

The Board met in due form with the following members present: Rudolph Clay, Frances DuPey, and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 13th day of February, 2006 at about 10:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 13th day of February, 2006 at about 10:45 a.m.

Order#1 – Agenda #5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

DuPey made a motion, seconded by Scheub, to approve the opening of the Bids and Proposals. Motion passed 3-0.

Order#2 – Agenda #5C

In the Matter of Notices/Agenda: Additions, Deletions, and Corrections to Agenda for a Regular Meeting.

DuPey made a motion, seconded by Scheub, to approve the Additions – Item #16A – County Utility Agreement, buried telephone cable – 10075 State Line Road, Project #5783501; Item #30A – Request for Authorization to construct a “Continuous operating GPS Station” to be secured to the L.C. Government Center; Item #31A - Request for permission to seek proposals for food, bread, and dairy products for the second quarter of 2006. Proposals to be returned by Wednesday, March 15, 2006 prior to 9:30 a.m. in the L.C. Auditor's Office; Item#71D – Commissioners Quit Claim Deed – Town of Griffith; Item # 88 – Lanier Brand Photocopier maintenance bid for the L.C. Public Works Dept. Deletions – Item# 80 – Nexus Contract Amendment. Motion passed 3-0.

Order#3 – Agenda #5D

In the Matter of Notices/Agenda: Approval of Final Agenda.

DuPey made a motion, seconded by Scheub, to approve the final agenda. Motion passed 3-0.

Order#4 – Agenda #5E

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order#5 – Agenda #30

In the Matter of L.C. Surveyor – Request for Release of Monument Bond in the amount of \$6,500.00, Stormwater Management Bond in the amount of \$45,000.00, As-Built Bond in the amount of \$2,500.00 in the form of a Letter of Credit #929351781 for St. Anthony Randolph Street Medical Subdivision.

DuPey made a motion, seconded by Scheub, to approve the L.C. Surveyor's request for Release of Monument Bond in the amount of \$6,500.00, Stormwater Management Bond in the amount of \$45,000.00, As-Built Bond in the amount of \$2,500.00 in the form of a Letter of Credit #929351781 for St. Anthony Randolph Street Medical Subdivision. Motion passed 3-0.

ADD Order#6 – Agenda #30A

In the Matter of L.C. Surveyor – Request for Authorization to construct a “Continuous operating GPS Station” to be secured to the L.C. Government Center.

Scheub made a motion, seconded by DuPey, to approve the L.C. Surveyor's request for Authorization to construct a “Continuous operating GPS Station” to be secured to the L.C. Government Center. Motion passed 3-0.

Order#7 – Agenda #6

In the Matter of Proposals: L.C. Highway Department – Uniform Services for Union Employees for the year 2006.

DuPey made a motion, seconded by Scheub, to accept he recommendation of the Highway Superintendent to approve Cintas Corporation for the Uniform Services for Union Employees for the year 2006. Motion passed 3-0.

Letter of Recommendation:

February 8, 2006

Lake County Board of Commissioners
Attn: Rudolph Clay, President
2293 North Main Street
Crown Point, IN 46307

Order#7 – Agenda #6 (Cont'd)

Dear Mr. President:

At the December 14, 2005 Commissioners meeting, proposals for uniform services for the Lake County Highway Department union employees were opened.

We received two proposals:

Aramark Uniform Services, 3701 Progress Drive, South Bend, Indiana
Cintas Corporation, 4545 Calumet Avenue, Hammond, Indiana

The proposals were carefully reviewed. The Highway Department would like to recommend the lowest and most responsive proposal to Cintas Corporation.

Respectfully submitted,
Marcus W. Malczewski, Superintendent
Lake County Highway Department

Order#8 – Agenda #7A

In the Matter of Contract for Highway Department – Aggregate (Limestone) Delivered for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Vulcan Construction Materials, 9331 W. 205th Avenue, Lowell, IN 46356 for Aggregate (Limestone) Delivered Year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Aggregate (Limestone) Delivered Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

VULCAN CONSTRUCTION MATERIALS W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for AGGREGATE (LIMESTONE) DELIVERED FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$17,225.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

VULCAN CONSTRUCTION MATERIALS

Order#9 – Agenda #7B

In the Matter of Contract for Highway Department – Aggregate (Limestone) Picked Up for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Vulcan Construction Materials, 9331 W. 205th Avenue, Lowell, IN 46356 for Aggregate (Limestone) Picked Up Year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Aggregate (Limestone) Picked Up Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

VULCAN CONSTRUCTION MATERIALS W/ WESTERN SURETY CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for AGGREGATE (LIMESTONE) PICKED UP FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$436,050.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

VULCAN CONSTRUCTION MATERIALS

Order#10 – Agenda #7C

In the Matter of Contract for Highway Department – Back-Fill Material "B" Borrow Delivered for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Vulcan Construction Materials, 9331 W. 205th Avenue, Lowell, IN 46356 for Back-Fill Material "B" Borrow Delivered for the year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid Back-Fill Material "B" Borrow Delivered for the year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

VULCAN CONSTRUCTION MATERIALS W/ no bond is hereby approved by the Board of Commissioners.

Order#10 – Agenda #7C (Cont'd)

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BACK-FILL MATERIAL "B" BORROW DELIVERED FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$3,975.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

VULCAN CONSTRUCTION MATERIALS

Order#11 – Agenda #7D

In the Matter of Contract for Highway Department – Concrete Curb & Gutter Removal & Replacement for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Bucko Construction Co., Inc. 890 Chase Street, Gary, IN 46404 for Concrete Curb & Gutter Removal & Replacement for the year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Concrete Curb & Gutter Removal & Replacement for the year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

BUCKO CONSTRUCTION CO., INC. W/ WASHINGTON INTERNATIONAL INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$151,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

BUCKO CONSTRUCTION CO., INC.

Order#12 – Agenda #7E

In the Matter of Contract for Highway Department – Open Graded Bituminous Polymer Emulsion Mix for Patching (Picked Up) for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Bucko Construction Co., Inc. 890 Chase Street, Gary, IN 46404 for Open Graded Bituminous Polymer Emulsion Mix for Patching (Picked Up) for the year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Open Graded Bituminous Polymer Emulsion Mix for Patching (Picked Up) for the year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

BUCKO CONSTRUCTION CO., INC. W/ WASHINGTON INTERNATIONAL INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for OPEN GRADED BITUMINOUS POLYMER EMULSION MIX FOR PATCHING (PICKED UP) FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$343,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

BUCKO CONSTRUCTION CO., INC.

Order#13

In the Matter of Contract for Highway Department – Back-Fill Material "B" Borrow Picked Up for the year 2006.

Scheub made a motion, seconded by DuPey, to approve to add the Bid for Back-Fill Material "B" Borrow Picked Up for the year 2006 for the L.C. Highway Department to the Agenda. Motion passed 3-0.

The Board having previously taken the above bids under advisement, does hereby award the contract to Vulcan Construction Materials, 9331 W. 205th Avenue, Lowell, IN 46356 for Back-Fill Material "B" Borrow Picked Up for the year 2006 upon a motion by Scheub, seconded by DuPey, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid Back-Fill Material "B" Borrow Picked Up for the year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

Order#13 (Cont'd)

VULCAN CONSTRUCTION MATERIALS W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BACK-FILL MATERIAL "B" BORROW PICKED UP FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$4,740.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: February 15, 2006

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

VULCAN CONSTRUCTION MATERIALS

Order#14 – Agenda #8A-E

In the Matter of Specifications: L.C. Highway Department – Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up); Bituminous Materials for Roadway Patching, Bridge Deck and Approach, Overlays, and Surface Milling (Delivered and Applied); Seal Coat (Chip and Seal); Replacement of Lake County Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township.

DuPey made a motion, seconded by Scheub, to approve the Highway Department's Specifications for Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up); Bituminous Materials for Roadway Patching, Bridge Deck and Approach, Overlays, and Surface Milling (Delivered and Applied); Seal Coat (Chip and Seal); Replacement of Lake County Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township, and ordered same to be advertised for receiving of bids on Wednesday, March 15, 2006 at 9:30 a.m. Motion passed 3-0.

Order#15 – Agenda #9

In the Matter of L.C. Highway – Request for the selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of L.C. Bridge #52, 171st Avenue over Cedar Creek.

DuPey made a motion, seconded by Scheub, to approve MS Consultants, Inc. for the L.C. Highway's selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of L.C. Bridge #52, 171st Avenue over Cedar Creek. Motion passed 3-0.

Order#16 – Agenda #10

In the Matter of L.C. Highway – Memorandum of Agreement between the Federal Highway Administration and the Indiana State Historic Preservation Officer submitted to the Advisory Council on Historic Preservation pursuant to 36 C.F.R. 800 regarding the Replacement of L.C. Bridge No. 2 in Eagle Creek Township, Lake County, Indiana.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's Memorandum of Agreement between the Federal Highway Administration and the Indiana State Historic Preservation Officer submitted to the Advisory Council on Historic Preservation pursuant to 36 C.F.R. 800 regarding the Replacement of L.C. Bridge No. 2 in Eagle Creek Township, Lake County, Indiana. Motion passed 3-0.

**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND
THE INDIANA STATE HISTORIC PRESERVATION OFFICER
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 C.F.R. § 800
REGARDING THE REPLACEMENT OF LAKE COUNTY BRIDGE NO. 2
IN EAGLE CREEK TOWNSHIP, LAKE COUNTY, INDIANA**

WHEREAS the Federal Highway Administration (FHWA) proposes to provide funding to the Lake County Commissioners for the replacement of Lake County Bridge No. 2 carrying Clay Street (a.k.a. Range Line Road) over the Kankakee River in Eagle Creek Township, Lake County, Indiana; and

WHEREAS the FHWA, in consultation with the Indiana State Historic Preservation Officer (Indiana SHPO), has defined the area of potential effects for the replacement of Lake County Bridge #2, as the term defined in 36 C.F.R. § 800.16(d), to be the area within a ¼ mile radius centered around Lake County Bridge No. 2; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has found that Lake County Bridge No. 2 is within the area of potential effects; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that Lake County Bridge No. 2 is eligible for inclusion in the National Register of Historic Places; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined pursuant to 36 C.F.R. § 8005.(a) that replacement of Lake County Bridge No. 2 will have an adverse effect on Lake County Bridge No. 2; and

WHEREAS the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on Lake County Bridge No. 2; and

WHEREAS the FHWA notified the Advisory Council on Historic Preservation (Council) of the adverse effect finding, pursuant to 36 CFR Part 800, in a letter dated May 13, 2002; and

WHEREAS the Council notified the FHWA of their decision not to participate in consultation in a letter dated May 23, 2002; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Board of Commissioners of Lake County and the Indiana Department of Transportation (INDOT) to participate in the consultation and to become signatories to this memorandum of agreement; and

WHEREAS the FHWA has solicited comments from the public on the undertaking and its effect on Lake County Bridge No. 2 by publishing a public notice in eight area news publications in late July and early August 2001. In addition, the FHWA held a public meeting at a local library on August 20, 2001; and

NOW, THEREFORE, the FHWA and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. § 800.11(e) & (f) to the Council (pursuant to 36 C.F.R. § 800.6(b)(1)(iv)) and upon the FHWA's approval of the replacement of Lake County Bridge No. 2, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the replacement of Lake County Bridge No. 2 on historic properties.

Stipulations

FHWA shall ensure the following stipulations are implemented.

I. MITIGATION STIPULATIONS

- A. The Lake County Board of Commissioners ("County") shall offer the existing steel truss Lake County Bridge No. 2 to any approved entity or person for relocation. The availability of Lake County Bridge No. 2 will be posted on the Indiana Department of Transportation's web site "Historic Bridges Marketing Program" for a minimum of five (5) years, measured from the date of execution of this agreement.
- B. The qualified recipient(s) of the bridge will be eligible to receive Federal Transportation Enhancement Funds, which reimburse recipients for 80% of eligible costs related to rehabilitating the structure. The provision of the funds will be consistent with INDOT policy and any changes in Federal law regarding the Transportation Enhancement program. Qualified recipients are recognized as any:
 - i. Indiana Public Agency
 - ii. Indiana Non-Profit Organization
- C. The County, INDOT, FHWA, and SHPO shall review any proposed offers for the bridge structure. The suitable applicant shall have sufficient fund to encompass the cost of the local funding portion (20% match) of the acquisition / maintenance / liability such that no additional costs shall be born by Lake County.
- D. If the County, INDOT, FHWA, and SHPO agree that the offer and the applicant is suitable and satisfactory to all parties, the transfer of Lake Bridge #2 may proceed.
- E. The recipient(s) of the structure must agree to the following terms before accepting ownership of the structure:
 - i. Leave the bridge open to the public.
 - ii. Maintain the features that give the structure its historic significance for a minimum period of twenty-five (25) years from the date from which the recipient(s) takes title to the bridge.
 - iii. Assume future legal and financial responsibility for the bridge.
- F. If no owner is found, prior to removal, the County will arrange to have the steel truss structure photographed and documented. The County will ensure the documentation will be done in accordance with "Architectural Documentation Standard of Indiana" as adopted by the Indiana State Professional Review Board on Historic Preservation (January 22, 1986).
- G. If no party comes forward to acquire the structure before construction of the new bridge begins, the County shall disassemble and store Lake County Bridge #2 for a minimum of five (5) years to provide the opportunity for a qualified recipient to re-use the bridge. The bridge members that will have exposed steel areas, due to the bridge being disassembled, will be painted prior to storage at a Lake County Highway Department facility.

