/2023

### About Us:

Force Technology Solutions, LLC is a professional audio / video / broadcast design build and integration firm. We specialize in fully custom solutions for technology integration in any market. From corporate solutions to large format production environments such as sports venues, concert venues, & houses of worship, our attention to detail and commitment to excellence ensures your project serves your needs and individual workflow demands.

### Project Description:

Force Technology Solutions, LLC (hereinafter referred to as "Force Tech") proposes Router and Switching panel swap for Caesars Entertainment -Hoosier Park (hereinafter referred to as "The Client").

Force Tech will replace the Clients failing video router with a new Ross Video FR5 Ultrix Router. Force Tech will integrate the OEF patch panel for all existing I/O. Force Tech will provide proper conversion boxes to integrate all legacy satellite receivers into the new system. New multiview engines and router panels will be installed for each designated operator.

Force Tech will replace the failing Acuity switcher and panel with a new Touch drive 2 M/E Panel. This will go in the existing switcher panel location. A 2 M/E license will be added to the OFE Carbonite Ultra.

### PROJECT ASSUMPTIONS:

+1 317-586-2844 @ info@forcetechsolutions.com <http://www.forcetechsolutions.com>

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The following are considered assumptions by Force Tech. If assumptions are found to be false, a change order could occur at the responsibility of the Client or installation timeline could be changed.

- \* IT Networking and Switches - PROVIDED BY THE CLIENT
- \* High Voltage / AC power to be provided by the Client. Force Tech will call out system power requirements and locations.
- \* Client is responsible to provide all necessary conduit and/or cable paths.
- \* Client will provide full access to rooms during working hours (7:00 am to 7:00 pm) during weekdays for installation. Lack of access to the rooms at this time could result in a change order for additional labor costs.
- \* Due to the nature of the systems involved, there is an expected loss of use of audio, video, lighting, control, and network systems during the installation and commissioning phase of the project. Any temporary use of the systems during the installation/commissioning of this project must be coordinated with the Project Manager before onsite work begins.

#### PROJECT COMPLETION CHECKLIST:

This project will be considered substantially complete when the following items are complete:

- \* New 2 M/E License added and Touch Drive panel installed and commissioned.
- \* New 80x80 Video router with proper i/O cards and Open Gear conversion installed and integrated with the OFE patch panels.
- \* Full system programmed and commissioned.
- \* System training and manufacture training provided upon completion of the integration
- \* Force Tech representative on-site for the first 2 events.
- \* Rack-mounted equipment is installed and all cables are properly managed
- \* Job-site is cleaned and ready for turnover
- \* Drawings are delivered to Client (if relevant to this project)

#### PAYMENT SCHEDULE:





Equipment Deposit + 25% Project Labor - Due upon receipt at acceptance (full price of provided equipment)

Progress Billing - Progressive billing may be used for any project that exceeds two weeks or is paused and resumed for any reason. Progress invoices will be used to bill for labor, materials, or other fees that are part of the project but are not covered by the initial deposit. Progress invoices will continue (frequency dependent on project) until 95% of the project total has been billed. Remaining 5% of project total balance will be billed at project completion.

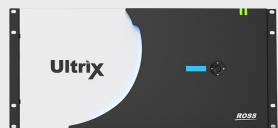
Final Billing: Remaining balance, including accrued shipping fees, billed at the completion of the project (Due Upon Receipt)

All shipping fees are Prepaid & Add unless specifically quoted on the proposal.



Credit Card payments are subject to 3% processing fee.

Description	Quantity
<b>Switcher Panel and Control</b>	
	<p>Ross Video, Inc. TD2S-PANEL            TouchDrive 2 ME S Series Panel</p> <p>1.000 Unit(s)</p>
	<p>Ross Video, Inc. TD-TouchScreen            TouchDrive TouchScreen Display</p> <p>1.000 Unit(s)</p>
	<p>Ross Video, Inc. CUF-PSU            Carbonite Ultra Standard Power Supply</p> <p>2.000 Unit(s)</p>
	<p>Ross Video, Inc. CUF-ADD-ME2            ME2 (Adds HD ME 2 and UHD ME 1 option to CUF-124 Engine)</p> <p>1.000 Unit(s)</p>
	<p>Ross Video, Inc. RCP-QE36            Ethernet Enabled 36 LCD + 8 Fixed Buttons Control Panel</p> <p>4.000 Unit(s)</p>
<b>Subtotal</b>	<b>\$ 42,739.00</b>

**Ultrix Routing and Processing**

	<p>Ross Video, Inc. ULTRIX-FR5            Ultrix 5RU Frame            Bundle</p> <p>1.000 Unit(s)</p>
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	Description	Quantity
	Ross Video, Inc. ULTRIX-HDX-IO I/O board -16x16, Advanced Connectivity, 2 AUX I/O	5.000 Unit(s)
	Ross Video, Inc. ULTRIPower-PS Modular power supply for Ultripower rack mount PS frame	3.000 Unit(s)
	Ross Video, Inc. ULTRIPower Ultrix Rackmount 1RU power supply frame with 1 power supply	1.000 Unit(s)
	Ross Video, Inc. ULTRISCAPE Ultriscap Multiviewer License	4.000 Unit(s)
	Ross Video, Inc. ULTRISync Ultrisync Framesync License	4.000 Unit(s)
	Ross Video, Inc. ULTRICool Smart, directional 1RU cooling system with automatic bonded mode, Dashboard, or manual override	1.000 Unit(s)
	Ross Video, Inc. ULTRICool-PS Power supply for ULTRICool	1.000 Unit(s)

**Subtotal** \$ 129,185.00


**Signal Conversion**

	Ross Video, Inc. OGX-FR-CN openGear OGX Frame with Cooling and Advanced Networking	3.000 Unit(s)
	Ross Video, Inc. PS-OGX 600 Watt Universal Power Supply for OGX Frame	3.000 Unit(s)
	Ross Video, Inc. FSB-OGX OGX Frame Rear Support Brackets	3.000 Unit(s)

Description	Quantity
AJA Video Systems, Inc. OG-HA5-4K 4K HDMI to 4K 4x 3G-SDI, also supports HD-HDMI to HD SDI, DashBoard Support	14.000 Unit(s)
Blackmagic Design BMD-CONVNTRM/YA/SMTPN Teranex Mini - Smart Panel	6.000 Unit(s)
	
Blackmagic Design BMD-CONVNTRM/BB/ANSPI Teranex Mini - Analog to SDI 12G	6.000 Unit(s)
<b>Subtotal</b> \$ 25,778.00	

**Manufacture Professional Services**

Ross Video, Inc. ULTRIX-ONL-COM-1DAY Up to one day (8 hours) of online commissioning. 6-10 weeks advance scheduling notice (ARO) is required. Commissioning is provided remotely on customer supplied equipment. Commissioning labor is invoiced at time of purchase or upon equipment shipment. Customer is responsible for any costs associated with cancellation or rescheduling of online commissioning services. Once a purchase order is received, all Ross Video commissioning and/or training services may be scheduled by sending an e-mail request to services@rossvideo.com.	1.000 Unit(s)
Ross Video, Inc. ULTRIX-OTR-1DAY Ultrix Operational Training - 1 Day	1.000 Unit(s)
Ross Video, Inc. TRAVEL-PRE-001 Pre Paid Service Expense Trip 1	1.000 Unit(s)
Expenses related to onsite services. Customer will be billed up-front for estimated expenses associated with travel and accommodation necessary to deliver onsite service. Pre-paid expenses will be invoiced upon shipment of related equipment or after confirmation of order, if there is no associated shipment of goods.	

	Description	Quantity	
		<b>Subtotal</b> \$ 6,157.00	
<b>Labor &amp; General Conditions</b>			
	Force Technology Solutions LLC FTS Misc	1.000 Unit(s)	
	Force Technology Solutions LLC FTS Project Labor - Shop Pre-Build Force Technology Solutions Project Labor - Shop Pre-Build Services		
	Force Technology Solutions LLC Design and Engineering Design and Engineering Services		
	Force Technology Solutions LLC Project Labor - On Site On-Site Labor Services		
	Force Technology Solutions LLC Programming Programming Services		
	Force Technology Solutions LLC FTS Project Labor - Commissioning		
	Force Technology Solutions LLC FTS Project Labor - Training Force Technology Solutions Project Labor - Onsite Client Training		
			<b>Subtotal</b> \$ 53,904.00
			<b>Subtotal</b> \$ 257,763.00
			Taxes \$ 15,530.13
			<b>Total</b> \$ 273,293.13

Project Agreement: This project agreement will constitute an agreement of the services and goods to be provided by Force Tech. Elements including equipment, labor, and logistics not specifically addressed in this agreement will be considered change orders and may result in additional charges and timeline extensions. Changes and timeline extensions due to construction limitations, construction completion, site access, and necessary equipment changes may also result in additional charges and changes to this agreement. Any change orders will be invoiced immediately and must be paid before project completion. Force Tech expects full access to the worksite during pre-scheduled normal work hours. Limited access to the site during scheduled work hours that inhibits the ability for Force Tech to perform installation duties relative to this project is subject to additional labor charges not covered in this agreement. Additional approval in writing, by the Client, will be required for any overtime deemed necessary on this project. Upon completion, the system will be fully tested and commissioned by Force Tech to ensure that all equipment is working properly. The Client will then be trained to

operate the system and will sign off on the project stating that the work of Force Tech has been completed to the specifications listed in this document. Once the project is signed off, the tasks of Force Tech are considered to be complete. The remaining balance for the project will be due on receipt or per the specified payment arrangement.

**Deposits & Payments:** On projects that require a deposit, a fee will be collected in advance to secure equipment, materials, and ensure that work begins on time. Deposits will be paid in full before equipment is ordered and work begins. Equipment delivery may exceed 6 - 9 weeks depending on availability from the date of equipment deposit. Custom items such as furniture and speakers may extend past that. Force Tech cannot be held responsible for missed deadlines or project delays due to equipment availability. Some projects may require multiple mid-project payments, in which case amounts and a potential payment schedule will be specifically addressed in this agreement. The remaining total balance will be due upon receipt and will be issued on the date of completion and client acceptance. Deposits and payments are subject to cancellation fees.

**Cancellation Policy:** Client cancellation of a project post-agreement will result in a 15%-25% restocking fee on all returned equipment. The Client will be charged in full for any items considered non-returnable including but not limited to: structured & custom cabling, equipment racks, built-to-order or custom configured items (including but not limited to wood and ATA racks & cases, custom snakes and cables, most speakers that have a wood enclosure, modified or specially painted items, built to order trussing), closeout or discontinued items, personal items (including but not limited to in-ear buds, headphones, and certain microphones), replacement parts (including raw speakers and drivers), software, training videos, and used items. The Client will also be charged \$136.00 per man hour spent on-site up until the time of cancellation. Any amount not covered by the deposit will be billed to the Client. The remaining deposit amount post-cancellation fees will be refunded to the Client.

**Project Guarantee:** Force Tech guarantees the systems they design, sell, and install to be free of defects in materials and workmanship for a period of one (1) year from the date of completion. The date of completion will be specified at the end of the project in the functionality and completion portion of the project documents. Completion is the stage in the progress of the project when the responsibilities of Force Tech are considered to be sufficiently complete in accordance with the project documents. At that time the client can occupy or utilize the space and system for its intended use. If during that time, the system fails to perform as specified due to defective materials or workmanship, Force Tech will correct the issue without additional charge. Force Tech is not responsible for the condition or functionality of the client's existing equipment. This includes equipment that is to be modified or changed from its current functionality and integrated into the system that Force Tech is installing. All equipment to be provided by Force Tech will be new, A-stock product and eligible for all manufacturer warranties against defects unless otherwise stated and approved by the client. Force Tech cannot be held liable for parts and equipment installed in this system that are determined to be defective at the fault of the manufacturer. Force Tech will assist the client in obtaining a remedy under the manufacturer's warranty for system equipment. However, additional service visits, manufacturer's repair fees, shipping charges, and bench time may be billed at the prevailing labor and travel rates.

**Client Responsibilities:** Any necessary construction or additional work required for completion not specifically addressed in

this proposal is considered the responsibility of the client. Client responsibilities not completed previous to the start of on-site installation may result in timeline extensions and change orders. Additional specifications for the client's responsibilities may be provided by Force Tech upon execution of this agreement. Client responsibilities include but are not limited to: all electrical provisions required to support the system, data network infrastructure as it pertains to connection of the proposed system to a client network, all necessary infrastructure conduit cable trays, and/or raceway if requested, clear pathways for system cabling, necessary core-drilling, structural engineering, structural modifications, and structurally sound mounting points for mounting equipment. This includes any provisions that must be made to existing structure for mounting speakers, projectors, monitors, etc., custom carpentry & trim work, modifications and/or replacement and patchwork of ceiling tiles, grid, and drywall. Electrical Circuits: Force Tech will inform the client of power requirements to perform the install upon acceptance. Any and all installation or modification of electrical circuits, outlets, or cabling is the sole responsibility of the client or the client's arranged electrical contractor. It is suggested that all power meet the following requirements: properly installed per National Electrical Code (NEC), isolated ground (IG) circuits with orange IG receptacles, and clear identification of electrical panel and breaker on each receptacle. In some instances, it may be necessary for the system to be separated from the rest of the power in the building by an isolation transformer. Force Tech cannot be held responsible for "hum, buzz, & interference" in a system due to faulty power. Extensive troubleshooting of these issues discovered to be at fault of the client provided electrical may result in additional charges.

# **Agenda Item #9**





# INDIANA HORSE RACING COMMISSION

## Ruling Log

Rulings Issued From 3/13/2023 to 6/9/2023

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
IG-2020-2091	8/14/20	KEITH E. ERNEST		8/13/20	Medication/Drug/Alcohol Violation (Human)	\$0	8/14/20	12/31/20	140
IG-2022-2779	8/17/22	RANDALL D. HAFFNER		7/24/22	License Violation	\$0			
IG-2022-2783	8/19/22	JOSE A. BELTRAN	QH	8/18/22	License Violation	\$0			
IG-2022-2869	10/31/22	EDGAR A. DIAZ		10/27/22	License Violation	\$0			
HP-2022-2889	11/17/22	MELANIE S. WRENN	SB	9/13/22	Trainer Responsibility	\$0	11/14/22	1/28/23	76
IG-2023-2905	2/8/23	GILBERTO GARCIA-VELAZQUEZ		2/7/23	Conduct/Behavior	\$0	2/9/23	4/21/23	72
HP-2023-2907	3/17/23	EDWIN NOLASCO	SB	1/12/23	License Violation	\$0	3/17/23		
HP-2023-2908	3/25/23	BRETT A. MILLER	SB	3/24/23	Riding/Driving Infraction Violation	\$200			
IG-2023-2909	3/29/23	JOSE A. CANDIA	QH	11/17/22	Medication/Drug Violation (Equine)	\$5,000	3/30/23	3/28/24	365
IG-2023-2910	3/30/23	EVELYN V. URBINA		3/30/23	License Violation	\$0	3/30/23	4/21/23	23
HP-2023-2911	4/1/23	BRADLEY K. FERGUSON	SB	3/31/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2912	4/1/23	JEREMY R. SMITH	SB	4/1/23	Riding/Driving Infraction Violation	\$150			
HP-2023-2913	4/4/23	BRADLEY K. FERGUSON	SB	3/31/23	Conduct/Behavior	\$50			
HP-2023-2914	4/5/23	JORDAN M. ROSS	SB	4/1/23	Whip Violation	\$200			
HP-2023-2915	4/6/23	CRISTIAN M. PACHECO	SB	3/27/23	Conduct/Behavior	\$500			
HP-2023-2916	4/6/23	ROBERT S. TAYLOR	SB	4/5/23	Riding/Driving Infraction Violation	\$100			
HP-2023-2917	4/8/23	KYLE J. WILFONG	SB	4/7/23	Riding/Driving Infraction Violation	\$200			
IG-2023-2918	4/14/23	THOMAS M. AMOSS	TB	10/17/22	Medication/Drug Violation (Equine)	\$5,000	4/15/23	4/29/23	15



# INDIANA HORSE RACING COMMISSION

## Ruling Log

Rulings Issued From 3/13/2023 to 6/9/2023

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
HP-2023-2919	4/15/23	JARED T. SEEKMAN	SB	4/13/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2920	4/20/23	CLAY A. CRAIB	SB	4/13/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2921	4/20/23	ROBERT S. TAYLOR	SB	4/15/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2922	4/21/23	KAYLIN RIVERS-SMITH	SB	4/21/23	License Violation	\$0			
HP-2023-2923	4/21/23	DALE P. HITEMAN	SB	4/20/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2924	4/21/23	BRANDON L. BATES	SB	4/20/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2925	4/22/23	RANDY D. CRISLER	SB	4/21/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2926	4/22/23	SAMUEL D. WIDGER	SB	4/21/23	Riding/Driving Infraction Violation	\$100			
HP-2023-2927	4/22/23	ROBERT S. TAYLOR	SB	4/19/23	Riding/Driving Infraction Violation	\$50			
IG-2023-2928	4/21/23	LEONEL OLGUIN		4/7/23	License Violation	\$0			
HP-2023-2929	4/25/23	JOHN J. DELONG	SB	4/22/23	Whip Violation	\$200			
HP-2023-2930	4/25/23	RICHARD C. PLANO	SB	4/7/23	Medication/Drug Violation (Equine)	\$1,000			
HP-2023-2931	4/27/23	REUBEN G. WAGLER	SB	4/15/23	Conduct/Behavior	\$500			
HP-2023-2932	4/28/23	CLAY A. CRAIB	SB	4/27/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2933	4/27/23	SCOTT A. SKINNER	SB	4/27/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2934	4/28/23	DANELDA S. ROBERTS	SB	4/27/23	Improper Business Manner	\$200			
IG-2023-2935	4/28/23	RONALD K. KINMON	TB	4/28/23	Improper Business Manner	\$500			
HP-2023-2936	5/4/23	SUSAN M. MILLER	SB	5/4/23	Riding/Driving Infraction Violation	\$50			