II. DISPUTE RESOLUTION

Disagreement and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the replacement of Lake County Bridge #2 or implementation of this memorandum of agreement, then the FHWA shall

consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- i. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
- ii. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.

B. The FHWA shall take into account any Council comment or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the memorandum of agreement that are not the subjects of the objection shall remain unchanged.

III. POST REVIEW DISCOVERY

In the event that one or more historic properties (other than Lake County Bridge No. 2) are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedure specified in 36 C.F.R. § 800.13.

IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment.

V. TERMINATION

A. If the terms of this memorandum of agreement have not been implemented by December 31, 2014, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the replacement of Lake County Bridge #2, then it shall reinstate review of the replacement of Lake County Bridge #2 in accordance with 36 C.F.R. § 800.3 through 800.7.

B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 C.F.R. § 800.3 through 800.7 with regard to the review of the replacement of Lake County Bridge #2.

C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 C.F.R. § 800.3 through 800.7 with regard to the review of the replacement of Lake County Bridge #2.

The execution of this memorandum of agreement by the FHWA, the INDOT, the Lake County Board of Commissioners, and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. § 800.11(e) & (f), and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the replacement of Lake County Bridge #2 and its effect on historic properties and that the FHWA has taken into account the effects of the replacement of Lake County Bridge #2 on historic properties.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

Signed by: _____ Date: _____

Robert F. Tally, Jr., P.E., Division Administrator

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: _____ Date: _____

Jon C. Smith, Deputy State Historic Preservation Officer

INVITED SIGNATORIES:

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by: _____ Date: _____

Thomas O. Sharp, Commissioner

LAKE COUNTY BOARD OF COMMISSIONERS

Signed by: _____ Date: _____

Rudy Clay, Commissioner, District 1

Signed by: Gerry Scheub Date: 02/15/06

Gerry Scheub, Commissioner, District 2

Signed by: Frances DuPey Date: 02/15/06

Frances DuPey, Commissioner, District 3

APPROVED AS TO FORM AND LEGALITY

Mark A. Thiros
SIGNATURE
Mark A. Thiros, Attorney for
LAKE COUNTY HIGHWAY DEPARTMENT
(Print or Type Name and Title)

Order#17 – Agenda #11

In the Matter of L.C. Highway – Alan Builders, Inc. Change Order No. 4 in the amount of \$1,036.75 for the L.C. Highway Maintenance Garage Interior Renovation to re-route the HVAC duct work in the Parts Rooms.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Alan Builders, Inc. Change Order No. 4 in the amount of \$1,036.75 for the L.C. Highway Maintenance Garage Interior Renovation to re-route the HVAC duct work in the Parts Rooms. Motion passed 3-0.

Order#18 – Agenda #12

In the Matter of L.C. Highway - State Local Public Agency Agreement Construction and Project Management for Federal Aid Projects concerning the Rehabilitation of Lake County Bridge #247, Clark road over the Little Calumet River, Project No. STP-9945(042), Des No. 0090240 in the amount of \$364,000.00.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's State Local Public Agency Agreement Construction and Project Management for Federal Aid Projects concerning the Rehabilitation of Lake County Bridge #247, Clark road over the Little Calumet River, Project No. STP-9945(042), Des No. 0090240 in the amount of \$364,000.00. Motion passed 3-0.

**STATE - LOCAL PUBLIC AGENCY AGREEMENT
CONSTRUCTION AND PROJECT MANAGEMENT FOR FEDERAL AID PROJECTS**

THIS CONTRACT is made and entered into February 15,
2006, by and between the STATE of Indiana, acting by and through the Indiana
Department of Transportation hereinafter referred to as the "STATE" and the
Local Public Agency, Lake County hereinafter
referred to as the "LPA "

WITNESSETH

WHEREAS, plans and specifications have been prepared for this project;

WHEREAS, the right-of-way for the project is of sufficient width to meet
the approved design standards for the project; and

WHEREAS, any additional right-of-way procured for the project
was obtained by the LPA in compliance with STATE and Federal Highway
Administration policies and procedures.

WHEREAS, through the cooperation of the LPA, the STATE and the Federal
Highway Administration, the following designated project has been approved by
the Federal Highway Administration and is ready for letting by the STATE:

Project No. STP-9945(042) Des. No. 0090240
Description: Rehabilitation of Bridge 247 on Clark Road over Little Calumet River
Contract: B-28198

VER 7/1/05

NOW THEREFORE, in consideration of the mutual covenants, herein contained, the LPA and STATE mutually covenant and agree as follows:

1. The LPA's share of the cost shall be the total amount of the entire cost of the project (approximately \$ 640,000) less the amount contributed by the Federal Government through Federal-aid. The LPA has by an appropriation duly made and entered of record appropriated the sum of \$ 364,000 to apply to the cost of said project, which amount is estimated to equal the LPA's share of the entire cost of the project.
2. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said highway shall be regulated on a continuing basis by the LPA with written use and occupancy agreements in accordance with the STATE's utility accommodation policy titled " Indiana Department of Transportation, Utility Accommodation Policy".
3. The LPA shall comply with the applicable conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, and (3) the policies and procedures promulgated by the STATE and Federal Highway Administration relative to the project.
4. A. General
 1. Notice is hereby given to the LPA or its subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the STATE deems appropriate.
 2. The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent contracts between the LPA and any subcontractor.
 - a. It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises,

VER 7/1/05

as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirements of the 49 CFR Part 23 apply to this contract.

- b. The LPA agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the LPA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for, and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.
 3. As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.
4. B. Definitions

The following definitions apply to this section.

1. "Disadvantaged Business Enterprise" means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women or and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
4. "Certified disadvantaged business enterprises" means the business has completed and filed with the Indiana Department of Transportation a request for certification,

VER 7/1/05

and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. Businesses which are determined to be eligible will be certified as Disadvantaged Business Enterprises (DBE).

4. C. Subcontracts

1. If the LPA intends to subcontract a portion of the work, the LPA is required to take affirmative actions to seek out and consider disadvantaged business enterprises as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential disadvantaged business enterprise subcontractors and the results thereof shall be documented and made available to the STATE and the FHWA when requested.
3. In those cases where the LPA originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C.1. and C.2. of this section shall be performed.

4. D. Affirmative Actions

The LPA agrees to establish and conduct a program which will enable disadvantaged business enterprises to be considered fairly as subcontractors and suppliers under this agreement. In this connection the LPA shall:

1. Designate a liaison officer who will administer the LPA's Disadvantaged Business Enterprise program.
2. Ensure that known disadvantaged business enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
3. Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of disadvantaged business enterprises, (2) awards to disadvantaged business enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.
4. Cooperate with the STATE in any studies and surveys of the LPA's Disadvantaged Business Enterprise procedures and practices that the STATE may from time to time conduct.
5. Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in Subparagraph (3) above, in such form and manner and at such times as the STATE may prescribe.

4. E. Leases and Rentals

1. The LPA shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transactions, and the type of purchase made or type of equipment rented.

4. F. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the STATE and approved by the Federal Highway Administration applies to this Agreement.

5. The plans, specifications and special provisions shall be subject to the approval of the STATE and the Federal Highway Administration. The STATE will prepare the Engineer's Estimate for the construction project. The STATE will advertise for bids for construction of the project. Upon receipt of an acceptable bid less than the Engineer's Estimate, the STATE will award a contract for the project. If the acceptable bid is within 5% above the Engineer's Estimate, and the LPA concurs, the STATE may award the contract.
6. The construction contract shall be awarded based on unit prices and on estimated quantities. If the total payment to the contractor under the construction contract is more or less than the estimated cost at the time of the signing of the construction contract, the LPA portion of the cost shall increase or decrease accordingly. Changes in the construction contract shall not be made without approval of the LPA, the STATE and the Federal Highway Administration.
7. When the construction contract is awarded and before the beginning of work thereunder, the LPA shall pay to the STATE, within

VER 7/1/05

forty-five (45) days after the contract is awarded, a sum equal to one hundred percent (100%) of the LPA's share of the bid price for construction. If an Advice of Change Order, AC, is approved which increases the project cost, the LPA shall pay to the STATE within ninety (90) days a sum equal to one hundred percent (100%) of the LPA's share of the increased cost.

8. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications. In the event that the engineering, testing, and inspection service provided by the LPA shall, in the opinion of the STATE, be incompetent or inadequate, the STATE shall have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. The STATE's engineers shall control the work the same as on other construction contracts.
9. If the LPA or its consultant is providing project management, the LPA shall make reports to the STATE as to the progress and performance of the work at such times and in such manner as the STATE may require.
10. Upon completion of the construction and project management and prior to final reimbursement of the project management costs pursuant to this Contract, a final audit of the project management costs shall be done by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. After the final audit is approved by the STATE, then final payment shall be made.

VER 7/1/05

- 11. A. The LPA portion of the construction cost shall equal the total payment to the contractor less the amount eligible for Federal-aid reimbursement.
- 11. B. The LPA portion of the project management costs shall equal the cost incurred by the LPA in providing such service for this project less the amount eligible for Federal-aid reimbursement. Costs eligible for Federal-aid reimbursement shall be limited to a maximum percentage of the construction cost. The maximum percentage rates for reimbursement of eligible costs are:

Types of Funds	Project Prefix	*Max. %
Urban	STP, STPG	15%
Rural < 5000 Population	STP, STPG	15%
Bridge Replacement	BRF, BRO	15%
Bridge Rehabilitation	BHF, BHO	15%
High Priority	DEM	15%
Hazard Elimination/Safety	STP, STPG	15%
Railroad Protection	STP, STPG	15%
Railroad Crossing	STP, STPG	15%
Minimum Guarantee	MG	15%
Enhancement	STP	15%
Congestion-Mitigation	CM	15%
* Construction contracts of \$500,000 or less		17%

- 1. Project Management by Consultant - A separate agreement between the LPA and the Consultant, setting forth the scope of work and fee, is required and must be approved by the STATE before the letting. Only costs incurred after the STATE's written notice to proceed to the LPA and the LPA's written notice to proceed to the Consultant shall be eligible for Federal-aid reimbursement. The STATE must approve, in writing, the Consultant's personnel prior to their assignment to the project.

VER

2. Project Management by LPA - The personnel must be bona fide employees of the LPA. They can not be paid on a "retainer" basis. Only costs incurred after the STATE's written notice to proceed to the LPA shall be eligible for Federal-aid reimbursement.

The STATE must approve in writing the LPA's personnel prior to their assignment to the project.

11. C. In accordance with IC 8-23-2-14 the LPA shall pay the STATE the actual cost, less the amount eligible for Federal-aid reimbursement, for performing laboratory testing of materials. The material-testing charge shall be determined by application of the approved material testing rate to actual construction costs incurred excluding project management costs. This rate is based upon the amount of eligible costs of operating the Indiana Department of Transportation material testing function divided by the total costs incurred for specific types of contracts which utilize the services of the material testing function. The cost of providing material testing is included in the maximum limitation mentioned in Section 11B.
11. D. The LPA shall pay the STATE for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement. This cost is eligible for Federal-aid and is not included in the maximum limitation mentioned in section 11B.
11. E. The LPA shall pay the STATE for expenses incurred in supervising the project according to the terms in section 8, less the amount eligible for Federal-aid reimbursement. This cost is included in the maximum limitation mentioned in section 11B.

VER 7/1/05

- 11.F. If, for any reason, the STATE is required to repay to the Federal Highway Administration the sum or sums of Federal Funds paid to the LPA or any other entity through the STATE under the terms of this Agreement, then the LPA shall repay to the STATE such sum or sums upon receipt of a billing from the STATE. Payment for any and all costs incurred by the LPA which are not eligible for Federal funding shall be the sole obligation of the LPA.
12. A. Construction by Contractor - During the progress of the work, the contractor through the LPA or its representative shall submit invoice vouchers to the STATE for construction completed.
12. B. Construction by LPA - During the progress of the work, the LPA shall submit claim vouchers to the STATE for construction completed.
- When claiming costs, the contractor or LPA shall certify by its responsible officer and/or engineer that those costs represented by the subject billing represent work physically completed. Upon approval of the voucher by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject voucher. Upon receipt of Federal-aid funds, the STATE will make payment to the contractor or LPA.
13. Project Management by LPA or Consultant. - The LPA shall be reimbursed for management costs expended by submitting claim vouchers to the STATE not more often than once per month during the progress of the work. Upon approval of the claim voucher by the STATE, the STATE will request Federal-aid funds from the Federal Highway Administration for the amount of the subject claim voucher. Upon receipt of Federal-aid funds, the STATE will make payment to the LPA.