# INDIANA HORSE RACING COMMISSION

## Ruling Log

Rulings Issued From 3/13/2023 to 6/9/2023

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
HP-2023-2937	5/6/23	DONALD J. EASH	SB	5/4/23	Whip Violation	\$200			
HP-2023-2938	5/6/23	BRANDON L. BATES	SB	5/5/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2939	5/6/23	GREGORY M. KAIN	SB	4/22/23	Conduct/Behavior	\$0			
IG-2023-2940	5/8/23	GIOVANI VAZQUEZ-GOMEZ	QH	5/6/23	Whip Violation	\$250			
IG-2023-2941	5/8/23	LUZ D. MARTINEZ	QH	5/6/23	Whip Violation	\$250			
IG-2023-2942	5/9/23	JOHN BYRD III	QH	5/3/23	Riding/Driving Infraction Violation	\$0	5/15/23	5/24/23	10
IG-2023-2943	5/9/23	MARCIAL BENITEZ		5/9/23	License Violation	\$100			
HP-2023-2944	5/9/23	DONALD J. EASH	SB	5/6/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2945	5/11/23	JIMMY R. DANIEL	SB	4/29/23	Whip Violation	\$200			
IG-2023-2946	5/11/23	SAUL T. LOPEZ		5/10/23	License Violation	\$0	5/11/23	8/8/23	90
HP-2023-2947	5/13/23	DONALD J. EASH	SB	5/10/23	Whip Violation	\$300			
HP-2023-2948	5/13/23	SIXTO RIVAS	SB	5/12/23	Trainer Responsibility	\$100			
IG-2023-2949	5/17/23	MCKENNA K. ANDERSON	TB	5/15/23	Riding/Driving Infraction Violation	\$0	5/23/23	5/23/23	1
IG-2023-2950	5/17/23	ROGELIO A. MIRANDA		5/16/23	Medication/Drug/Alcohol Violation (Human)	\$200			
HP-2023-2951	5/18/23	PETER M. WRENN	SB	5/17/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2952	5/20/23	LAUREN B. NICKELLS	SB	5/18/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2953	5/20/23	TRAVIS J. SEEKMAN	SB	5/18/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2954	5/20/23	JARED D. FINN	SB	5/18/23	Whip Violation	\$200			



# INDIANA HORSE RACING COMMISSION

## Ruling Log

Rulings Issued From 3/13/2023 to 6/9/2023

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
HP-2023-2955	5/19/23	JOHN J. DELONG	SB	5/12/23	Whip Violation	\$300			
HP-2023-2956	5/20/23	MELISSA S. ESSIG	SB	5/19/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2957	5/19/23	CLEMENT C. COOK	SB	5/16/23	License Violation	\$0	11/24/21	5/16/23	539
IG-2023-2958	5/22/23	REYLUIS A. GUTIERREZ	TB	5/17/23	Riding/Driving Infraction Violation	\$0	5/30/23	5/30/23	1
IG-2023-2959	5/22/23	SERGIO A. DONJUAN		5/22/23	Miscellaneous Ruling	\$0			
IG-2023-2960	5/25/23	DEXTAVIOUS I. MITCHELL	QH	5/24/23	Whip Violation	\$250			
HP-2023-2961	5/26/23	HENRY L. WENGERD	SB	3/24/23	License Violation	\$0			
HP-2023-2962	5/26/23	KEITH A. HURLESS	SB	2/3/23	License Violation	\$0			
HP-2023-2963	5/27/23	JORDAN M. ROSS	SB	5/26/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2964	5/27/23	RICHARD L. MACOMBER JR	SB	5/24/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2965	5/29/23	MICHAEL J. OOSTING	SB	5/26/23	Riding/Driving Infraction Violation	\$200			
IG-2023-2966	5/30/23	JESSICA A. VAZQUEZ	QH	5/18/23	Contraband/Drug Violation	\$1,000			
IG-2023-2967	5/30/23	GERMARIUS A. O'NEAL	QH	5/29/23	Whip Violation	\$250			
IG-2023-2968	5/30/23	GIOVANI VAZQUEZ-GOMEZ	QH	5/29/23	Whip Violation	\$500			
IG-2023-2969	5/31/23	GIOVANI VAZQUEZ-GOMEZ	QH	5/29/23	Whip Violation	\$0			
HP-2023-2970	5/31/23	DONNA A. LONEY	SB	5/29/23	Riding/Driving Infraction Violation	\$50			
HP-2023-2971	5/31/23	DANNY J. JOHNSON	SB	5/31/23	Race Office/Track Rule Violation	\$100			
IG-2023-2972	5/31/23	ROGER L. LEWIS		5/31/23	Miscellaneous Ruling	\$0			



INDIANA HORSE RACING COMMISSION

Ruling Log

Rulings Issued From 3/13/2023 to 6/9/2023

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
HP-2023-2973	5/31/23	PETER M. WRENN	SB	5/27/23	Whip Violation	\$200			
HP-2023-2974	6/1/23	RICHARD L. MACOMBER JR	SB	5/29/23	Whip Violation	\$200			
HP-2023-2975	6/1/23	ATLEE E. BENDER	SB	5/31/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2976	6/1/23	BRANDON L. BATES	SB	5/29/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2977	6/2/23	MARK P. HERLIHY	SB	5/18/23	Conduct/Behavior	\$250			
HP-2023-2978	6/2/23	CASE A. BATESON	SB	6/1/23	Riding/Driving Infraction Violation	\$200			
HP-2023-2979	6/2/23	TRAVIS J. SEEKMAN	SB	6/1/23	Riding/Driving Infraction Violation	\$50			
IG-2023-2980	6/3/23	MARTIN D. MUNOZ	QH	5/24/23	Riding/Driving Infraction Violation	\$0	6/10/23	6/16/23	7
IG-2023-2981	6/6/23	RENE CAZARES	QH	5/30/23	Conduct/Behavior	\$250			
IG-2023-2982	6/7/23	MARCELINO PEDROZA	TB	6/1/23	Riding/Driving Infraction Violation	\$0	6/13/23	6/13/23	1
IG-2023-2983	6/7/23	CESAR G. GARCIA-ESQUEDA	QH	6/6/23	Whip Violation	\$250			
IG-2023-2984	6/7/23	CHAD E. HASSEBROCK		6/7/23	Miscellaneous Ruling	\$0			
HP-2023-2985	6/7/23	DESHAWN T. HORTON	SB	6/7/23	Conduct/Behavior	\$0	6/7/23	12/31/23	208
HP-2023-2986	6/8/23	KYLE A. HUSTED	SB	6/3/23	Race Office/Track Rule Violation	\$100			
HP-2023-2987	6/8/23	BRETT H. WILFONG	SB	5/11/23	Medication/Drug Violation (Equine)	\$500			
HP-2023-2988	6/8/23	JORDAN M. ROSS	SB	6/3/23	Whip Violation	\$300			

# **Agenda Item #10**



## VOLUNTARY IMPLEMENTATION AGREEMENT

THIS VOLUNTARY IMPLEMENTATION AGREEMENT (this “Agreement”) is entered into as of 17<sup>th</sup> day of May 2023, by and among the Horseracing Integrity and Safety Authority, Inc., a Delaware non-profit corporation whose mailing address is 401 West Main Street, Unit 222, Lexington, Kentucky 40507 (the “Authority”), the Horseracing Integrity & Welfare Unit, a division of Drug Free Sport, LLC (“Drug Free Sport”), a Delaware limited liability company whose mailing address is 4801 Main Street, Suite 350, Kansas City, Missouri 64112 (the “Agency”), and the Indiana Horse Racing Commission, an agency of state government whose mailing address is 1302 North Meridian Street, Suite 175, Indianapolis, Indiana 46202 (the “Commission”). As used herein, the “Parties” shall mean the Authority, the Agency and the Commission, collectively; and a “Party” shall mean the Authority, the Agency or the Commission individually.

**WHEREAS** the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for covered horses, covered persons, and covered horseraces by the Horseracing Integrity and Safety Act of 2020, as amended (the “Act”);

**WHEREAS** Drug Free Sport, a Delaware limited liability company that administers comprehensive drug testing programs, manages national and international collections, and develops drug testing policies for a wide range of organizations around the world, created an entity to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce an independent and uniform thoroughbred anti-doping and medication control program (“ADMC Program”);

**WHEREAS** the Agency was created to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce the ADMC Program;

**WHEREAS** the Commission is the independent regulatory body of state government vested with jurisdiction to regulate the conduct of horse racing and pari-mutuel wagering on horse racing and related activities in accordance with Ind. Code Art. 4-31 et seq. within the state of Indiana (the “State”);

**WHEREAS** 15 USC § 3054(e)(2) of the Act permits the Authority to enter into agreements with state racing commissions for services consistent with the enforcement of the racetrack safety program (the “Racetrack Safety Program”), and 15 USC § 3060 permits the Authority to enter into agreements with state racing commissions for services consistent with the enforcement of the ADMC Program;

**WHEREAS** 15 USC § 3054(e)(2)(A) of the Act permits the Agency to enter into agreements with state racing commissions for services consistent with the enforcement of the ADMC Program;

**WHEREAS** the Authority has determined that the Commission has the ability to implement certain areas of the Racetrack Safety Program in accordance with the rules, standards, and requirements established by the Act and the Authority; and

**WHEREAS** the Authority and the Agency have determined that the Commission has the ability to implement certain areas of the ADMC Program in accordance with the rules, standards, and requirements established by the Act, the Authority, and the Agency.

**NOW THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**I. Racetrack Safety Program**

A. Medical Director. The Commission/Executive Director of the Commission elects to use the Authority's Medical Director as Medical Director of the State (the "Medical Director"). The Authority and the Commission agree that the Medical Director shall carry out the duties and responsibilities of the Medical Director set forth in the Racetrack Safety Program, including but not limited to, the duties and responsibilities set forth in Rule 2132 of the Racetrack Safety Program. Any person named to replace the individual named as Medical Director herein shall possess the qualifications set forth in Rule 2132(a) Racetrack Safety Program.

B. Safety Director. The Commission/Executive Director of the Commission names and appoints Horseshoe Indianapolis Supervising Racing Veterinarian Dr. Michael Hardy, with the assistance and/or input of the Commission's Equine Medical Director, Dr. Kerry Peterson, as Safety Director of the State (the "Safety Director"). The Authority and the Commission agree that the Safety Director shall carry out the duties and responsibilities of the Safety Director set forth in the Racetrack Safety Program, including, but not limited to, the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. Any person named to replace the individual named as Safety Director herein shall possess the necessary qualifications to perform the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program.

C. Stewards. The Commission/Executive Director of the Commission agrees that the stewards assigned to Horseshoe Indianapolis in Shelbyville, Indiana ("Horseshoe"), shall enforce the safety regulations set forth in the Rule 2200 Series of the Racetrack Safety Program. The Commission further agrees that the stewards shall also serve in the adjudicatory capacities set forth in the Rule Series 8000, "Enforcement Rules."

D. Regulatory Veterinarian. The Commission/Executive Director of the Commission names and appoints Commission Equine Medical Director Dr. Kerry Peterson as Regulatory Veterinarian of the State (the “Regulatory Veterinarian”). The Authority and the State agree that the Regulatory Veterinarian shall carry out the duties and responsibilities of the Regulatory Veterinarian set forth in Rule 2135 of the Racetrack Safety Program, and may delegate the duties provided in Rule 2135(a) to Horseshoe Indianapolis Supervising Racing Veterinarian Dr. Michael Hardy and his staff. Any person named to replace the individual named as Regulatory Veterinarian herein shall possess the qualifications set forth in Rule 2134(a) Racetrack Safety Program.

E. Emergency Warning Systems. The Commission agrees to inspect and approve the racetrack emergency warning systems in use on all racing and training tracks at each racetrack under the jurisdiction of the Commission, as set forth in Rule 2153 of the Racetrack Safety Program. The Commission further agrees to provide the Authority with periodic reports concerning the racetrack emergency warning systems on forms prescribed by the Authority.

F. Trainers Test. The Commission agrees to require the use of the Authority’s uniform National Trainers Test, as set forth in Rule 2181. Upon request by the Authority, the Commission shall provide documentation of satisfactory completion of the test for individual licensees.

G. Training Opportunities. The Commission agrees to identify, but need not provide, training opportunities for all Racetrack employees having roles in Racetrack safety or direct contact with Covered Horses, as set forth in Rule 2182 of the Racetrack Safety Program. The Commission further agrees that the Authority may request and review information pertaining to the training opportunities available to racetrack employees as specified in Rule 2182 of the Racetrack Safety Program. The parties agree that the Commission is not responsible for the timely completion of any Authority-required training for any licensee of the Commission.

H. Testing Program. The Commission agrees to maintain a testing program for drugs and alcohol for Jockeys, as set forth in Rule 2191 of the Racetrack Safety Program. The Commission further agrees to submit the protocol for the testing program to the Authority. Upon request by the Authority, the Commission shall share with the Authority information pertaining to positive tests of individual Jockeys and shall make periodic reports concerning the testing program as directed by and on forms prescribed by the Authority.

I. Concussion Management. The Commission agrees to work with the Racetrack Safety Director and Horseshoe in attempting to implement a concussion management program for Jockeys, as set forth in Rule 2192 of the Racetrack Safety Program. The Commission further agrees to submit the proposed protocol for the concussion management program to the Authority. The parties agree that the Commission, in its sole discretion, may elect to delegate to a third

party that is not an employee, contractor, agent or otherwise under the direction and control of the Commission, the implementation of the concussion management program.

J. Racetrack Safety Program Scope of Work. The scope of work and reporting obligations for the Racetrack Safety Program under this Agreement are those set forth in the Rule 2000 Series, “Racetrack Safety and Accreditation,” and any additional policies and procedures implemented by the Authority which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act (“HISA Policies”). Copies of HISA Policies will be communicated to the Commission. To the extent possible, the Commission, with the assistance of Horseshoe, may provide performance metrics in reasonable detail and at reasonable intervals on forms to be prescribed by the Authority.

K. Indemnification.

The Authority expressly agrees to indemnify and hold harmless the Commission and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys’ fees and court costs, resulting from, arising out of, or in any way connected with 1) the Scope of Work as defined in this Agreement, and 2) enforcement of any medication and anti-doping rules the Commission and its commissioners, staff and employees are responsible for enforcing until such time as the Authority promulgates and takes enforcement responsibility for its own rules regarding the same, including any and all jurisdictional claims, whether personal or subject matter, regarding the Commission’s authority to enforce its own rules. Any enforcement actions related to the Scope of Work will be the responsibility of and will be defended by the Authority. Any appeals or challenges to actions taken by Commission agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act will proceed pursuant to the enforcement rules of the Act and will be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including but not limited to sovereign immunity, possessed by the Commission and its agents or employees.

## II. ADMC Program

A. ADMC Program Testing.

(1) The Commission agrees that the personnel currently used to conduct collections for thoroughbred race horses in the State (including, but not limited to, its employees and/or contractors) will conduct Sample collections in the State for, and under the authority of, the Agency pursuant to Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, “Equine Testing and Investigation Standards,” of the ADMC Program, including, but not limited to, Post-Race Samples, Post-Work Samples, Claimed

Horse Samples<sup>1</sup> and Out-of-Competition Samples (the “Agency Samples”). Pursuant to Rule 5450, the Agency will authorize these personnel (the “Agency-Authorized Collection Personnel”) to conduct sample collections for the ADMC Program.

(2) Testing Liaison. The Commission/Executive Director of the Commission names and appoints Horseshoe Indianapolis Test Barn Administrator Stephanie Adams as HIWU Testing Liaison at Horseshoe (the “HIWU Testing Liaison”). The Agency and the State agree that the Testing Liaison shall be the point-of-contact with the Agency for (a) the scheduling of the collections of Agency Samples by Agency-Authorized Collection Personnel and (b) any problems or issues that arise during collections of Agency Samples by Agency-Authorized Collection Personnel. Any person named to replace the individual named as HIWU Testing Liaison shall be confirmed in written notice to the Agency.

(3) The Commission agrees that Agency-Authorized Collection Personnel will comply with the policies, procedures and instructions of the Agency while conducting the Sample collections for Agency Samples. The Commission agrees that it will not, in any way, be involved in the collection of Agency Samples, including, but not limited to, instructing or directing such State Sample Collection Personnel on which horses should be selected for testing at a given race or event, unless authorized by the Agency to do so. The Commission agrees that only Agency-Authorized Collection Personnel will be involved in the collection of Agency Samples, including giving directions and instructions to other Agency-Authorized Collection Personnel with respect to how to conduct any portion of a Sample collection.

(4) The Commission understands that, under the Act, no testing of thoroughbred horses will occur in the State unless it is at the direction of the Agency or has been authorized in advance and in writing by the Agency. No testing will occur pursuant to this Agreement prior to May 22, 2023.

B. ADMC Program Investigations.

(1) The Commission and the Agency agree that personnel currently used to conduct investigations in the State (including, but not limited to, its employees and/or contractors) will conduct investigations in the State (the “State Investigative Personnel”) for, and at the direction of, the Agency pursuant to Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, “Equine Testing and Investigation Standards,” including the regulations under Rule 5700 (Standards for Investigations) of the ADMC Program (the “Agency Investigations”).

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<sup>1</sup> Claimed Horse Samples are limited to blood testing only. A Claimed Horse may be classified separately as a “Special” by the Stewards, permitting both blood and urine testing as a Post-Race Sample.

(2) Investigations Liaison. The Commission/Executive Director of the Commission names and appoints IHRC Director of Security Michael Morris as Investigations Liaison of the State (the “Investigations Liaison”). The Agency and the State agree that the Investigations Liaison shall be the point-of-contact with the Agency for the scheduling of any investigatory work requested by the Agency pursuant to subparagraph (1) above. Any person named to replace the individual named as Investigations Liaison shall be confirmed in written notice to the Agency.

(3) The Commission agrees that State Investigative Personnel will comply with the policies, procedures and instructions of the Agency while conducting these Agency Investigations, and the Commission will not, in any way, be involved in decision-making in connection with these Agency Investigations, including, but not limited to, instructing or directing such State Investigative Personnel on which individuals or horses should be investigated, or when or where to conduct an Agency Investigation. However, the Commission reserves the right to address personnel issues, including, but not limited to, scheduling State Investigative Personnel’s time and work assignments, as well as employee hiring, corrective actions or discipline.

(4) The Commission understands that, under the Act, no investigation, including, but not limited to, any interviews or searches of any kind, will be conducted in the State relating to any thoroughbred horse regarding suspected violations of rules promulgated by the Authority unless it is at the direction of the Agency. No Agency Investigations will occur pursuant to this Agreement prior to May 22, 2023.

C. Access to Racetracks. The Commission agrees that any individual who presents a credential or letter of authorization issued by the Agency will be permitted access to any racetrack in the State at which thoroughbred horses compete, and such access will include all areas of the racetracks, including, but not limited to, the backside, provided said individuals are licensed by the Commission or have received prior, written approval of the Executive Director of the Commission and provide said written approval upon request.

D. Regulatory Veterinarian. As set forth in Paragraph I.D above, the Commission names and appoints IHRC Equine Medical Director Dr. Kerry Peterson as the Regulatory Veterinarian. The Parties agree that the Regulatory Veterinarian shall carry out the duties and responsibilities of the Regulatory Veterinarian set forth in the ADMC Program, including, but not limited to, the duties and responsibilities set forth in Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” and Rule Series 5000, “Equine Testing and Investigation Standards” and the delivery of any notice under Rule Series 3000 “Equine Anti-Doping and Controlled Medication Protocol.” Dr. Kerry Peterson may delegate the duties provided in this paragraph to Horseshoe Indianapolis Supervising Racing Veterinarian Dr. Michael Hardy and his staff. Any person named to replace the individual named as Regulatory Veterinarian herein shall



possess the qualifications set forth in Rule 2134(a) of the Racetrack Safety Program under the Act, and such replacement requires the prior written approval of the Agency.