VER 7/1/05

14. The LPA's share of the project cost shall be the amount as determined by the procedure outlined in section 11 of this Agreement. From the LPA's share thus computed, there shall be deducted all previous payments made by the LPA to the STATE. Billings to the LPA for its share of project costs shall be due and payable 30 days from date of billing by the STATE. If the LPA has not paid the full amount due within 60 days past the due date, the STATE shall be authorized to proceed in accordance with IC 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to the Indiana Department of Transportation's account.
15. The LPA, prior to final acceptance of the project by the STATE and the Federal Highway Administration, shall place and maintain informational, regulatory, and warning signs or other markings and traffic signals necessary for proper traffic operations in the vicinity of the project, subject to the approval of the STATE and the concurrence of the Federal Highway Administration. The LPA shall not open the project to traffic for unrestricted use until all appropriate traffic control devices, either temporary or permanent, are installed and properly functioning. Both temporary and permanent traffic control devices shall conform to the National Manual on Uniform Traffic Control Devices.
16. After the completion of the construction work in accordance with the plans and specifications, and the approval thereof by the LPA, the STATE and Federal Highway authorities, the LPA shall provide all maintenance, satisfactory to the STATE and the Federal Highway Administration, at the LPA's expense.
17. During the contract period and for three (3) years from the date of final payment the LPA shall maintain all books, documents, papers,

VER 7/1/05

accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection by the Federal Highway Administration, the STATE, or other authorized representatives of any unit providing money for the project and copies thereof shall be furnished if requested.

18. **Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless INDOT its officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone on or off the right-of-way arising out of, or resulting from the work covered by this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs alteration, or removal of any equipment or material, to the extent of negligence of the LPA, including any claims arising out of the Workmen's Compensation Act or any other law, ordinance, order, or decree. The LPA agrees to pay all reasonable expenses and attorney fees incurred by or imposed on INDOT in connection herewith in the event the LPA shall default under the provisions of this Section. Notwithstanding the proceeding provisions of this Section, the obligation of the LPA to indemnify, defend, exculpate and hold harmless shall only arise if the LPA also would be liable under I.C. 34-13-3. Further, the liability of the LPA shall be limited by the provisions of I.C. 34-13-3-4.

- 19 Pursuant to I.C. 22-9-1-10, the LPA and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this

VER 7/1/05

Agreement. Acceptance of this contract also signifies compliance with acceptable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

20. If this Agreement is for \$100,000.00 or more the LPA
20. A. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
20. B. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
20. C. Stipulates that as a condition of Federal-aid pursuant to this Contract it shall notify the STATE and Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
21. MAINTAINING A DRUG-FREE WORKPLACE EXECUTIVE ORDER #90-5
- 21A. LPA hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Indiana Department of Administration and Indiana Department of Transportation within ten (10) days after receiving actual notice that an employee of LPA has been convicted of a criminal drug violation occurring in LPA's workplace
- 21B. In addition the provisions of subparagraph (A) above, if the total Agreement amount set forth in this Agreement is in excess of \$25,000 LPA hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by LPA in conjunction with this contract.
- 21C. It is further expressly agreed that the failure of LPA to in good faith comply with the terms of sub paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in sub paragraph (B) above shall constitute a material breach of this Agreement.

DRUG-FREE WORKPLACE CERTIFICATION

This certification required by Executive order No. 90-5 April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Contracts with the State of Indiana in excess of \$25,000. No award of an Agreement or Contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and attached to the Contract or agreement as a part of the Contract documents. False certification or violation of the certification may result in sanctions including, but not limited to suspension of Contract payments, termination of the Contract or agreement and/or debarment of contracting opportunities with INDOT for up to three (3) years. The LPA certifies and agrees that it will provide a drug-free workplace by:

VER 7/1/05

- a. Publication and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the Indiana Department of Administration and Indiana Department of Transportation within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraph (a) through (e) above.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

FUNDING CANCELLATION CLAUSE

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 an agreement, the agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Insofar as authorized by law this agreement shall be binding upon the parties hereto, their successors or assigns, including, if this agreement is in excess of \$25,000, Paragraph 21 "Maintaining a Drug-free workplace Executive Order #90-5"

22. **Ethics.** The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the LPA may be subject to penalties under Indiana Code § 4-2-6-12.

VER 7/1/05

23. Compliance with Telephone Solicitations Act

As required by IC 5-22-3-7:

- (1) the LPA and any principals of the LPA certify that
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) IC 24-5-12 [Telephone Solicitations], or
 - (iii) 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
 - (B) the LPA will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
2. The LPA and any principals of the LPA certify that an affiliate or principal of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the LPA:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

24. Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

The remainder of this page is intentionally left blank.

VER 7/1/05

This Agreement shall not be effective unless and until approved by the Attorney General of Indiana, or his/her authorized representatives, as to form and legality

In Witness whereof, the State of Indiana and the LPA, through their respective officials, have hereto affixed their signatures.

Clerk-Treasurer or County Auditor

Mayor, with (Board of Public Works) or (Town Board) or (County Commissioners)

ATTEST:

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE.

Peggy Katona
Signature
PEGGY KATONA
LAKE COUNTY AUDITOR
(Print or type Name and Title)

Rudolph Clay
Signature
RUDOLPH CLAY
PRESIDENT
(Print or type Name and Title)

Date 02/15/06

Frances DuPeuy
Signature
FRANCES DUPEY
(Print or type Name and Title)

APPROVED AS TO FORM AND LEGALITY

Mark A. Thiros
SIGNATURE
MARK A. THIROS, ATTORNEY FOR
LAKE COUNTY HIGHWAY DEPARTMENT
(print or type name and title)

Gerry J. Scheub
Signature
GERRY J. SCHEUB
(Print or type Name and Title)

Approved as to form and legality:

STATE OF INDIANA
BY: INDIANA DEPARTMENT OF TRANSPORTATION

Stephen Carter
Attorney General of Indiana

Thomas O. Sharp
Commissioner

Date approved: _____

Approved:

Approved:

Charles Schalliol, Director
State Budget Agency
Date: _____

Earle Goode, Commissioner
Department of Administration
Date: _____

Order#19 – Agenda #13

In the Matter of L.C. Highway – Consulting Contract with Terrence J. Bronowski, Certified Public Accountant in an amount not to exceed \$15,000.00 at the rate of \$40.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Highway and Terrence J. Bronowski, Certified Public Accountant in an amount not to exceed \$15,000.00 at the rate of \$40.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between TERRENCE J. BRONOWSKI, Certified Public Accountant (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY") on behalf of the LAKE COUNTY HIGHWAY DEPARTMENT.

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:
 - A. Consultant shall prepare such financial and managerial reports evaluations and recommendations as are requested by the Superintendent of Lake County Highway Department.
 - B. Consultant shall aid in preparation of the Lake County Highway Department budget and reports.
 - C. Consultant shall assist the Lake county Highway Department at financial hearings, Tax Adjustment Hearings and to follow-up with whatever action is deemed necessary to appeal.
 - D. Consultant shall aid in and review data entry and account bookkeeping work.
 - E. Consultant shall aid in and review data entry and account bookkeeping work.
 - F. Consultant shall devote such hours as are necessary to perform the service listed above.
 - G. Consultant shall exercise independent professional accounting judgment to act in the best interest of the parties represented.
 - H. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Fifteen thousand Dollars (\$15,000.00) for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 - A. Compensation shall be at the rate of \$40.00 per hour until the amount listed above is exhausted.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Order#19 – Agenda #13 (Cont'd)

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

TERRENCE BRONOWSKI
8000 UTAH STREET
MERRILLVILLE, IN 46410
(219) 942-4895

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
TERRENCE J. BRONOWSKI

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

LAKE COUNTY HIGHWAY DEPT.
MARCUS W. MALCZESKI, SUPERINTENDENT

Order#20 – Agenda #14 A&B

In the Matter of L.C. Highway – Ordinance Petition – Finding of Fact, posting of a 30 m.p.h. limit along and over the following described roads: (W. 159th Avenue – from White Oak to Chestnut Street) and (Chestnut Street from West 159th Avenue to West 161st Avenue).

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Ordinance Petition – Finding of Fact, posting of a 30 m.p.h. limit along and over the following described roads: (W. 159th Avenue – from White Oak to Chestnut Street) and (Chestnut Street from West 159th Avenue to West 161st Avenue). Motion passed 2-1, Commissioner Scheub against.

Order#21 – Agenda #15

In the Matter of L.C. Highway – Ordinance Petition – Finding of Fact, posting of Stop Signs at Chestnut Street (Northbound) to stop for West 159th Street.

DuPey made a motion, seconded by Clay, to deny the L.C. Highway's Ordinance Petition – Finding of Fact, posting of Stop Signs at Chestnut Street (Northbound) to stop for West 159th Street. Motion passed 2-1, Commissioner Scheub against.

Order#22 – Agenda #16

In the Matter of L.C. Highway – County Utility Agreement, SBC Illinois, Buried Telephone Cable – State Line Road and Brunswick.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's County Utility Agreement, SBC Illinois, Buried Telephone Cable – State Line Road and Brunswick. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and

SBC Illinois
65 W. Webster St.
Joliet, IL. 60432

Engineer: Dave Meiners
Number: 815-727-0575

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____

buried telephone facilities; re: Project # 5779667

located at **State Line Rd. & Brunswick. Indiana – T 35 N Qtr Section 36. St. John Twp.**
Illinois - T 5 SW Qtr Section 5. Washington Twp.

Note: All work to be done on West Side of State Line Rd. in Illinois.

is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

**FOR THAT PART IN
THE R.O.W OF ST. LINE ONLY!**

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

- 4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
- 5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- 6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".
- 7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

Dave M. Davis
 Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Date of Signature 1/24/2006

 Member

Recommended for Approval by:
[Signature]
 Lake County Highway Department

Francis DuPuy
 Member

[Signature] 2.2.06
 Lake County Highway Department

[Signature] 02/15/06
 Member

ATTEST: *[Signature]*
 Lake County Auditor

ADD Order#23 – Agenda #16A

In the Matter of L.C. Highway – County Utility Agreement, Buried Telephone Cable – 10075 State Line Road, Project #5783501.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's County Utility Agreement, Buried Telephone Cable – 10075 State Line Road, Project #5783501. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and

**SBC Midwest
302 S. East St.
Crown Point, IN 46307**

**Engineer: Debbie Finney
Number: 219-662-4405**

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____

buried telephone facilities; re: Project #5783501

located at **10075 STATE LINE RD.**

is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

- 4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
- 5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- 6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".
- 7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

Paulie Finiz
 Applicant of Authorized Representative
 Date of Signature 2/24/06

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

 Member

Recommended for Approval by:

[Signature]
 Lake County Highway Department
[Signature] 2.2.06
 Lake County Highway Department

Frances Duley 02/15/06
 Member

[Signature]
 Member

ATTEST: *Ressy Duley Kator*
 Lake County Auditor

Order#24 – Agenda #17

In the Matter of L.C. Highway – County Utility Agreement, A T & T – Indiana, 3721 West 153rd Avenue, Cedar Creek Township, Section 6, Range 33-8, Job #5778685.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's County Utility Agreement, A T & T – Indiana, 3721 West 153rd Avenue, Cedar Creek Township, Section 6, Range 33-8, Job #5778685. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board,
and

At & t - Indiana
302 S. East St.
Crown Point, In. 46307

Engineer: Debbie Finney
Telephone: 219-662-4405
Job #: 5778685

Hereinafter referred to as the Permittee, hereby agree that utility facilities
consisting of:

Asphalt pull-off & culvert for access to telephone closures

located at: 3271 W. 153rd Av. Cedar Creek Township
Section: ~~T33N R8W~~ Range: ~~NE6~~
~~Q~~ ~~33-8~~

is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform to the following terms and conditions.

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
6. it is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Right-of-way by Utilities 1971".
7. The filing of a Bond or a Certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

Public Finney

Applicant or Authorized Representative

Date of Signature: 1/18/16

**BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA**

Recommended for Approval by:

A. D. D.

Lake County Highway Department

D. C. H. 2.6.06

Lake County Highway Department

 Member

Francis Daley 02/15/06

 Member

Gary Schenk

 Member

ATTEST:

Peggy Ashley Keston

Lake County Auditor

Order#25 – Agenda #18

In the Matter of L.C. Highway – County Utility Agreement, A T & T – Indiana, 18055 Lincoln Lane, Cedar Creek, Township Section 21, Range 33-8, Job #5778676.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's County Utility Agreement, A T & T – Indiana, 18055 Lincoln Lane, Cedar Creek, Township Section 21, Range 33-8, Job #5778676. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board,
and

At & t - Indiana
302 S. East St.
Crown Point, In. 46307

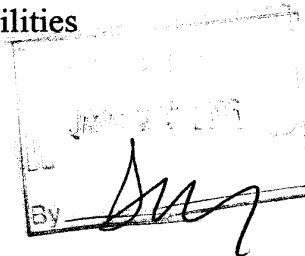
Engineer: Debbie Finney
Telephone: 219-662-4405
Job #: 5778676

Hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of:

Asphalt pull-off & culvert for access to telephone closures

located at: 18055 Lincoln Ln.
Section: ~~T33N R8W~~
21

Cedar Creek Township
Range: ~~SW21~~
33-8



is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform to the following terms and conditions.

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

- 4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
- 5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- 6. it is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Right-of-way by Utilities 1971".
- 7. The filing of a Bond or a Certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

Robin Finney
 Applicant or Authorized Representative

Date of Signature: 1/19/06

**BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA**

Recommended for Approval by:

[Signature]

Lake County Highway Department

[Signature] 2.6.2006

Lake County Highway Department

 Member

Francis Duley 02/15/06
 Member

[Signature]
 Member

ATTEST: *Peggy Doherty Kottke*
 Lake County Auditor

Order#26 – Agenda #19 A&B

In the Matter of L.C. Highway – Certificates of Liability Insurance (Coex, Inc.) and (Mediacom Communications Corporation).

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for Coex, Inc. and Mediacom Communications Corporation. Motion passed 3-0.

Order#27 – Agenda #20 & 21

In the Matter of Proposals: L.C. Jail – Bread and Dairy Products 1st Quarter Year 2006.