E. Additional Testing.

(1) In addition to any Agency Samples collected at the direction of the Agency, the Commission may, under Rule 3132 (Authority to Test), request additional samples be collected from thoroughbred horses present in the State. Any such request must be made in writing to the Agency (attention: Kate Mittelstadt, Chief of Operations at HIWU@hiwu.org) and must include all the specific details of the requested testing (e.g., sample types, dates, location, rationale). If the Chief of Operations at HIWU changes during the term of the Agreement, the Agency agrees to inform the Commission in writing within one (1) week of the change.

(2) The Agency may, in its absolute discretion, approve or reject the request. If the request is rejected, the Commission agrees that the requested testing will not be conducted by any person, organization, or entity within its authority or control. If the request is granted, (i) the Agency will determine which sample collection personnel will conduct the testing (i.e., Agency-Authorized Collection Personnel or personnel retained by the Agency), (ii) the collections will comply with Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," and Rule Series 5000, "Equine Testing and Investigation Standards," and (iii) all of the results of such testing will be sent to, and processed by, the Agency pursuant to Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," including all of the regulations in Rules 3240 and 3340 (Results Management). All of the above shall be completed in a reasonable amount of time.

(3) For each calendar year in which additional testing in the State is approved and conducted pursuant to this Paragraph II.E, the Commission agrees to cover the following expenses for such additional testing: the actual cost for collection personnel, equipment, shipping, and laboratory expenses.

F. Testing Laboratories.

(1) For the 2023 calendar year, the Commission agrees that Agency Samples will be sent to, and the Agency Samples which are "A" samples will be analyzed by, Industrial Laboratories (the "State-Appointed Testing Laboratory"). For each subsequent year of this Agreement, if the Commission intends on appointing a different State-Appointed Testing Laboratory, the Commission will appoint the State-Appointed Testing Laboratory by the September 30 of the prior year (e.g., September 30, 2023 for 2024) by providing written notice of the appointment to the Agency. If the Commission does not appoint a different State-Appointed Testing Laboratory by September 30 of the prior year, then the current State-Appointed Testing Laboratory will remain. The State-Appointed Testing Laboratory must be a laboratory accredited by the Agency.

(2) The Commission understands that, under the Act, any analysis performed on Agency Samples which are “B” Samples will be sent to, and analyzed by, a laboratory selected by the Agency that is different from the State-Appointed Testing Laboratory.

(3) Notwithstanding any laboratory selection made by the Commission pursuant to subparagraph (1) above, if the laboratory selected by the Commission cannot adequately analyze any Agency Sample for any specific substance or method requested by the Agency, the Commission understands that, under the Act, the Agency may have the Samples (both “A” and “B”) sent to a different laboratory of the Agency’s choosing. The Commission also understands that the Agency has the authority to direct further analysis on all Agency Samples at its discretion.

G. Credits/Reimbursements for Testing.

(1) The Commission agrees that, for the 2023 calendar year, it and/or the racetrack will receive the credit established by the Authority in its updated 2023 assessment to the Commission and the State’s racetrack, provided in a letter from the Authority CEO Lisa Lazarus emailed on December 28, 2022, which will be applied to the amount paid to the Authority for that calendar year in connection with the funding required to be paid by the State and/or the State’s racetrack to the Authority under the Act (the “State Testing Credit”). The State Testing Credit is an estimated amount for costs, including the costs of Agency-Authorized Collection Personnel required for the guaranteed minimum of Race Day testing, including Post-Race and TCO2 testing, as well as additional Post-Work, Vet’s List and/or out-of-competition testing all conducted on Race Days. These costs include travel, per diem and other direct and actual costs associated with the collections conducted by Agency-Authorized Personnel.

(2) The Commission shall be eligible to receive reimbursements reflecting the costs for any Agency-Authorized Collection Personnel who conduct additional out-of-competition testing outside of Race Day for the Agency during the term of this Agreement. The amount of the reimbursements will be invoiced quarterly by the Commission at the rate of \$150 per hour, and this rate includes a member of the State Investigative Personnel to accompany the Agency-Authorized Collection Personnel during any out-of-competition test that occurs away from the racetrack.

(3) In each subsequent year of this Agreement, the Agency will provide the State and/or the State’s racetrack with the annual State Testing Credit by the November 1 of the previous year (e.g., November 1, 2023 for 2024).

(4) The Commission agrees that by December 31 of each calendar year of the Agreement it will provide the Agency with a list of the thoroughbred racing days to be held in its State in the subsequent calendar year (“Racing Days List”), including dates, locations, and number of races each day. The Commission agrees to submit to the Agency the proposed Racing Days List once it receives it from the racetrack, which is required by rule to submit to the

Commission by November 1 of the prior year. The Commission also agrees to provide the Agency with prompt notice of any changes to this list.

H. Reimbursement for Investigations. The Agency agrees to reimburse the Commission for any actual costs or expenses incurred in connection with any Agency Investigation in the State conducted pursuant to Paragraph II.B above. These reimbursements include, but are not limited to, expenses relating to using Commission staff as investigators or as witnesses at a hearing or trial (including witness preparation and testimony), expenses relating to travel, and other expenses as necessary in fulfilling duties pursuant to Paragraph II.B above. The Commission agrees to invoice the Agency quarterly for such costs and expenses. The rate for investigator's time will be billed at \$56.25 per hour.

I. Training Opportunities. The Commission agrees to work in conjunction with the Agency to ensure training opportunities are available for all Agency-Authorized Collection Personnel and State Investigations Personnel to be organized in conjunction with the Agency. The Agency will facilitate and deliver any trainings. The Commission further agrees that the Agency may request and review information pertaining to the training opportunities available to Agency-Authorized Collection Personnel and State Investigations Personnel.

J. Arbitration Procedures. The Commission understands that, under the Act, any anti-doping rule or controlled medication rule violations alleged to have occurred in the State will be processed pursuant to Rule Series 7000, "Arbitration Procedures," and that, under these regulations, alleged anti-doping rule violations will be heard by the Arbitral Body and alleged controlled medication rule violations will be heard by the Internal Adjudication Panel. The Commission agrees that its employees, consultants and other agents (including, but not limited to, Agency-Authorized Collection Personnel and State Investigative Personnel) will cooperate with any process or proceeding conducted pursuant to the Arbitration Procedures.

K. ADMC Program Scope of Work.

(1) The scope of work and reporting obligations for the ADMC Program ("State Requirements") under this Agreement are those set forth in the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," and any additional policies and procedures implemented by the Agency which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act ("HIWU Policies"). Copies of HIWU Policies will be communicated to the Commission, including timely communication regarding policy changes and updates. General State Requirements are set forth on Exhibit A to this Agreement.

(2) The Commission understands that Agency-Authorized Collection Personnel must acquire and maintain certification from the Agency in order to be permitted to conduct collections of Agency Samples. The Commission agrees that it is the Agency's responsibility to collect information relating to the compliance of its Agency-Authorized Collection Personnel

with the Rule Series 3000, “Equine Anti-Doping and Controlled Medication Protocol,” Rule Series 5000, “Equine Testing and Investigation Standards,” and HIWU Policies at reasonable intervals and on forms to be specified by the Agency.

(3) The Commission agrees to provide the Agency with (a) a certification that all Agency-Authorized Collection Personnel have satisfactorily completed a background check within a completion date no earlier than one (1) year from May 22, 2023, and (b) the Commission also agrees that it is the Agency’s responsibility to collect completed conflict of interest statements (in a form specified by the Agency) from all Agency-Authorized Collection Personnel. The Commission understands that the requirements of subparagraphs (a) and (b) are a condition of certification of Agency-Authorized Collection Personnel by the Agency. The minimum requirements for the background check must be at or greater than the standards of a background check required for licensure by the Commission.

(4) If at any time during the term of this Agreement, the Agency, with good cause, believes that any individual Agency-Authorized Collection Personnel or State Investigative Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Regulatory Veterinarian and/or the Investigations Liaison of the reasons for its good faith basis in writing. The Regulatory Veterinarian and/or the Investigations Liaison, acting within their responsibilities under the Authority and the Agency, agree to take any necessary action to promptly correct the non-compliant conduct or prevent any future non-compliance to the satisfaction of the Agency. If the individual at issue continues to be non-compliant, or if the initial conduct was so egregious as to warrant removal (as determined by the Agency and the Regulatory Veterinarian and/or Investigations Liaison), then the Agency may revoke the individual’s certification and require the Commission to cease assigning said individual to perform further services under this Agreement. The Commission shall promptly comply with such request. Any action by the Agency under this Paragraph shall in no way affect the employment status of any individual and shall in no way impair the Commission’s right to continue to employ such individual. The Agency acknowledges that Agency-Authorized Collection Personnel and State Investigative Personnel are not employees of the Agency.

L. Information Sharing.

(1) The Commission agrees that it will provide the Agency, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to possible violations of the ADCM Program.

(2) The Agency agrees that it will provide the Commission, through the Regulatory Veterinarian and Investigations Liaison, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to possible violations of the State’s laws, regulations, or rules applicable to racing horses other than thoroughbred racehorses. The Agency also agrees that it will provide the Commission on a timely basis with any information,

documentation, or evidence that it receives or discovers relating to possible violations of the State's laws, regulations, or rules that have not been superseded by the Act or ADMC Program rules promulgated by the Authority relating to thoroughbred racehorses.

(3) In addition to any notifications required by the Act to be made by the Agency to the Commission, the Agency will notify the Commission of negative tests from the Agency Samples that are "A" Samples for a specific Race Day, and will make its best efforts to do so within three (3) business days of the Agency's receipt of those results from the State-Appointed Testing Laboratory. This notification will be made by email to Horseshoe Indianapolis Senior State Steward Eric Smith (ericsmith@hrc.in.gov), IHRC Equine Medical Director Dr. Kerry Peterson (kepeterson@hrc.in.gov), and IHRC Director of Racing & Breed Development Jessica Barnes (jbarnes@hrc.IN.gov), once all of the results for that day have been received by the Agency. To the extent that the Commission has any authority concerning the purse account, the Commission agrees that all purses will be held until this notification of results is received by the Commission from the Agency.