Scheub made a motion, seconded by DuPey, to accept the recommendation of the L.C. Sheriff to approve Interstate Brands with \$28,414.00 for the Bread Products 1st Quarter Year 2006 and US Food Service with \$25,452.90 for Dairy Products 1st Quarter Year 2006. Motion passed 3-0.

Letter of Recommendation:

January 31, 2006

Board of Commissioners
County of Lake
Crown Point, IN 46307

Dear Commissioners:

We have tabulated and reviewed the bread and dairy proposals for the first quarter of 2006. The tabulations are indicated on the attached bread and dairy. We would like to recommend that the Board of Commissioners of the County of Lake award the bid to the following vendors, based on the tabulation finding:

INTERSTATE BRANDS We would like to recommend the proposal for the bread in the amount of \$28,414.00
7225 Santa Fe Drive
Hodgkins, OIL 60525

US FOOD SERVICE We would like to recommend the proposal for dairy in the amount of \$25,452.90
8723 W. 142nd Avenue
Cedar Lake, IN 45303

Thank you in advance for your cooperation in this matter. If you have any further questions, please call.

Respectfully submitted,

ROGELIO "ROY" DOMINGUEZ
SHERIFF OF LAKE COUNTY

WARDEN CAREN JONES

Order#28 – Agenda #22

In the Matter of Specifications: L.C. Jail – Food Products 2nd Quarter of 2006.

DuPey made a motion, seconded by Clay, to approve the L.C. Jail's Specifications for Food Products 2nd Quarter of 2006, and ordered same to be advertised for receiving of bids on Wednesday, March 15, 2006 at 9:30 a.m. Motion passed 3-0.

Order#29 – Agenda #23 & 24

In the Matter of Lake County Jail: Seek Proposals for Bread & Dairy Products for the 2nd Quarter of 2006.

DuPey made a motion, seconded by Scheub, to approved the seeking of proposals for the L.C. Jail for Bread & Dairy Products for the 2nd Quarter of 2006 from the following vendors, and ordered same to be returned by Wednesday, March 15, 2006 by 9:30 a.m. Motion passed 3-0.

Bread

Interstate Brands Kreamo Bakers Sara Lee Bread Auslar Global Suppliers

Dairy

Pleasant View Dairy Dairy Farms, Inc. U.S. Food Service Prairie Farms Clover Crest Dairy, Inc.

Order#30 – Agenda #25

In the Matter of L.C. Sheriff – Executive Summary concerning Edgewater Systems for Balanced Living, through its Community Orientation & Reentry Programs.

Scheub made a motion, seconded by DuPey, to approve the L.C. Sheriff's Executive Summary concerning Edgewater Systems for Balanced Living, through its Community Orientation & Reentry Programs. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from February 15, 2006 to February 14, 2007 by and between EDGEWATER SYSTEMS FOR BALANCED LIVING, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SHERIFF (hereinafter called the "COUNTY").

WITNESSETH THAT:

Order#30 – Agenda #25 (Cont'd)

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner substances abuse services for the County, specifically the Consultant shall:
 - A. Consultant shall through its Community Orientation & Reentry Programs (CORP) proposes to provide a full continuum of services for 50 Lake County residents per year, who are being released from the Lake County Jail. The target group includes inmates who are 25 years of age and under who were involved in nonviolent misdemeanor and nonviolent Class D felony crimes with a sentence of one year or less. Priority placement will be given to inmates who are unemployed, have a sentence of one year, and may be experienced their second or more incarceration on nonviolent misdemeanor crimes. This initiative will bridge the gap of the critical adjustment period between incarceration and release by providing an immediate connection to the community by assisting the offenders with accessing the necessary community resources prior to their release.
 - B. Consultant will report directly to the Lake County Sheriff.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Two Hundred Forty-Nine thousand Dollars (\$249,895.00) at the rate of Twenty Thousand Eighty Hundred Twenty-four Dollars (\$20,824.00) per month upon receipt by the Lake County Sheriff of itemized invoice for all services require herein. Subject to annual funding by the Fiscal Body. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

Community Orientation RE-Entry Program Budget
Staff Requirements

Manager	\$45,000
Master Level Therapist 1 @ \$35,000	\$35,000
Case Manager 2 @ \$25,000	\$50,000
Staff Psychiatrist 2 hrs per wk	
104 hrs x \$115 per hr	\$11,960
TOTAL	\$141,960
Payroll taxes/Benefits @ 25%	\$35,490
	Expenses
Salaries & Wages	\$141,960
Benefits @ 25%	\$35,490
Rent/Utilities/Insurance	\$10,000
Telephone	\$4,000
Office Supplies	\$4,500
Staff Training	\$2,000
Client Activities	\$500
Program Supplies	\$500
Travel	\$4,000
Postage & Printing	\$1,500
Indirect Costs @ 10%	\$20,445
Contractual with Workforce Development	\$25,000
	<u>\$249,895</u>

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Order#30 – Agenda #25 (Cont'd)

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

EDGEWATER SYSTEMS
FOR BALANCED LIVING
1100 WEST 6TH AVENUE
GARY, IN 46402
(219) 886-3429

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
DANITA JOHNSON –HUGHES

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#31 – Agenda #26

In the Matter of L.C. Sheriff – Dentist Contract with William Galanos, D.D.S. for the year 2006 in an amount not to exceed \$35,000.00.

DuPey made a motion, seconded by Scheub, to approve the Dentist Contract between the L.C. Sheriff and William Galanos, D.D.S. for the year 2006 in an amount not to exceed \$35,000.00. Motion passed 3-0.

DENTIST CONTRACT

THIS contract is entered into 15th day of February, 2006 by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter referred to as the "Board" and William Galanos, D.D.S., hereinafter referred to as Dentist:

For and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. **TERM.**

The term of this Contract is from January 1, 2006 to and including December 31, 2006.

2. **Scope of Service.**

Order#31 – Agenda #26 (Cont'd)

- A. Provide palliative and prophylactic Dental services to prisoners incarcerated in the Lake County Jail in accordance with the American Medical Association (AMA) Standards for Medical and Health Services in Jails, American Dentist Association (ADA) Standards and in accordance with other Federal and/or State Laws.
 - B. Provide the subject services under the general supervision and direction of the Medical Director, Lake County Jail.
 - C. Provide services above and beyond palliative and prophylactic procedures which will be billed on a per procedure basis.
3. **PAYMENT**
- A. The Board of Commissioners shall pay the Dentist the sum of Thirty Five Thousand Dollars (\$35,000.00) per year on a prorated bi-weekly basis.
 - B. The Board of Commissioners of the County of Lake will agree to pay an additional sum for services above and beyond palliative and prophylactic which will be billed on an individual basis per procedure.
4. **MALPRACTICE INSURANCE**
- A. Malpractice Insurance: Board agrees to provide incidental malpractice insurance to Contractor during the period of this Contract in an annual aggregate of \$300,000.00 on occurrence basis.
 - B. The Board shall reimburse the Dentist for all attorney's fees which the Dentist may incur as the result of defending punitive damage claims filed before any court or administrative agency, by inmates, their heirs or assigns, against the Dentists in their corporate or individual capacities.
5. **AMENDMENT**
- A. This agreement may be amended only by the execution of a written document covering new provisions.
 - B. The source of funds for this payment is the Jail Budget 0310 Line Item 43630.
6. **SPECIAL PROVISIONS**
- The dental care program for inmates in the Lake County Jail will be operated by the Sheriff of Lake County, Indiana and the Board in accordance with their respective statutory responsibilities such that the services of the Dentist will be effectively and efficiently delivered by:
- A. The provision of such equipment, supplies, secretarial assistance, and clinic space in the Lake County Jail to augment the delivery of dental care by the Dentist at the Lake County Jail.
 - B. The provisions of appropriate clean space in the Lake County Jail for the provision of dental services.
 - C. The payment of such specialist and consultation fees for services delivered to inmates by health care facilities or specialty practitioners to whom the Dentist with the approval of the Medical Director, Lake County Jail refers inmates based upon dental evaluation of the inmates medical condition. Payment of such specialty practitioner costs and condition. Payment of such specialty practitioner costs and fees shall be made by the inmates where third party coverage of the inmate is in force or the inmate is able to pay.
 - D. Implementing procedures so that in situation requiring emergency care, inmate custody procedures shall yield to the dental needs of the inmate as determined by the Dentist or the Medical Director. The process of moving an inmate to an appropriate health care facility shall not be unreasonably delayed by clearance procedures.
 - E. The provision of Dentist with usual employee benefits.
7. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
8. **PRACTICE OF DENTISTRY**
- Nothing in this contract shall prevent the Dentist from engaging in any dental practice apart from the provision of services under this contract.
9. **STANDARD OF CARE**
- Dentist shall perform the services required by this Contract in accordance with generally acceptable dental care standards. Dentist shall not be liable for any act of Commission or Omission in the performance of the services under this Contract if such services are performed with reasonable care and in accordance with acceptable standards of the dental profession.
10. **AFFIRMATIVE ACTION**
- The Dentist agrees by the execution of this agreement that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
11. **MISCELLANEOUS**
- In the event any portion or portions of this agreement are found to be void and voidable by a court of competent jurisdiction this agreement shall not become void in its entirety. Rather, the void or voidable portions shall be stricken and the remaining portions enforced.
16. **Information Availability.**

Order#31 – Agenda #26 (Cont'd)

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

WILLIAM GALANOS, D.D.S.
DENTIST

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#32 – Agenda #27

In the Matter of L.C. Sheriff – Contract with Rodolfa L. Jao, M.D. for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$2,500.00 per month.

DuPey made a motion, seconded by Clay, to approve the Contract between the L.C. Sheriff and Rodolfa L. Jao, M.D. for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$2,500.00 per month. Motion passed 3-0.

CONTRACT

This contract is entered into 15th day of February, 2006 by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the Lake County Sheriff, hereinafter referred to as the Board and Rodolfa L. Jao, M.D., hereinafter referred to as Peer Review Medical;

NOW, THEREFORE, FOR AND IN consideration of the promises and covenants contained herein, the parties hereto mutually agree as follows:

For and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. **TERM.**

The term of this Contract is from January 1, 2006 to and including December 31, 2006.

2. **COMPENSATION**

- A. The Consultant shall be compensated for services at the rate of Two Thousand Five Hundred Dollars (2,500.00) per month not to exceed \$30,000.00 for the year consultations as needed, on-site at the Lake County Jail. Payment forms shall be those prescribed by the State of Indiana, State Board of Accounts, and the Board of Commissioners of the County of Lake.

The Consultant will, consistent with these provisions, tender the necessary verified and itemized forms of a periodic basis.

- B. The source of funds for this payment is the Jail Budget, 0310, Line Item 43630.

3. **SCOPE OF CONSULTANT SERVICES**

- A. The Consultant shall provide services to the County of Lake, its Elected Officials, employees, and agents in accordance with the Judgment order issue by Judge Kanne on June 28, 1982 in the case of Randy Jensen et al., vs. County of Lake et al, H74-230 which is attached hereto and is incorporated as a part of this Contract by reference.
- B. In addition the Consultant shall audit the Medical, Mental Health, and Dental Care given the inmates to ensure that it meets local community accepted standards, to comply with the American Medical Association standard #109.
- C. A report of consultant activities shall be submitted after each visit to the Medical Director, Lake County Jail.

4. **SCOPE OF SHERIFF'S SERVICES**

The County of Lake through the Board and/or the Lake County Sheriff shall:

- A. Identify a person designated as Medical Director.
- B. Provide suitable space, equipment, and materials.
- C. Provide a general orientation for the consultant to the facility, including its staff, policies, recording system, and other operating procedures.
- D. Provide a general orientation for the consultant to the facility, including its staff, policies, recording system, and other operating procedure.

5. **MALPRACTICE INSURANCE**

- C. Malpractice Insurance: Board agrees to provide incidental malpractice insurance to Contractor during the period of this Contract in an annual aggregate of \$300,000.00 on occurrence basis.
- D. The Board shall reimburse the Dentist for all attorney's fees which the Dentist may incur as the result of defending punitive damage claims filed before any court or administrative agency, by inmates, their heirs or assigns, against the Dentists in their corporate or individual capacities.

6. **AFFIRMATIVE ACTION**

The Consultant agrees by the execution of this agreement that in regards to its operations:

Order#32 – Agenda #27 (Cont'd)

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
7. **Miscellaneous Provisions.**
- A. The parties shall periodically review the medical, mental health, dental and operation consideration.
- B. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions by a court of competent jurisdiction this agreement shall not become void in its entirety. Rather the void or voidable portions shall be stricken and the remaining portions enforced.
8. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
9. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

ALL OF WHICH is understood and agreed to the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT
RODOLTO L. JAO, M.D.
1400 SOUTH LAKE PARK AVENUE
SUITE 300
HOBART, IN 46342
942-1169
FAX: 942-1160

ATTESTED:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#33 – Agenda #28

In the Matter of L.C. Sheriff – Consulting Contract with Cynthia A. Minor for Attorney Services for the year 2006 in an amount not to exceed \$24,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Sheriff and Cynthia A. Minor for Attorney Services for the year 2006 in an amount not to exceed \$24,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between CYNTHIA A. MINOR, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SHERIFF (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

ASSIST WITH JAIL PHARMACEUTICAL, FOOD SERVICE CONTRACTS AND DISCIPLINARY CASES BEFORE THE SHERIFF'S MERIT BOARD

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.

Order#33 – Agenda #28 (Cont'd)

- C. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Four thousand Dollars (\$24,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
 15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

Order#33 – Agenda #28 (Cont'd)

16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

CYNTHIA A. MINOR
7895 BROADWAY, SUITE D
MERRILLVILLE, IN 46410
(219) 736-7473

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
CYNTHIA A. MINOR
ATTORNEY AT LAW

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#34 – Agenda #29

In the Matter of L.C. Sheriff – Lake County Sheriff Gasoline Bid award of December 14, 2005 to be rescinded. Adoption of a Test Program for the year 2006.

DuPey made a motion, seconded by Clay, to table the above matter until the next Lake County Board of Commissioner's Meeting. Motion passed 2-1, Commissioner Scheub against.

Order#35 – Agenda #94

In the Matter of L.C. Council Ordinances and Resolutions – Correctional Officers Collective Bargaining Agreement.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution – Correctional Officers Collective Bargaining Agreement. Motion passed 3-0.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE COUNTY OF LAKE
LAKE COUNTY, INDIANA**

AND

**LAKE COUNTY CORRECTIONAL OFFICERS
ASSOCIATION, LOCAL NO. 11,
affiliated with the
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO**

January 1, 2006 - December 31, 2008

**Lake County Sheriff's Department, Corrections Division,
2293 North Main Street, Crown Point, Indiana 46307**

COLLECTIVE BARGAINING AGREEMENT**PREAMBLE**

This agreement is entered into effective on the 1st day of January, 2006, between the County of Lake, Lake County, Indiana hereinafter called the "Employer", and the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

PURPOSE

The purpose of this agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basic cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

It is the desire, and in the best interests of the citizens of Lake County, to promote harmonious relationships between the Employer and the Union and to improve the operation of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department for the citizens of Lake County.

ARTICLE 1 - RECOGNITION

Section 1.1 The Employer hereby recognizes the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for the bargaining unit comprised of all permanent sworn employees of the Lake County Sheriff's Department, Corrections Division, excluding probationary employees and employees in "upper level policy making positions" as defined by Indiana State Statute. All other employees of the Employer are excluded from this bargaining unit.

Section 1.2 The Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, in its role as bargaining representative, has been selected by a majority of the members of the bargaining unit described above, and shall continue in this capacity for the duration of the term of this Agreement and thereafter until such time as a majority of those bargaining unit members vote to eliminate such representation, in accord with the provisions of the law.

Section 1.3 The Employer shall not enter into any oral or written agreements with the employees covered under this contract or to any provisions of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 2 - TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2006, and shall remain in full force and effect until the 31st day of December, 2008.

Section 2.2 During the term of this agreement, there shall be a collective bargaining re-opener each year to negotiate wages and benefits applicable for the upcoming year. The parties agree to commence negotiations no later than June 1 of each year with respect to wages and benefits applicable for the following year, and the parties agree to commence negotiations no later than June 1, 2008 with respect to a new Collective Bargaining Agreement.

Section 2.3 The conditions of employment for the Corrections Division of the Lake County Sheriff's Department are very different than in other offices of County Government, the Employer and the Union agree that collective bargaining and negotiations for Corrections Division employees covered by this agreement should be conducted separately from those negotiations by the Employer with other employees and/or groups.

Section 2.4 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.

Section 2.5 The terms and conditions of employment contained in this Agreement shall be binding following the approval of the Employer for the terms and duration thereof, and may not be amended or altered by Employer Ordinance or Resolution, except as provided in this Agreement.

Section 2.6 The express provisions this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by

authorized representative of the Employer and the Union, except as provided in this Agreement.

Section 2.7 If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 The Employer, the Union, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, age, disability, or union membership.

All references to employees in the Agreement shall designate both sexes.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriff's Department, Corrections Division, affairs, in all respects, in accordance with its responsibilities and powers of authority. The Employer recognizes the benefits of operating the Corrections Division subject to the Lake County Corrections Merit Board and its rules and regulations, and hereby agrees to continue to operate the Corrections Division utilizing the Lake County Corrections Merit Board, and in accord with its Rules & Regulations, as modified, if at all, herein.

Section 4.2 The Employer shall retain the sole right and authority to operate and direct the affairs of the County and the Corrections Division of the Lake County Sheriff's Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Employer's right to determine its objectives and set standards and services offered to the public.

- A. To direct the work force.
- B. To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.

- C. To select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state and federal laws and the Lake County Corrections Merit Board Rules and Regulations, and this Agreement.
- D. To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this agreement.
- E. To relieve employees due to lack of work or for other legitimate reasons subject to the procedures set forth in the Lake County Corrections Merit Board Rules and Regulations.
- F. To lay off personnel due to financial conditions consistent with local, state and federal law.
- G. To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- H. To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
 - 1. The compensation of all correctional officers, and other employees; and
 - 2. The number of correctional officers and other employees.

Section 4.3 The Employer shall make available to the Union, upon its reasonable request, any information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

- A. The parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this agreement.
- B. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department General Orders, or revised Merit or Departmental Policies and Procedures Manuals, inclusive of all amendments once finalized and printed.

ARTICLE 5 - UNION MEMBERSHIP AND EMPLOYEE RIGHTS

Section 5.1 All employees have the right to become or not become members of the Lake County Correctional Officers Association, Local No. 11, affiliated with the

International Union of Police Associations, AFL-CIO, to participate or not participate in its activities, subject to the provisions of this Agreement.

Section 5.2 The Union shall have the right to solicit membership of all new employees who are subject to the terms of this Agreement and the Employer agrees not to interfere with the rights of new employees to join the Union.

Section 5.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit without interference, restraint or coercion, and shall respect the rights of all sworn merit personnel of the Lake County Sheriff's Department Corrections Division.

Section 5.4 In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Sheriff of Lake County and the County Council, the Union agrees to certify the names of representatives authorized to represent the Union officially, in writing, to the Sheriff and the Employer.

Section 5.5 The individual members of the Union shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

Section 5.6 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of its municipality and in providing for the safety of the employees in the bargaining unit.

Section 5.7 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment.

Section 5.8 The Employer shall notify the Union in advance of any major changes in personnel policies and shall meet periodically to discuss matters of mutual concern.

Section 5.9 It is mutually agreed that a safe and healthy work place is the desire to both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State

legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- C. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- D. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement.

ARTICLE 6 - UNION ACTIVITIES

Section 6.1 The Employer shall recognize six (6) representatives of the Union Wage and Benefit Committee for purposes of meeting with Management to discuss the administration of this Agreement. The Employer shall recognize six (6) representatives of the Union Grievance Committee for purposes of processing grievances. The Union shall certify to the Employer the names of the designated representatives of the Wage and Benefit Committee and of the Grievance Committee yearly, and whenever the Union replaces a member of either committee.

Section 6.2 Designated representatives of the Union shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering the Agreement, and to discuss and investigate grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the employee's regular working hours.

Section 6.3 The Union shall be afforded the right to utilize a bulletin board in a designated area at the Lake County Jail for the posting of Union notices and other Union materials. Such board shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the board. The board shall be provided at no cost to the Union. Nothing demeaning towards an officer or the Lake County Sheriff's Department Corrections Division shall be posted on this board.

Section 6.4 Delegates of the Union shall be allowed time off without loss of pay to attend four (4) Union State Board meetings throughout the year. Allowed time off shall coincide with the actual days of the Meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.5 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the bi-annual International Union of Police Associations Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each odd numbered year, or at such other times as said Conference is scheduled.

Section 6.6 Delegates of the Union shall be allowed time off, without loss of pay to attend any regional or local meetings associated with the AFL/CIO.

Section 6.7 Any Union member elected to a State and/or National Office in the International Union of Police Associations shall be granted time off with pay to perform such duties necessary for that officer.

Section 6.8 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the annual National Organization of Black law Enforcement Officers (NOBLE) Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays.

ARTICLE 7 - DUES DEDUCTION

Section 7.1 The Employer agrees to deduct monthly dues from the pay of each employee from whom its receives a signed authorization to do so, all amounts established by the Lake County Correctional Officers Association, Local No. 11, and the International Union of Police Associations, AFL-CIO, as regular dues.

Section 7.2 The Employer shall remit the amount of deductions accompanied by a list of employees that have authorized such deductions to the Treasurer of the Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, or as otherwise directed by the Treasurer.

Section 7.3 Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any funds received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

ARTICLE 8 - SALARIES

Section 8.1 Wages and monetary benefits shall be established by the Employer. The Employer's representatives shall meet with the Union's Wage and Benefit Committee to negotiate a schedule of wages and benefits to be recommended to the Employer. Such negotiations shall begin no later than June 1 of each year.

Section 8.2 The salaries of corrections officers has been established by ordinance action of the Employer Council. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties in the annual re-opener relating to wages and benefits or as otherwise mutually agreed.

Minimum Number	Position	Annual Salary	Bi-weekly Amt. / 26 paydays	Hourly
156	Corrections Officer	\$29,456.70	\$1,132.95	\$14.16
16	Sergeant	\$33,365.85	\$1,283.30	\$16.04
3	Lieutenant	\$34,921.95	\$1,343.15	\$16.79
3	Deputy Warden	\$36,272.2	\$1,395.09	\$17.44
1	Assistant Warden	\$37,863.00	\$1,456.27	\$18.20

Section 8.3 An increase in correctional officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.4 All employees shall be paid their base salary as set forth by ordinance.

ARTICLE 9 - PROFICIENCY PAY

Officers shall receive Proficiency Pay in amounts according to the below listed schedule.

Years of Service	Amount
1 to 4	\$ 0.00
5 to 14	\$ 700.00
15 to 19	\$ 800.00
20 to 32	\$ 1,000.00

**ARTICLE 10 - REGULAR WORK ASSIGNMENT, PAID
OVERTIME, COMPENSATORY TIME**

Section 10.1 Employees shall receive overtime for all time worked in excess of eight (8) hours per workday. When an employee is required to work overtime, such employee shall be paid for actual time worked at an hourly rate equal to one and one-half (1 ½) times the employee's regular rate of pay.

Section 10.2 Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for each hour of overtime worked.

Section 10.3 Overtime shall be paid as long as funding is available. If overtime funding is not available, compensatory time will be paid at one and one-half (1 ½) times the actual amount of hours worked.

Section 10.4 All compensatory time shall be taken at the discretion of the employee with the approval of the Sheriff or his designee, pursuant to regulations adopted to prevent undue hardship on the department.

Section 10.5 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable should the employee be re-assigned.

Section 10.6 No employee shall be moved from his rotation to cover compensatory time off for another employee.

Section 10.7 Any sick leave time taken (used) by an employee as a result of a line-of-duty injury or illness shall not be charged against this incentive.

Section 10.8 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.9 At termination or retirement, an employee can sell back to the Employer a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 10.10 The Employer will in no event use non Merit Corrections Personnel to do normal work of bargaining unit members.

Section 10.11 Employees shall be paid for any compensatory time they have accumulated through the end of the previous month on the second payday in each month, at one and one half times the employees then current rate of pay for every hour of overtime worked and not previously paid, unless the employee

elects to accumulate such compensatory time at the rate of one and one half hours of compensatory time for every hour of overtime worked but not paid, in order to schedule such compensatory time off at a later date. Each employee may elect to accumulate up to 60 hours of compensatory time in any one calendar year, but must schedule such compensatory time off work prior to the end of March of the following year, and if such time off is not or cannot be so scheduled, then the employee shall be paid for such accumulated compensatory time by the end of April in the year after such compensatory time has been accumulated. Though the employer may force an employee to accumulate a maximum of four hundred and eighty (480) hours of compensatory time, if such time is not scheduled off work in the year of its accumulation, such compensatory time must be paid at the employee's current rate of pay by the end of April in the year following its accumulation. It is the intent of this agreement that Correctional Officers be paid for the overtime they work or be allowed to schedule their compensatory time off within a reasonable time, to the extent possible, subject to the provisions of this section.

Section 10.12 The Employer has agreed to budget approximately \$889,145.00 to cover the overtime costs incurred in for Jail Operations for Correctional Officers for 2006. It is anticipated and intended that this amount should be sufficient to meet the needs of the Department, based on historical evidence and current staffing levels and Jail operational needs. When overtime funds are available to pay employees on their next regularly scheduled payday for overtime worked, it has been the experience in the Department that there are sufficient volunteers to meet the overtime needs of the Department, and it is not necessary to require forced overtime or to freeze employees over onto the next shift. Therefore, the parties agree that no correctional officer shall be written up or disciplined for refusing to be frozen over or for refusing to work overtime, if, at the time of such refusal, there are insufficient funds remaining in the overtime budget so that such work will not be compensated by overtime pay on the next payday, but will only be compensated by the accumulation of compensatory time to be paid for or taken at some time in the future.

ARTICLE 11 - HOLIDAYS

Section 11.1 The below listed holidays are recognized as holiday days for all employees covered by this contract.

- | | | |
|---------------|------------------------|------------------------|
| New Years Day | Martin Luther King Day | President's Day |
| Good Friday | Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day | Day after Thanksgiving |
| Columbus Day | Veterans Day | Christmas Day |
| Birthday | | |

Section 11.2 Employees working the calendar day of a designated holiday shall be paid time and one-half (1 1/2) for all hours worked on that day.

Section 11.3 Any recognized holidays falling on an officer's regularly scheduled day off or during a vacation period, the officer shall be granted the next scheduled working day off or a day within the next scheduled work week.