M. Confidentiality.

(1) The Commission agrees that the content of any notices, including EAD Notices under Rule 3245 and ECM Notices under Rule 3345, received by it from the Agency pursuant to the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," (the "Confidential Information") will not be publicly disclosed by the Commission or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Agency pursuant to the requirements of the Act, or (b) the Agency has given written consent for the information to be disclosed. In addition, the Commission agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Commission agrees that it will be responsible for any breach of this Agreement by its officers, directors, employees, or agents.

(2) The Commission agrees that, upon the commencement of any action for the disclosure of documents relating to the ADMC Program, including, but not limited to, EAD (Equine Anti-Doping) Notices under Rule 3245 and ECM (Equine Controlled Medication) Notices under Rule 3345, it will provide the Agency with appropriate notification and opportunity to challenge the disclosure of such records. The Commission agrees that any request for the disclosure of documents relating to the ADMC Program will be denied on the basis that it includes Confidential Information.

N. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Commission and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with (1) the ADMC Program Scope of

Work as defined in this Agreement, and (2) enforcement of any medication and anti-doping rules the Commission and its commissioners, staff and employees are responsible for enforcing until such time as the Authority promulgates and takes enforcement responsibility for its own rules regarding the same, including any and all jurisdictional claims, whether personal or subject matter, regarding the Commission's authority to enforce its own rules. Any enforcement actions related to the Scope of Work will be the responsibility of and will be defended by the Authority. Any appeals or challenges to actions taken by Commission agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act will proceed pursuant to the enforcement rules of the Act and will be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including but not limited to sovereign immunity, possessed by the Commission and its agents or employees.

### **III. General Provisions**

#### **A. Term and Termination.**

(1) This Agreement shall be effective (the "Effective Date") on the first business day following the full execution of this Agreement by the Parties, or if further approvals are required under applicable state law, the later to occur of: (i) the approval of this Agreement by the Commission; and (ii) the approval of any other state agency, commission, board or authority for which approval is required under state law. If the Effective Date does not occur on or before May 22, 2023, this Agreement shall terminate and be of no force or effect. This Agreement shall terminate on December 31, 2023, unless the Parties agree in writing, on or before November 30, 2023, to extend the term of the Agreement beyond that date.

(2) This Agreement may be terminated by any Party upon ninety (90) days written notice. This Agreement may be terminated immediately by the Commission if either (a) the Horseracing Integrity and Safety Act of 2020 (as amended) is found unconstitutional by a court of competent jurisdiction, with all appeals being exhausted; or (b) the Horseracing Integrity and Safety Authority or the Horseracing Integrity & Welfare Unit is enjoined or restrained from operation by a court of competent jurisdiction.

(3) This Agreement may be terminated by the Agency upon sixty (60) days written notice if the Agency has determined, in good faith, that the Commission, Agency-Authorized Collection Personnel, or State Investigative Personnel have failed to substantially comply with the requirements of Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," or any HIWU Policy. Any written notice provided pursuant to this subparagraph shall include the basis for the Agency's determination.



(4) If any Party defaults in a material obligation under this Agreement and continues in default for a period of thirty (30) days after written notice of default is given to it by another Party, the other Party may terminate and cancel this Agreement, immediately upon written notice of termination given to the defaulting Party.

(5) If this Agreement is terminated pursuant to this Paragraph III.A, (a) any State Testing Credit/Reimbursement provided to the Commission and/or the State's racetrack pursuant to Paragraph II.G above will be reduced on a pro-rata basis, (b) the certification of all Agency-Authorized Collection Personnel will be revoked by the Agency, and (c) the Agency will, pursuant to the Act, take direct control of all anti-doping and controlled medication testing and investigative operations in the State with respect to Covered Horses.

B. Consideration. The consideration for this Agreement is the mutual promises and covenants set forth herein. The signing of this Agreement in no way binds the Commission to remit any payment to the Authority or the Agency.

C. No Data Sharing. The Parties agree that any reports or information to be provided to the Authority or the Agency under this Agreement or the Act or the Rules does not allow, permit, or require the Authority or the Agency to obtain access to the Commission's equine license and management system, or any other state computer network.

D. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (1) sent by facsimile, upon confirmation of faxing, (2) if sent by overnight courier, by the date after mailing, (3) if by hand delivery, upon actual receipt or (4) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee set forth below (with a copy emailed to the email addresses set forth below) or at such other location as such Party notifies the other pursuant to this provision.

If to the Authority:

401 West Main Street, Unit 222  
Lexington, Kentucky 40507  
Attention: Lisa Lazarus  
lisa.lazarus@hisaus.org

with a copy to:

Ransdell Roach & Royse PLLC  
176 Pasadena Drive, Building One  
Lexington, Kentucky 40502  
Attention: John C. Roach  
john@rrrfirm.com

If to the Agency:  
4801 Main Street, Suite 350  
Kansas City, MO 64112  
Attention: Ben Mosier,  
Executive Director  
bmosier@hiwu.org

with a copy to:  
Michelle Pujals,  
HIWU General Counsel  
mpujals@hiwu.org

If to the Commission:  
1302 N. Meridian St., Suite 175  
Indianapolis, Indiana 46202  
Attention: Deena Pitman  
dpitman@hrc.in.gov

with a copy to:

1302 N. Meridian St., Suite 175  
Indianapolis, Indiana 46202  
Attention: Matt Eggiman  
MEggiman1@hrc.in.gov

E. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

F. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

G. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by all Parties. A Party's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

H. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of Indiana, without regard to its conflicts of laws principles. Suit, if any, must be brought in the State of Indiana.

I. Assignability. The Agency may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition, or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets without notice to the Commission. This Agreement and all of the terms and provisions hereof will be binding upon, enforceable against, and will inure to the benefit of, the Parties hereto and their respective successors and assigns.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.

K. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

L. Confidentiality of State Information. The Authority and Agency understand and agree that data, materials, and information disclosed to the Authority and Agency may contain confidential and protected information. The Authority and Agency covenant that data, material, and information gathered, based upon or disclosed to the Authority and Agency for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of the State; provided, however, that any information disclosed to the Authority and Agency by the Commission or Commission employees pursuant to the requirements set forth in the Act or the regulations promulgated by the Federal Trade Commission under the Act will not be subject to this confidentiality section.

M. Compliance with Laws.

(1) The Authority and Agency shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State, the Authority, and the Agency to determine whether the provisions of this Agreement require formal modification.

(2) The Authority and Agency and their agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et

seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Authority or Agency have knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Authority or Agency shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the Authority and Agency are not familiar with these ethical requirements, the Authority and Agency should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Authority, the Agency, or their agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Authority and Agency. In addition, the Authority and Agency may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

(3) The Authority and Agency certify by entering into this Agreement that neither they nor their principal(s) are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Authority and Agency agree that any payments currently due to the State of Indiana may be withheld from payments due to the Authority or Agency. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Authority or Agency is current in its payments and has submitted proof of such payment to the State.

(4) The Authority and Agency warrant that they have no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agree that they will immediately notify the State of any such actions. During the term of such actions, the Authority and Agency agree that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

(5) The Authority and Agency warrant that the Authority and Agency and their subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

(6) The Authority and Agency affirm that, if they are an entity described in IC Title 23, they are properly registered and owe no outstanding reports to the Indiana Secretary of State.

(7) As required by IC § 5-22-3-7:

(a) The Authority and Agency and any principals of the Authority and Agency certify that:

(i) the Authority and Agency, except for de minimis and nonsystematic violations has not violated the terms of:

- A. IC §24-4.7 [Telephone Solicitation Of Consumers];
- B. IC §24-5-12 [Telephone Solicitations]; or
- C. IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(ii) the Authority and Agency will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(b) The Authority and Agency and any principals of the Authority and Agency certify that an affiliate or principal of the Authority or Agency and any agent acting on behalf of the Authority or Agency or on behalf of an affiliate or principal of the Authority or Agency, except for de minimis and nonsystematic violations,

(i) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(ii) will not violate the terms of IC § 24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

N. Disputes.

(1) Should any disputes arise with respect to this Agreement, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

(2) The Parties agree to cooperate in good faith to expedite the resolution of any dispute.

(3) The Parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their responsibilities under this Agreement that are not affected by the dispute.

(4) If the Parties are unable to resolve a dispute between them involving this Agreement after good faith attempts to do so, a dissatisfied party may seek any other available remedies at law, including, but not limited to, arbitration and mediation.

O. Drug Free Workplace. The Authority, Agency, and Commission hereby covenant and agree to make a good faith effort to provide and maintain a drug-free workplace.

P. Employment Eligibility Verification. The Authority and Agency agree that:

(1) The Authority and Agency shall not knowingly employ or contract with an unauthorized alien. The Authority and Agency shall not retain an employee or contract with a person that the Authority and Agency subsequently learns is an unauthorized alien.

(2) The Authority and Agency will abide by the federal E-Verify Program as provided in the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended.

(3) The State may terminate for default if the Authority or Agency fail to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Q. Force Majeure. In the event that any 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 a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

R. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

S. Insurance. The Authority and the Agency hereby covenant and agree that they have secured and will keep general liability and Errors and Omissions liability insurance coverage covering the Authority and Agency for any and all claims of any nature which may in any manner arise out of or result from Authority and Agency’s performance under this Agreement. The Authority and Agency shall provide proof of such insurance coverage upon request of the Commission within a reasonable period of time.

T. Nondiscrimination.

(1) Pursuant to applicable laws, the Authority and Agency covenant that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The Authority and Agency certify compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this Paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment

relationship between the State and any applicant or employee of the Authority, the Agency, or any subcontractor.

(2) The State is a recipient of federal funds, and therefore, where applicable, the Authority, the Agency, and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

U. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by the Authority and/or Agency, and (3) attachments prepared by the State. All attachments, and all documents referred to in this Paragraph, are hereby incorporated fully by reference.

V. Penalties/Interest/Attorney's Fees.

(1) The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

(2) Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

W. No Concessions. By signing the Agreement, the Commission is in no way conceding the Constitutionality of the Authority or the Act, and the State of Indiana and/or the Commission reserve their right to bring or join litigation against the Authority and/or the Act relating to the Constitutionality of each.



**Non-Collusion**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of a Party to the Agreement. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, the Authority, the Agency and the Commission have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

Authority (HISA)

By:   
Lisa Lazarus, CEO


Date: May 18, 2023

Commission (IHRC)

By:   
Deena Pitman, Executive Director

Date: May 18, 2023

Agency (HIWU)

By:   
Ben Mosier, Executive Director

Date: May 18, 2023

**Approved by:**  
Indiana Department of Administration

By: \_\_\_\_\_ (for)  
Rebecca Holwerda, Commissioner

Date: \_\_\_\_\_

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

**APPROVED as to Form and Legality:**  
Office of the Attorney General

\_\_\_\_\_  
(for)  
Theodore E. Rokita, Attorney General

Date: \_\_\_\_\_



## **EXHIBIT A**

### **STATE REQUIREMENTS**

The State Requirements set forth below are general in nature and for illustrative purposes only. More specific requirements will be set forth in the HIWU Policies.

- Race Day collection personnel (at a minimum, 1 Vet, 1 Vet Tech, 1 Test Barn Supervisor, and 5 assistants (with responsibilities including notifications, urine collections, and chaperoning))
- Security guard for Test Barn
- Collection personnel for Vets' List and Post-Workout Testing (including at least 1 Vet)
- Scheduling of personnel for Race Day, Vets' List and Post-Workout Testing
- Notification (within 48 hours) to Agency of Vets' List and Post-Workout Testing
- Collection personnel for Out-of-Competition Testing (if applicable)
- Coordination of shipping of Agency Samples to selected laboratories
- Investigative staff for service of notices and accompanying searches
- Investigative staff for other tasks as requested by the Agency
- Coordination of Stewards to assist with directing the selection of horses to the Test Barn on Race Days pursuant to HIWU Policies
- Coordination of training and certification of collection personnel
- Coordination of training and certification of investigations personnel
- Minimum employment and workers' compensation insurance policies required by law
- Required work permits/authorizations for collection and investigations personnel]

# **Agenda Item #11**

**From:** [Eggiman, Matt](#)  
**To:** [Eggiman, Matt](#)  
**Subject:** IHRC Notice of Rules Readoption #1  
**Date:** Thursday, May 25, 2023 11:31:54 AM  
**Attachments:** [Notice of Intent to Readopt 23-371.pdf](#)

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Good Morning Everyone:

As some of you may be aware, each year there are a batch of rules that are set to expire because all Indiana administrative rules, regardless of agency, expire after seven years. With that said, the State allows for a process by which the rules are readopted, so long as the language remains identical, and no substantive changes are made. The attached document includes the rules that will be up for readoption in June.

Please feel free to contact me directly with your comments.

Again, please keep in mind that the rule language is identical to what is already in the rules, and none of the readoptions are permitted to include any change whatsoever. Therefore, the impact to the horsemen and racetracks should be minimal.

Sincerely,

Matt

**Matthew M. Eggiman**

Deputy General Counsel  
Indiana Horse Racing Commission  
1302 North Meridian Street, Suite 175  
Indianapolis, Indiana 46202  
Office: (317) 232-0397  
Fax: (317) 233-4470  
Email: [MEggiman1@hrc.in.gov](mailto:MEggiman1@hrc.in.gov)



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**From:** Rothenberg, David <DRothenberg@hrc.IN.gov>

**Sent:** Monday, May 22, 2023 2:21 PM  
**To:** Eggiman, Matt <MEggiman1@hrc.IN.gov>  
**Subject:** Notice of redoption #1

attached

David Rothenberg  
General Counsel  
Indiana Horse Racing Commission  
1302 N. Meridian St., Ste 175  
Indianapolis, IN 46202  
317-232-0399



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## TITLE 71 INDIANA HORSE RACING COMMISSION

### Notice of Intent to Readopt

LSA Document #23-371

Readopts rules in anticipation of [IC 4-22-2.5-2](#), providing that an administrative rule adopted under [IC 4-22-2](#) expires January 1 of the seventh year after the year in which the rule takes effect unless the rule contains an earlier expiration date. Effective 30 days after filing with the Publisher.

**OVERVIEW:** Rules to be readopted without changes are as follows:

<a href="#">71 IAC 2-5</a>	Employees
<a href="#">71 IAC 2-8-2</a>	Confidentiality
<a href="#">71 IAC 3-2-9</a>	Judge's list
<a href="#">71 IAC 3-13</a>	Racing Veterinarian
<a href="#">71 IAC 4-3-15</a>	Pylons
<a href="#">71 IAC 5-1-14</a>	Grounds for sanctions
<a href="#">71 IAC 5-1-17</a>	Duration of license
<a href="#">71 IAC 5-1-21</a>	Conflict of interest
<a href="#">71 IAC 5-1-23</a>	Visitor's pass
<a href="#">71 IAC 5.5-1-14</a>	Grounds for sanctions
<a href="#">71 IAC 5.5-1-16</a>	License restrictions, limitations, and conditions
<a href="#">71 IAC 5.5-1-17</a>	Duration of license
<a href="#">71 IAC 5.5-1-21</a>	Conflict of interest
<a href="#">71 IAC 5.5-1-23</a>	Visitor's pass
<a href="#">71 IAC 5.5-1-25</a>	Safety helmets
<a href="#">71 IAC 5.5-1-26</a>	Safety vest
<a href="#">71 IAC 5.5-1-30</a>	Review of horse transfers
<a href="#">71 IAC 6-1-2</a>	Prohibitions on claims
<a href="#">71 IAC 6-1-3</a>	Claiming procedure
<a href="#">71 IAC 6-3-1</a>	General provisions
<a href="#">71 IAC 6.5-1-1</a>	General provisions
<a href="#">71 IAC 6.5-1-6</a>	Transfer of claimed horse
<a href="#">71 IAC 7-1-11</a>	Proof of identity
<a href="#">71 IAC 7-1-28</a>	Qualifying races
<a href="#">71 IAC 7-1-33</a>	Reporting to paddock
<a href="#">71 IAC 7-2-6</a>	Recall rules
<a href="#">71 IAC 7-2-8</a>	Riding in gate; equipment; two tiers
<a href="#">71 IAC 7-3-7</a>	Driving rules
<a href="#">71 IAC 7-3-13</a>	Whip restriction
<a href="#">71 IAC 7-3-15</a>	Hopples; head pole, restrictions

<u>71 IAC 7-3-16</u>	Breaking
<u>71 IAC 7-3-35</u>	Bandages
<u>71 IAC 7-3-37</u>	Passing lane
<u>71 IAC 7.5-1-2</u>	Procedures
<u>71 IAC 7.5-1-4</u>	Coupled entries
<u>71 IAC 7.5-1-8</u>	Split or divided races
<u>71 IAC 7.5-2-2</u>	Scratches
<u>71 IAC 7.5-3-4</u>	Scale of weights
<u>71 IAC 7.5-4-1</u>	Requirements
<u>71 IAC 7.5-4-2</u>	Identification
<u>71 IAC 7.5-5-1</u>	Horse ineligible
<u>71 IAC 7.5-6-1</u>	Equipment
<u>71 IAC 7.5-6-5</u>	Post to finish
<u>71 IAC 8-1-1.5</u>	Medication
<u>71 IAC 8-1-2.1</u>	Thyroxine restricted
<u>71 IAC 8-1-5</u>	Furosemide as a permitted foreign substance
<u>71 IAC 8-2-1</u>	General provisions
<u>71 IAC 8-2-2.5</u>	Carbon dioxide testing
<u>71 IAC 8-6-3</u>	Use of bisphosphonates
<u>71 IAC 8-13</u>	Equine Health; Requirements
<u>71 IAC 8.5-1-1.5</u>	Medication
<u>71 IAC 8.5-1-2.1</u>	Clenbuterol prohibited in quarter horses
<u>71 IAC 8.5-1-2.2</u>	Albuterol prohibited in quarter horses
<u>71 IAC 8.5-1-2.3</u>	Other beta-agonist drugs
<u>71 IAC 8.5-1-2.4</u>	Clenbuterol prohibited in thoroughbred horses entered to race
<u>71 IAC 8.5-1-2.5</u>	Thyroxine restricted
<u>71 IAC 8.5-1-3</u>	Foreign substances allowed
<u>71 IAC 8.5-1-4.5</u>	Corticosteroids, stacking violations, and intra-articular injection restrictions
<u>71 IAC 8.5-1-5</u>	Furosemide as a permitted foreign substance
<u>71 IAC 8.5-1-5.5</u>	Bleeding from nostrils
<u>71 IAC 8.5-1-7.1</u>	Multiple medication violations
<u>71 IAC 8.5-5-3</u>	Use of bisphosphonates
<u>71 IAC 8.5-8-1</u>	Veterinarian's list
<u>71 IAC 8.5-8-1.3</u>	Clenbuterol in thoroughbreds, conditions for use, reporting, and veterinarian's list requirements
<u>71 IAC 8.5-8-1.5</u>	Veterinarian's list for quarter horse albuterol and clenbuterol positive
<u>71 IAC 8.5-8-1.6</u>	Veterinarian's list for other beta-agonist positive
<u>71 IAC 8.5-11-2</u>	Licensee subject to testing; positive sample results
<u>71 IAC 8.5-13-1</u>	General provisions
<u>71 IAC 8.5-13-2.5</u>	Carbon dioxide testing
<u>71 IAC 9-1-1</u>	General
<u>71 IAC 9-1-2</u>	Records
<u>71 IAC 9-1-9</u>	Display of betting information
<u>71 IAC 9-1-13</u>	Pools dependent on betting interests
<u>71 IAC 9-2.1</u>	Advance Deposit Wagering Definitions
<u>71 IAC 9-2.2</u>	Advance Deposit Wagering
<u>71 IAC 9-4-5</u>	Double pools
<u>71 IAC 9-4-7</u>	Pick (n) pools