ARTICLE 12 - COURT TIME COMPENSATION

Section 12.1 Employees shall receive court-time pay or compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents arising in the course of his or her employment, whether such incidents are civil or criminal in nature.

Section 12.2 Employees shall receive a minimum of two (2) hours of compensation when appearing during off duty hours. Overtime shall begin from the time the employee leaves his residence to appear and continue in effect until such officer returns home or reports to his regularly scheduled duty assignment. For travel each way, a maximum of 35 minutes shall be paid.

Section 12.3 Court-time pay shall be paid at the employee's overtime rate of pay as either paid or compensatory time.

Section 12.4 All claims for court time compensation shall be submitted on a department overtime form.

ARTICLE 13 - BEREAVEMENT LEAVE

Section 13.1 In the event of death in an employee's immediate family, the employee shall be granted up to three (3) days of bereavement leave with pay.

For the purposes of this section, immediate family shall be defined as:

- | | | |
|--------------------------------|----------------------|----------------------|
| Spouse | Mother | Father |
| Sister | Brother | Child |
| Grandparent | Mother-in-Law | Father-in-Law |
| Step Children of Spouse | Guardian | Step-Parents |

Section 13.2 Additional bereavement leave may be granted at the discretion of the Sheriff or his/her designee.

ARTICLE 14 - LONGEVITY PAY

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Longevity Ordinance in effect.

Completed Years of service	Amount Per Year
5	\$ 220.00
10	\$ 320.00
15	\$ 440.00
20	\$ 620.00
25	\$ 920.00
30	\$ 1,220.00

ARTICLE 15 - DEPARTMENT SICK LEAVE

Section 15.1 Officers shall be allowed sick leave in two (2) categories identified as "Minor Illnesses" and "Major Illnesses". Sick leave shall be based on the following criteria and restrictions.

A. Sick Leave Minor Illness or Injury

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may carry over six unused sick/ personal days to be used only as sick leave. Employees may accumulate up to 30 days of such sick leave time in this manner. Employees shall not be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
 - a. 13th Day Docked one (1) day's pay.
 - b. 14th Day Three (3) day suspension without pay.

- c. 15th Day Five (5) day suspension without pay.
 - d. 16th Day Cause for dismissal.
4. Excessive absenteeism in consecutive years may result in additional disciplinary action.
- B. Major Illness or Injury**
- 1. A serious health condition (illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
 - 2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this agreement.
 - 3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the employer during the previous 12 month period.
 - 4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.
 - 5. Any request for paid leave due to an employee's serious health condition must be supported by a certification issued by the eligible employee's health care provider which complies with the provisions of the FMLA, and includes the date on which such serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and a statement that the employee is unable to perform the functions of the position of the employee. Such certification must be submitted to the Deputy Warden of

Personnel after five (5) consecutive days of absence, and such certification must be updated every 15 days, or more often, upon request of the Deputy Warden of Personnel.

6. For Major Illness or Injury incurred in the line of duty the employee is allowed up to one (1) year of sick leave with pay, subject to certification as provided above, and if justified by the extent of the illness or injury.
7. For Major Illness or Injury not incurred in the line of duty, at the expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability, and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriff's sole discretion, subject to approval of the Merit Board.
8. The employee shall give written notification of intent to return to work at least ten (10) days prior to the leave expiration date, if reasonably possible. Failure to submit an intent to return to work, and/or failure to return on the specified date, will cause the officer to be considered as a voluntary resignation.
9. Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
10. Temporary modified light-duty shall be available to those officers returning from sick leave under doctor's orders. Officers must, however, return to full duty thirty (30) days thereafter, or apply for disability pension, unless such Employee is eligible for additional FMLA leave.
11. Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.

12. Employees on sick leave, who have any remaining vacation at the end of a calendar year, shall be deemed on vacation. Exceptions may be granted at the discretion of the Sheriff.
13. The Employer may disallow pay if the reported illness or injury proves to be feigned, simulated or in violation of the Departments Rules and Regulations.
14. If the employer has reason to doubt the validity of the certification provided, the employer may require the employee to obtain the opinion of a second health care provider, at the employer's expense, and pursuant to the provisions of the FMLA.

ARTICLE 16 - HOURS OF EMPLOYMENT

Section 16.1 All employees covered by the provisions of this contract shall report for and work any schedule that is found to be mutually accepted by both the Employer and the Union. Said schedule shall comply with all state and federal labor standards.

Section 16.2 The basic workweek for correctional officers working in the Lake County Jail Corrections Division, shall consist of a "four-days-on-two-days-off" (4-2) schedule.

- (a) The A & B Turns shall alternate every two weeks. Each turn will be scheduled to work two weeks on days, from 7:00 a.m. to 3:00 p.m., followed by two weeks on afternoons from 3:00 p.m. to 11:00 p.m.
- (b) The C Turn, shall be a permanent "midnight" shift which is scheduled to work from 11:00 p.m. to 7:00 a.m. C Turn shall be comprised of volunteers, to the extent possible, with the correctional officer with the greatest seniority to fill the positions on a volunteer basis, and reverse seniority used to fill any positions not filled by volunteers.

Section 16.3 The basic workweek for employees working in an administrative or support staff position shall consist of five (5) days on duty and two (2) days off (5-2) schedule. These positions include records, classification, commissary, clothing, front desk, court security, transportation, and utility officers (movement, law library), as well as training officers, and youth education officers.

Section 16.4 The Sheriff and/or Chief of Police shall determine which officers are assigned to administrative or support staff positions, however any such openings

and new administrative and support staff positions shall be filled in accord with Article 32, the Job Posting provisions of this Agreement.

- (a) Correctional Officers removed from support staff positions shall have the option to return to the position they held prior to their assignment to a support staff position.

ARTICLE 17 - UNIFORM ALLOWANCE

Section 17.1 The Employer shall provide the initial issue of uniforms and equipment as determined by the Sheriff.

Section 17.2 In addition to any other item of compensation, the Employer shall provide a Uniform Allowance of seven hundred dollars (\$700.00). The Uniform Allowance will be paid in two (2) equal bi-annual increments of three hundred fifty dollars (\$350.00) in June and November of each year.

Section 17.3 An employee must be actively employed with the Corrections Division on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the department.

Section 17.4 The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 17.5 Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Sheriff.

Section 17.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Lake County Sheriff's Department Corrections Division Rules and Regulations.

Section 17.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstance.

Section 17.8 Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Department's Rules and Regulations.

Section 17.9 All uniforms and equipment issued to officers shall remain the property of the Employer (initial issue) and shall be returned to the Employer upon

the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 18 - HEALTH AND LIFE INSURANCE

Section 18.1 The Employer agrees to maintain a group health insurance plan comparable to the current coverage, which consists of four (4) parts.

- A. Medical and Hospitalization
- B. Vision coverage
- C. Dental coverage
- D. Prescription coverage

Section 18.2 The employer shall be entitled to cancel current plans and to select a different plan, which provides employee's reasonably equivalent benefits, coverage and premiums.

Section 18.3 Benefits and monthly premiums are subject to change by county Ordinance or by a health and life insurance carrier selected for County employees by the employer. All changes shall apply to all County employees and be implemented only after sixty (60) day notice has been given to the parties.

Section 18.4 Retired employees shall be entitled to the same medical coverage as active employees covered by the County plan. The monthly premium shall be as specified in County Ordinance 992C-4 Section 32.167.

Section 18.5 The employer shall maintain for each active employee a life insurance policy providing for coverage equal to the employees yearly salary.

ARTICLE 19 - VACATION

Section 19.1 Each employee shall be eligible for vacation time with pay based on length of continuous service with the County and in accordance with the following schedule:

Years of Continuous Service	Number of Weeks
After six (6) months service	1
After twelve (12) months service, in Year Two, through Year Three	2
Year four (4), through nine (9) years	3

Year ten (10), through fourteen (14) years	4
Year fifteen (15), through nineteen (19) years	5
Year twenty (20), through twenty-four (24) years	6
Year twenty-five (25), through twenty-nine (29) years	7
Year thirty (30), and after	8

Section 19.2 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 19.3 As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 19.4 A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the new year shall be posted on or before January 1.

Section 19.5 Vacation changes must be submitted in writing and approved by the Sheriff or his/her designee.

Section 19.6 Vacation time must be used during the calendar year in which it is credited unless approved by the Sheriff or his/her designee.

Section 19.7 First, Rank, and then Department Seniority shall prevail over all other considerations for vacation selections. In situations involving employees with equal seniority, preference shall be given to the employee who has made his or her request properly and first.

Section 19.8 Employees shall begin their vacation as of the start of their regularly scheduled workweek.

Section 19.9 The Employer will endeavor to grant all requests for vacation whenever such requests are in accordance with this Agreement and such Administrative Rules and Regulations which have been or may be adopted to implement this Agreement. However, the Employer reserves the right to deny any and all requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain minimum staffing levels.

Section 19.10 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any unused vacation in the year of termination.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 20.1 The term "grievance" is defined to mean any difference that may arise between the Employer and an employee or employees covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

Section 20.2 The "aggrieved" is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 20.3 Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 20.4 The aggrieved party may present his or her grievance at grievance meetings and hearings on the employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 20.5 Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 20.6 The Union and the Employer shall establish a mutually agreed upon form for the submission of grievances.

A. All grievances beyond the informal step shall be reduced to writing in an agreed upon form.

Section 20.7 This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 20.8 This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 20.9 The time limitations provided in this article may be extended by mutual agreement between the Employer and the Union.

Section 20.10 The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If in the opinion of the Union representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the Union representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the Union representative shall discuss the alleged grievance with the officer's immediate supervisor.

The Supervisor shall investigate the grievance and schedule an informal meeting with the Employee and his or her Union representative within seven (7) calendar days of the date of the notice by the Employee. The Supervisor and the Employee, along with the Union representative, will discuss the issues in dispute with the objective of resolving the matter informally.

If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the Union to present the grievance in writing within thirty (30) calendar days after it arises to the employee(s)' Turn Commander.

Step 2: Turn Commander

If the grievance is not resolved after a period of ten (10) calendar days after being presented to the Turn Commander, the matter may be submitted to the Sheriff/Chief of Police/Warden.

Step 3: Sheriff/Chief of Police/Warden

If the aggrieved party initiating the grievance is not satisfied with the meeting at Step 2, a written appeal of the decision may be filed with the Sheriff or Chief of Police or Warden within twenty-one (21) days after the date of the rendering of the decision in Step 2. The Sheriff or Chief of Police or Warden shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his or her Union representative, if he or she requests one. The Sheriff or Chief of Police or Warden shall issue a written decision to the

Employee with a copy to the Union representative, within ten (10) days after the date of the meeting. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such grievance hearing.

Step 4: Arbitration

If the Union and the aggrieved party are not satisfied with the decision at Step 3, the Union may proceed to arbitration by the Union sending written notice of a demand for arbitration to the Employer. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such arbitration hearing.

- A. If within fourteen (14) calendar days after receipt of a demand for arbitration, the Employer or designee and a representative of the Union are unable to agree upon an arbitrator, the Union shall request from the Federal Mediation and Conciliation service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- C. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The arbitrator's fees and necessary expenses of arbitration shall be borne equally by both parties. All other expenses shall be borne by the party incurring them.
- F. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.
- G. The arbitrator's recommendation shall be final and binding on the Employer, the Union and the employee or employees.

ARTICLE 21 - RULES AND REGULATIONS

Section 21.1 The Union agrees that its member shall comply with all Sheriff's Department Corrections Division policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Corrections Merit Board.

Section 21.2 The Employer agrees department policies; rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure. Any conflict shall be resolved in favor of the terms of this Agreement.

Section 21.3 The Sheriff shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Sheriff and/or by the Lake County Corrections Merit Board.

Section 21.4 Except as modified herein, the benefits for corrections officers and the other policies contained in the Merit Board Rules and Regulations, as they exist on the date of this agreement, shall apply. Any future proposed change, addition or amendment to the current Rules and Regulations is subject to the approval of the Union prior to implementation. The current Merit Board Rules & Regulations are attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 21.5 Hiring and Merit Board Rules - The Employer shall have the right to employ whomsoever it determines is most qualified for available positions, from a rank ordered eligibility list based on merit. To the extent that there is no conflict with this provision and the provision below on Political Activity, the Merit Board Rules and Regulations as they currently exist or as they are amended, as specified above, shall apply to govern all hiring and promotions decisions of the Employer.

Section 21.6 Political Activity - It is the intent of the parties that the hiring, promotion, assignment, supervision, discipline and discharge of corrections officers, as well as the application of policies and procedures, shall be carried out without regard to political affiliation or influence. It is agreed that the Employer, including the County, its Commissioners, the Department, the Sheriff, and any person or entity which can or does affect the employment practices of the Employer (including supervisors), with respect to any decision or action relating to hiring, promotion, discipline, discharge, assignment, or any other job related decision or action, will not discriminate against prospective employee's or employee's based on political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial

contribution, or the lack of any of the above. Nor may hiring, promotion discipline, discharge, assignment, or other job decisions or actions be based upon, conditioned upon, or affected by the prospective employee's or the employee's political sponsorship or recommendation. In addition:

- A. Employees shall not be required to contribute money to, purchase or sell tickets for, campaign for or against, endorse or work for or against any political organization or candidate. However, nothing herein shall prohibit employees from voluntarily engaging in any such conduct; and
- B. Employees will not engage in any type of political activity while on duty or in uniform.

ARTICLE 22 - DUTIES OF CORRECTIONS OFFICERS

Section 22.1 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Sheriff, Chief of Police and/or Warden may request specific help be provided by an employee.

Section 22.2 The Union agrees and recognizes that each officer is an employee of the County of Lake and must conduct himself/herself in such a fashion to properly portray Lake County, the Lake County Sheriff's Department Corrections Division and this agreement.

ARTICLE 23 - PAY DAYS

Section 23.1 All corrections officers shall be paid as set forth by ordinance.

Section 23.2 An annual schedule of pay days shall be posted on the Union bulletin board before the first payday of each calendar year.

Section 23.3 The Employer shall disburse all other pay as follows:

- A. The \$700.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$350.00 each. One (1) in June and one (1) in November of each year.

- B. Overtime shall be paid on the payday for the pay period in which the overtime was earned.
- C. Longevity shall be paid in accordance with formula established by the Employer.

Section 23.4 Errors made in an employee's pay shall be corrected on the next pay period or as soon as practicable after the error has been discovered.

ARTICLE 24 - LEAVES OF ABSENCE WITHOUT PAY

Section 24.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth in I.C. 36-8-5-2.

ARTICLE 25 - LABOR MANAGEMENT SAFETY COMMITTEE (RESERVED)

ARTICLE 26 - SENIORITY, LAYOFF AND RECALL

Section 26.1 Seniority shall be defined as the status attained by continuous length of service as a sworn corrections officer with the Lake County Sheriff's Department.

Section 26.2 The Employer shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Union during January of each year.

Section 26.3 A "lay off" is defined to be a necessary reduction in work force of the Corrections Division of the Lake County Sheriff's Department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 26.4 A "recall" shall be an increase in the work force of the Corrections Division of the Lake County Sheriff's Department following a lay-off. Recall shall be made by seniority in accordance with Indiana law. The employee to be recalled first shall have the most seniority and the employee with the least seniority being the last individual to be recalled. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by certified mail, return receipt.

Section 26.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 26.6 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Section 26.7 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 27 - PERSONNEL FILES

Section 27.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of the Lake County Sheriff's Department Corrections Division employee's employment history with the Employer.

Section 27.2 The Sheriff shall prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to an employee. All request for personnel file and review will be in writing and added to the employees file.

Section 27.3 It shall be the responsibility of each employee to provide the Sheriff or his/her designee copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

Section 27.4 No documents will be added to this file without a reference to and a copy of the document forwarded to the employee who is the subject of said file.

Section 27.5 No persons other than the members of the Lake County Corrections Merit Board, the Sheriff, or his/her designee, shall read, or view an employee's personnel file except as provided by the state statute.

Section 27.6 Every employee shall be permitted to review and make copies of their personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the Employer will require notice to the employee by the employer.

Section 27.7 If an employee is involved in a dispute regarding matters in his or her personnel file that may be material, a Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

Section 27.8 If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents, ~~the employee may write~~

a memorandum to the Sheriff, or his/her designee, explaining the alleged inaccuracy. Upon investigation, the Sheriff or his/her designee shall do one of the following:

- A. The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- B. The employee's memorandum shall be attached to the material in question and filed with it.

Section 27.9 Any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Sheriff, or his/her designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Sheriff or his/her designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section 27.10 The parties agree to strictly adhere to the requirements of the Indiana Privacy Act in regard to the disclosure of information from employee's personnel files.

Section 27.11 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of verbal written and written reprimands from a personnel file:

- A. Disciplinary issues shall be removed from the employees file after one year if;
 - 1 The employee has no further disciplinary reports placed in his or her personnel file.
 - 2 The employee submits a written request to the Sheriff or his/her designee to have such actions removed.

ARTICLE 28 - STRIKE PROHIBITION, NO LOCKOUT

Section 28.1 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Lake County, Indiana and therefore the Union agrees that neither it, its officers, agents, representatives or

members will authorize or instigate, cause, aid, condone, refuse to cross picket lines, or participate in any strike, or work stoppage by its members or other employees of the Employer for the duration of the Agreement.

Section 28.2 The Employer agrees that it, its officers, agents or representatives, individually or collectively, will not order, authorize, institute, cause, aid or condone any lockout of members of the Union.

ARTICLE 29 - SEVERANCE PAY

Section 29.1 Employees terminating employment with at least (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested and earned vacation.
- B. Paid for any compensatory time up to a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.2 Employees terminating or retiring with less than (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.3 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

Section 29.4 In the case of death, payment shall be paid to the employee's beneficiary or their estate.

ARTICLE 30 - PROFESSIONAL STANDARDS

Section 30.1 Nothing in this agreement shall negate in any way the obligation of the Union or its membership to bring to the attention of the Sheriff anything that negates, or tends to negate, the professional image of the Lake County Sheriff's Department Corrections Division and its membership.

ARTICLE 31 - CONFORMITY TO LAW

Section 31.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions of this agreement.

Section 31.2 In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision.

ARTICLE 32 - JOB POSTING & BIDDING

Section 32.1 All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and positions which become open in: records, classification, commissary, clothing, front desk, court security, transportation, booking, and utility officers (movement, law library), as well as training officers, and youth education officers. A job description for each such position, including duties, and job related qualifications, skills, experience, and past performance requirements shall be drafted by the Employer, subject to the approval of the Union Wage & Benefit Committee, prior to any such posting, and shall remain in effect until changed by mutual agreement of the parties. Posting shall be in all control rooms and on the first floor bulletin board. Any officer wishing to apply for a posted job will comply with the following procedures.

1. File a written application for the job assignment with the Sheriff's office on an agreed upon form supplied by Employer.
2. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
3. In order to maintain the integrity of the jail, no officer may be moved from their respective turn into a specialty position until that officer's replacement is placed on the schedule.

4. **During the thirty (30) day period after an Employee begins such a new job assignment, the Employee may elect to return to their former assignment, and thereafter, the Employer may return such an employee to their former assignment, if the Employer determines that the Employee is unable to perform the new assignment satisfactorily.**

Signature page follows:

SIGNATURE PAGE

The Lake County Correctional Officers Association, Local No. 11, AFL-CIO, and the County of Lake, by and through their duly authorized representatives, intending to be legally bound, now sign this agreement this 15 day of February 2006.

LAKE COUNTY

By: *Larry Blanchard*
 Larry Blanchard, Lake County Council

By: *Christine Cid*
 Christine Cid, Lake County Council

By: *Elsie Franklin*
 Elsie Franklin, Lake County Council

By: *Thomas O'Donnell*
 Thomas O'Donnell, Lake County Council

By: _____
 Donald Potrebic, Lake County Council

By: *Ron Tabaczynski*
 Ron Tabaczynski, Lake County Council

By: *Will A. Smith, Jr.*
 Will A. Smith, Jr., President, Lake County Council

LAKE COUNTY SHERIFF

By: _____
Rogelio Dominguez Sheriff

UNION

By: *Nikki Byrd*
 Nikki Byrd, President

By: _____
 Carolyn Short, Vice President

By: *Robert Rohzon*
 Robert Rohzon, Treasurer

By: *Lucille Osborn*
 Lucille Osborn, Secretary

By: *Gretchen Holley*
 Gretchen Holley, Trustee

By: *Linda Riley*
 Linda Riley, Trustee

LAKE COUNTY COMMISSIONERS

By: _____
 Rudolph Clay, Lake County Commissioner

By: *Francis DuPey*
Francis DuPey, Lake County Commissioner

By: *Gerry J. Scheub*
Gerry J. Scheub, President, Lake County Commissioner

[H:\...#2006 LCCA CBA Agreement 1-31-06.wpd]

Order#36 – Agenda #31

In the Matter of L.C. Juvenile Center – Doctor Employment Contract with Midwest Integrated Health Systems/Aaron Johns, M.D. for the year 2006 in an amount not to exceed \$23,793.00 at the rate of \$5,948.25 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Doctor Employment Contract between L.C. Juvenile Center and Midwest Integrated Health Systems/Aaron Johns, M.D. for the year 2006 in an amount not to exceed \$23,793.00 at the rate of \$5,948.25 per quarter. Motion passed 3-0.

CONTRACT

This contract is entered into 15th day of February, 2006 by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, hereinafter referred to as Board, and Midwest Integrated Health System/Aaron Johns, M.D.

FOR AND IN consideration of the promises and covenants contained herein, the parties hereto mutually agree as follows:

1. **TERM.**

The term of this Contract is from January 1, 2006 to and including December 31, 2006 unless terminated earlier in accordance with provisions of paragraph "10".

2. **EMPLOYMENT**

- A. The Board hereby employs and agrees to pay Physician, and Physician hereby agrees to serve and function in the capacity of Physician for Lake county Juvenile Center, hereinafter referred to as Center, 3000 West 93rd Avenue, Crown Point, Indiana in accordance with the terms of this agreement.
- B. The Physician shall be in attendance at the Center on one morning each week to render whatever medical services to residents that are required or otherwise indicated under this contract.

3. **SALARY**

- A. The Board shall pay Physician the sum of twenty-three thousand seven hundred ninety-three dollars (\$23,793.00) for services as Physician for the Center.
- B. The Board shall pay Physician five thousand nine hundred forty-eight dollars and twenty-five cents (\$5,948.25) per quarter upon submission of the appropriate forms as required by the State Board of Accounts.

4. **SERVICES OF PHYSICIAN**

Physician agrees to:

- A. Report to the Superintendent of the Lake County Juvenile Center for operational purposes.
- B. Examine, treat and issue all standing medical orders for persons residing in the Center.
- C. Determine the type of equipment and supplies necessary at the Center for proper treatment and for emergencies.
- D. Meet with Superintendent for recorded quarterly updates about health services in the Center.
- E. Supervise the general health environment of the Center and make recommendations to Superintendent when unsatisfactory conditions are observed.

5. **SPECIAL PROVISIONS**

The Board and Superintendent of the Center in accordance with the respective statutory responsibilities agree that the medical care program for residents in the Center will be operated by the Superintendent and the Board in accordance with their respective statutory responsibilities such that the services of the Physician will be effectively and efficiently delivered by:

- A. The implementation policies which assure high quality medical care.
- B. The provisions of adequate equipment to include replacing obsolete equipment with equipment of similar character and utility supplies, secretarial assistance as needed, and office space in the Center. Basic equipment shall include those materials which the Physician deems necessary to provide adequate medical services.
- C. The provisions of appropriate, clean space for medical examinations of residents.
- D. The provisions of space for the confidential storage of medical records, separate from confinement records.
- E. The implementation of no regulation of the Center which shall involve the Physician in any aspect of the custodial and/or any disciplinary process which is not related to genuine medical concerns, or which would unduly restrict or compromise the medical judgment of the Physician.

6. **PRACTICE OF MEDICINE**

Nothing in this contract shall prevent Physician from engaging in any medical practice apart from the provisions of services under the contract.

7. **STANDARD OF CARE**

Physician shall perform the services required by this contract in accordance with generally acceptable medical care standards. Physician shall not be liable for any act of commission or omission in the performance of the services under this contract, if such services are performed with reasonable care and in accordance with acceptable standards of medical profession.

8. **AMENDMENT**

This agreement may be amended only by the execution of a written document covering new provisions.

9. **AFFIRMATIVE ACTION**

The Physician agrees by the execution of this agreement that in regards to its operations:

Order#36 – Agenda #31 (Cont'd)

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.

10. **TERMINATION**

Termination of Agreement. Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

11. **SOURCE OF FUNDS**

The sources of funds for the payment of the services rendered by Physician under this employment contract are those funds within the budget for the operation of the Center under Line Item #001-420000-423120.

12. **CONDITION**

This contract is subject to the availability and appropriation of funds for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners of required. This contract is effective the day and date first indicated above.

13. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

ALL OF WHICH is understood and agreed to the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

MIDWEST INTEGRATED HEALTH SYSTEMS
P.O. BOX 4446
GARY, IN 46404
(219) 944-3522
(219) 977-8514 FAX

AARON JOHNS, M.D.

ATTESTED:
PEGGY KATONA
LAKE COUNTY AUDITOR

ADD Order#37 – Agenda #31A

In the Matter of L.C. Juvenile Center – Seek Proposals for Food, Bread, and Dairy Products for the second quarter, 2006.

Scheub made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Juvenile Center for Food, Bread, and Dairy Products for the Second Quarter, 2006 from the following vendors, and ordered same to be returned by Wednesday, March 15, 2006 by 9:30 a.m. Motion passed 3-0.

Food Products:		
Shop Rite Foods, Inc.	Gordon Food Service	Sysco Food Services
Bread Products:		
Kreamo Bakers	Interstate Brands	Sara Lee Baking
Dairy Products:		
Pleasant View Dairy Corp.	Dairy Farms, Inc.	Clovercrest Dairy

Order#38 – Agenda #32

In the Matter of L.C. Juvenile Court – Consulting Contract with Jeffrey Schlesinger for Attorney Services for the year 2006 in an amount not to exceed \$2,500.00 per appeal.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Juvenile Court and Jeffrey Schlesinger for Attorney Services for the year 2006 in an amount not to exceed \$2,500.00 per appeal. Motion passed 3-0.