<a href="#">71 IAC 9-4-8</a>	Place pick (n) pools
<a href="#">71 IAC 9-4-12</a>	Trifecta pools
<a href="#">71 IAC 9-4-13</a>	Twin quinella pools
<a href="#">71 IAC 9-4-14</a>	Twin trifecta pools
<a href="#">71 IAC 9-4-17</a>	Pentafecta wagering
<a href="#">71 IAC 13-1-1</a>	Registration of horsemen's associations
<a href="#">71 IAC 13-1-3</a>	Information to be submitted with a registration
<a href="#">71 IAC 13-1-7</a>	Financial reports
<a href="#">71 IAC 13.5-1</a>	Indiana Bred
<a href="#">71 IAC 13.5-2-1</a>	Mare registration
<a href="#">71 IAC 13.5-2-2</a>	Foal registration
<a href="#">71 IAC 13.5-2-3</a>	Stallion registration
<a href="#">71 IAC 13.5-3-2</a>	Breeder's awards
<a href="#">71 IAC 13.5-3-4</a>	Stallion owner's awards
<a href="#">71 IAC 13.5-7</a>	Indiana Sired Weight Allowance
<a href="#">71 IAC 14-1-1</a>	"Indiana bred" defined
<a href="#">71 IAC 14-3</a>	Embryo Transfer
<a href="#">71 IAC 14-4-5</a>	Distribution of proceeds
<a href="#">71 IAC 14.5-1-4</a>	Indiana sired quarter horse
<a href="#">71 IAC 14.5-2-1</a>	Mare registration

Requests for any part of this readoption to be separate from this action must be made in writing within 30 days of this publication. Send written comments to the Small Business Regulatory Coordinator for this rule (see [IC 4-22-2-28.1](#)):

David Rothenberg  
 General Counsel  
 Indiana Horse Racing Commission  
 1302 North Meridian Street, Suite 175  
 Indianapolis, IN 46202  
 (317) 232-0399  
[drothenberg@rhc.in.gov](mailto:drothenberg@rhc.in.gov)

Statutory authority: [IC 4-31-3-9](#); [IC 4-35-7-12](#).

For purposes of [IC 4-22-2-28.1](#), the Small Business Ombudsman designated by [IC 5-28-17-6](#) is:

Matthew Jaworowski  
 Small Business Ombudsman  
 Indiana Economic Development Corporation  
 One North Capitol, Suite 700  
 Indianapolis, IN 46204  
 (317) 650-0126  
[majaworowski@iedc.in.gov](mailto:majaworowski@iedc.in.gov)

Resources available to regulated entities through the small business ombudsman include the ombudsman's duties stated in [IC 5-28-17-6](#), specifically [IC 5-28-17-6\(9\)](#), investigating and attempting to resolve any matter regarding compliance by a small business with a law, rule, or policy administered by a state agency, either as a party to a proceeding or as a mediator.

*Posted: 05/17/2023 by Legislative Services Agency*

DIN: 20230517-IR-071230371RNA  
 Composed: May 22,2023 12:28:20PM EDT



## Pitman, Deena

---

**From:** Eggiman, Matt  
**Sent:** Friday, May 26, 2023 9:53 AM  
**To:** Eggiman, Matt  
**Cc:** Rothenberg, David  
**Subject:** IHRC Notice of Rules Readoption #2  
**Attachments:** Notice to Readopt 23-428.pdf

Good Morning Everyone:

This email is an addition to the email I sent earlier in the week and contains another set of IHRC rules that will be up for readoption in June. Please feel free to contact me directly with your comments.

Again, please keep in mind that the rule language is identical to what is already in the rules, and none of the readoptions are permitted to include any change whatsoever. Therefore, the impact to the horsemen and racetracks should be minimal.

Sincerely,

Matt

**Matthew M. Eggiman**  
Deputy General Counsel  
Indiana Horse Racing Commission  
1302 North Meridian Street, Suite 175  
Indianapolis, Indiana 46202  
Office: (317) 232-0397  
Fax: (317) 233-4470  
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## TITLE 71 INDIANA HORSE RACING COMMISSION

### Notice of Intent to Readopt LSA Document #23-428

Readopts rules in anticipation of [IC 4-22-2.5-2](#), providing that an administrative rule adopted under [IC 4-22-2](#) expires January 1 of the seventh year after the year in which the rule takes effect unless the rule contains an earlier expiration date. Effective 30 days after filing with the Publisher.

**OVERVIEW:** Rules to be readopted without changes are as follows:

<a href="#">71 IAC 1</a>	DEFINITIONS
<a href="#">71 IAC 2</a>	COMMISSION
<a href="#">71 IAC 3</a>	OFFICIALS
<a href="#">71 IAC 3.5</a>	FLAT RACING; OFFICIALS
<a href="#">71 IAC 4</a>	ASSOCIATIONS
<a href="#">71 IAC 4.5</a>	FLAT RACING; ASSOCIATIONS
<a href="#">71 IAC 5</a>	LICENSEES
<a href="#">71 IAC 5.5</a>	FLAT RACING; LICENSEES
<a href="#">71 IAC 6-1-1</a>	General provisions
<a href="#">71 IAC 6-1-4</a>	Excusing claimed horse
<a href="#">71 IAC 6-2</a>	Types of Races Permitted
<a href="#">71 IAC 6-3-2</a>	Conditions
<a href="#">71 IAC 6-4</a>	Added Money Events
<a href="#">71 IAC 6.5</a>	FLAT RACING; CLAIMING RACES
<a href="#">71 IAC 7</a>	RULES OF THE RACE
<a href="#">71 IAC 7.5</a>	FLAT RACING; RULES OF THE RACE
<a href="#">71 IAC 8</a>	HUMAN AND EQUINE HEALTH
<a href="#">71 IAC 8.5</a>	FLAT RACING; HUMAN AND EQUINE HEALTH
<a href="#">71 IAC 9-1</a>	General Provisions
<a href="#">71 IAC 9-1.1</a>	Mobile Gaming Definitions
<a href="#">71 IAC 9-1.5</a>	Mobile Gaming
<a href="#">71 IAC 9-2.5</a>	Wagering Rules and Patron Checks
<a href="#">71 IAC 9-3</a>	Interstate Common Pool Wagering
<a href="#">71 IAC 9-4</a>	Calculation of Payoffs and Distribution of Pools
<a href="#">71 IAC 11</a>	PERMIT APPLICATION REQUIREMENTS AND CRITERIA
<a href="#">71 IAC 12</a>	SATELLITE FACILITY AND SIMULCASTING
<a href="#">71 IAC 13</a>	REGISTERED HORSEMEN'S ASSOCIATIONS
<a href="#">71 IAC 13.5-2-2</a>	Foal registration
<a href="#">71 IAC 13.5-3-3</a>	Out-of-state breeder's awards
<a href="#">71 IAC 13.5-3-5</a>	Purse supplement in open races

<u>71 IAC 13.5-4</u>	Restricted Races
<u>71 IAC 13.5-5</u>	Indiana Bred Preference
<u>71 IAC 13.5-6</u>	Indiana Bred Weight Allowance
<u>71 IAC 14</u>	STANDARD BRED DEVELOPMENT PROGRAM
<u>71 IAC 14.5</u>	QUARTER HORSE DEVELOPMENT PROGRAM

Requests for any part of this readoption to be separate from this action must be made in writing within 30 days of this publication. Send written comments to the Small Business Regulatory Coordinator for this rule (see IC 4-22-2-28.1):

David Rothenberg  
General Counsel  
Indiana Horse Racing Commission  
1302 North Meridian Street, Suite 175  
Indianapolis, IN 46202  
(317) 232-0399  
drothenberg@rhc.in.gov

Statutory authority: IC 4-31-3-9; IC 4-35-7-12.

For purposes of IC 4-22-2-28.1, the Small Business Ombudsman designated by IC 5-28-17-6 is:

Matthew Jaworowski  
Small Business Ombudsman  
Indiana Economic Development Corporation  
One North Capitol, Suite 700  
Indianapolis, IN 46204  
(317) 650-0126  
majaworowski@iedc.in.gov

Resources available to regulated entities through the small business ombudsman include the ombudsman's duties stated in IC 5-28-17-6, specifically IC 5-28-17-6(9), investigating and attempting to resolve any matter regarding compliance by a small business with a law, rule, or policy administered by a state agency, either as a party to a proceeding or as a mediator.

*Posted: 05/24/2023 by Legislative Services Agency*

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# **Agenda Item #12**

(No Materials Available for this Agenda Item)

# **Agenda Item #13**

(No Materials Available for this Agenda Item)