CONSULTING CONTRACT

Order#38 – Agenda #32 (Cont'd)

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JEFFREY SCHLESINGER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY JUVENILE COURT – APPEAL CASES

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Two thousand Five Hundred Dollars (\$2,500.00) per appeal for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Juvenile Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

Order#38 – Agenda #32 (Cont'd)

- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

JEFFREY SCHLESINGER
ONE PROFESSIONAL CENTER
SUITE 306
CROWN POINT, IN 46307

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
JEFFREY SCHLESINGER

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#39 – Agenda #33

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Edgewater Systems for Balanced Living for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week.

Scheub made a motion, seconded by DuPey, to approve the Aftercare Service Provider Contract between the L.C. Community Corrections and Edgewater Systems for Balanced Living for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week. Motion passed 3-0.

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Edgewater Systems for Balanced Living, (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and the Aftercare Service Provider hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community
 - Minimum Services – The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provider may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but no additional charge(s) to Lake County.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the County for weekly aftercare group(s), the Aftercare Service Provider may utilize and bill the client's insurance benefits, the Hoosier Assurance Plan, or other third party payers for services provided.
 - The Aftercare Service Provider agrees to provide weekly aftercare group(s) for each client for (thirty-Nine) 39 weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the County will pay Aftercare Service Provider for contacted services.
 - The Aftercare Service Provider may when deemed necessary, provide client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to Aftercare Service Provider for payment of said services. Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.
 - It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other party payors for payment of additional addiction, mental health, psychological, and psychiatric services beyond the weekly aftercare group(s).
 - The County assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client's discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum from Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indications of difficulty, criminal behavior, recidivism, or relapse.
3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed Four Hundred Dollars (\$400.00) per client per quarter. The County will pay Aftercare Service Provider a designated "Weekly Aftercare Group Fee" of (Thirty-Five dollars and zero cents) \$35.00, for each client attending the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the County.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.

Order#39 – Agenda #33 (Cont'd)

7. **Accomplishment of Project.** The shall Aftercare Service Provider commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Aftercare Service Provider.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** Aftercare Service Provider represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Aftercare Service Provider or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Aftercare Service Provider may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and Aftercare Service Provider's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Lake County Community Corrections
Budget Office
2600 W. 93rd Avenue
Crown Point, In 46307
(219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB

PROVIDER
Aftercare Service Provider

Order#39 – Agenda #33 (Cont'd).

FRANCES DUPEY

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#40 – Agenda#34

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Southlake Center for Mental Health for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week.

Scheub made a motion, seconded by DuPey, to approve the Aftercare Service Provider Contract between the L.C. Community Corrections and Southlake Center for Mental Health for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week. Motion passed 3-0.

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Southlake Center for Mental Health, (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and the Aftercare Service Provider hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community
 - Minimum Services – The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provider may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but no additional charge(s) to Lake County.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the County for weekly aftercare group(s), the Aftercare Service Provider may utilize and bill the client's insurance benefits, the Hoosier Assurance Plan, or other third party payers for services provided.
 - The Aftercare Service Provider agrees to provide weekly aftercare group(s) for each client for (thirty-Nine) 39 weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the County will pay Aftercare Service Provider for contacted services.
 - The Aftercare Service Provider may when deemed necessary, provide client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to Aftercare Service Provider for payment of said services. Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.
 - It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other party payors for payment of additional addiction, mental health, psychological, and psychiatric services beyond the weekly aftercare group(s).
 - The County assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client's discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum from Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indications of difficulty, criminal behavior, recidivism, or relapse.
3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed Four Hundred Dollars (\$400.00) per client per quarter. The County will pay Aftercare Service Provider a designated "Weekly Aftercare Group Fee" of (Thirty-Five dollars and zero cents) \$35.00, for each client attending the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the County.

Order#40 – Agenda#34 (Cont'd)

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The shall Aftercare Service Provider commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Aftercare Service Provider.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** Aftercare Service Provider represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Aftercare Service Provider or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Aftercare Service Provider may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and Aftercare Service Provider's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Order#40 – Agenda#34 (Cont'd)

Crown Point, In 46307
(219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

PROVIDER
Southlake Center for Mental Health, Inc.
Aftercare Service Provider

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#41 – Agenda #35

In the Matter of L.C. Community Corrections – Aftercare Service Provider Contract with Tri-City Comprehensive Mental Center, Inc. for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week.

Scheub made a motion, seconded by DuPey, to approve the Aftercare Service Provider Contract between the L.C. Community Corrections and Tri-City Comprehensive Mental Center for the year 2006 in an amount not to exceed \$400.00 per client per quarter at the rate of \$35.00 per client per week. Motion passed 3-0.

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Tri-City Comprehensive Mental Center, (hereinafter called "Aftercare Service Provider") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Aftercare Service Provider.** The County agrees to engage the Aftercare Service Provider and the Aftercare Service Provider hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community
 - Minimum Services – The Aftercare Service Provider will provide at no charge to the client, once weekly aftercare group sessions. The Aftercare Service Provider may, when determined to be appropriate, provide client(s) with additional aftercare group sessions, but no additional charge(s) to Lake County.
 - Aftercare Service Provider will not directly bill or refuse any client for weekly aftercare group(s). Beyond payment by the County for weekly aftercare group(s), the Aftercare Service Provider may utilize and bill the client's insurance benefits, the Hoosier Assurance Plan, or other third party payers for services provided.
 - The Aftercare Service Provider agrees to provide weekly aftercare group(s) for each client for (thirty-Nine) 39 weeks. Monthly, upon receipt of monthly client attendance statistics and invoice, the County will pay Aftercare Service Provider for contacted services.
 - The Aftercare Service Provider may when deemed necessary, provide client(s) with additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s), as clinically necessary and with the client's consent.
 - Clients who receive additional addiction, mental health, psychological, and psychiatric services beyond the contracted weekly aftercare group(s) will be financially responsible to Aftercare Service Provider for payment of said services. Aftercare Service Provider will charge client(s) their usual and customary fees for said services. Clients will be offered usual and customary fee discount(s) based on household composition and documentation of income level.
 - It is incumbent upon Aftercare Service Provider to utilize and bill the patient's insurance benefits, the Hoosier Insurance Plan, or other party payors for payment of additional addiction, mental health, psychological, and psychiatric services beyond the weekly aftercare group(s).
 - The County assumes no financial responsibility or obligation to pay for additional addiction, mental health, psychological, and psychiatric services provided beyond the contracted weekly aftercare group(s) provided to clients.
 - Forensic Diversion Program will notify Aftercare Service Provider 14 days prior to client's discharge. Aftercare Service Provider will meet with client one week prior to discharge at Forensic Diversion Program to obtain intake information.
 - The Aftercare Service Provider will utilize and be trained in "A New Direction" curriculum from Hazelden Foundation, and provide cognitive behavioral therapy that supports this modality.
 - The Aftercare Service Provider will assure aftercare services begin within 72 hours of release from Lake County Community Corrections facility.
 - Forensic Diversion Program will provide a discharge treatment summary with recommendations for Aftercare services to the Aftercare Service Provider one week prior to scheduled release date of client.
 - The Aftercare Service Provider will report monthly on each client's attendance and progress to Lake County Community Corrections and Forensic Diversion Program. All missed and unexcused client absences from the weekly aftercare group(s) will be reported within twenty-four (24) hours to Lake County Community Corrections and the Forensic Diversion Program.
 - The Aftercare Service Provider will report to Lake Community Corrections and Forensic Diversion Program within twenty-four (24) hours, the occurrence of individual clients who are verbalizing or displaying indications of difficulty, criminal behavior, recidivism, or relapse.

Order#41 – Agenda #35 (Cont'd)

3. **Time of Performance.** The services to be performed hereunder by the Aftercare Service Provider shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Aftercare Service Provider a sum not to exceed Four Hundred Dollars (\$400.00) per client per quarter. The County will pay Aftercare Service Provider a designated "Weekly Aftercare Group Fee" of (Thirty-Five dollars and zero cents) \$35.00, for each client attending the minimum requirement of one aftercare group per week. It is agreed that the Aftercare Service Provider may provide additional weekly aftercare groups beyond the minimum once weekly aftercare group, however the Aftercare Service Provider will receive no further compensation from the County.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Aftercare Service Provider to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Aftercare Service Provider, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Aftercare Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Aftercare Service Provider of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The shall Aftercare Service Provider commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Aftercare Service Provider.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Aftercare Service Provider constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** Aftercare Service Provider represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Aftercare Service Provider or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Aftercare Service Provider agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Aftercare Service Provider and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Aftercare Service Provider may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

Order#41 – Agenda #35 (Cont'd)

- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Aftercare Service Provider and Aftercare Service Provider's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Aftercare Service Provider.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Lake County Community Corrections
Budget Office
2600 W. 93rd Avenue
Crown Point, In 46307
(219/755-3849)

IN WITNESS WHEREOF, the County and the Aftercare Service Provider have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

PROVIDER
Tri-City Comprehensive Mental Center.
Aftercare Service Provider

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#42 – Agenda #36

In the Matter of L.C. Community Corrections – Positive Impact Group Leader Contract with Mark Murphy for the year 2006 in an amount not to exceed \$5,200.00 at the rate of \$19.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Positive Impact Group Leader Contract between the L.C. Community Corrections and Mark Murphy for the year 2006 in an amount not to exceed \$5,200.00 at the rate of \$19.00 per hour. Motion passed 3-0.

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Mark Murphy, (hereinafter called "Group Leader") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Group Leader.** The County agrees to engage the Group Leader and the Group Leader hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake County Community Corrections has established, with an approved grant funding from the Partnership for a Drug Free Lake County, Positive Impact (aftercare program).
 - Group Leader will conduct one 2-3 hour meeting per week.
 - Group Leader must only follow the Trans-Theoretical Model that incorporates proven strategies for positive lifestyle changes. Participants are given a constant message that positive change is possible, but they are responsible for making it happen.
 - Group Leader will immediately report to Lake County Community Corrections any participant conduct that is detrimental to the group.
 - Group Leader will notify Community Correction officials of any changes in the approved meeting schedule.
 - Group Leader will be required to conduct these meetings outside of their normally scheduled work hours and will maintain a separate record of his/her time.
 - Group Leader will be compensated at \$19.00 per hour and should not exceed \$5,200 per year.
 - A. Group Leader shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Group Leader met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Group Leader shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Group Leader a sum of \$19.00 dollars per hour for all services required herein. Group Leader agrees to complete the project and all services provided herein.
 - A. Compensation shall be made monthly, after supervisor's signature of approval has been affixed to time sheet.

Order#42 – Agenda #36 (Cont'd)

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Group Leader to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Group Leader, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Group Leader shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Group Leader of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The shall Group Leader commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Group Leader.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Group Leader constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** Group Leader represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Group Leader or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Group Leader agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Group Leader and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Group Leader may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Group Leader and Group Leader's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Group Leader.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Order#42 – Agenda #36 (Cont'd)

IN WITNESS WHEREOF, the County and the Group Leader have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

PROVIDER
Mark Murphy

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#43 – Agenda #37

In the Matter of L.C. Community Corrections – Positive Impact Group Leader Contract with Richard Servi for the year 2006 in an amount not to exceed \$5,200.00 at the rate of \$19.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Positive Impact Group Leader Contract between the L.C. Community Corrections and Richard Servi for the year 2006 in an amount not to exceed \$5,200.00 at the rate of \$19.00 per hour. Motion passed 3-0.

AFTERCARE SERVICE PROVIDER CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Richard Servi, (hereinafter called "Group Leader") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Group Leader.** The County agrees to engage the Group Leader and the Group Leader hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake County Community Corrections has established, with an approved grant funding from the Partnership for a Drug Free Lake County, Positive Impact (aftercare program).
 - Group Leader will conduct one 2-3 hour meeting per week.
 - Group Leader must only follow the Trans-Theoretical Model that incorporates proven strategies for positive lifestyle changes. Participants are given a constant message that positive change is possible, but they are responsible for making it happen.
 - Group Leader will immediately report to Lake County Community Corrections any participant conduct that is detrimental to the group.
 - Group Leader will notify Community Correction officials of any changes in the approved meeting schedule.
 - Group Leader will be required to conduct these meetings outside of their normally scheduled work hours and will maintain a separate record of his/her time.
 - Group Leader will be compensated at \$19.00 per hour and should not exceed \$5,200 per year.
 - A. Group Leader shall include the following detailed information on invoices:
 - v. Indicate date of service.
 - vi. Specify activities in detail to include with whom Group Leader met and what project activities were performed.
 - vii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - viii. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Group Leader shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Group Leader a sum of \$19.00 dollars per hour for all services required herein. Group Leader agrees to complete the project and all services provided herein.
 - A. Compensation shall be made monthly, after supervisor's signature of approval has been affixed to time sheet.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Group Leader to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Group Leader, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Group Leader shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Group Leader of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The shall Group Leader commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

Order#43 – Agenda #37 (Cont'd)

9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Group Leader.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Group Leader constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** Group Leader represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Group Leader or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Group Leader agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Group Leader and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Aftercare Service Provider by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Group Leader may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Group Leader and Group Leader's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Group Leader.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Lake County Community Corrections
 Budget Office
 2600 W. 93rd Avenue
 Crown Point, In 46307
 (219/755-3849)

IN WITNESS WHEREOF, the County and the Group Leader have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
 OF THE COUNTY OF LAKE
 RUDOLPH CLAY
 GERRY J. SCHEUB
 FRANCES DUPEY

PROVIDER
 Richard Servi

ATTEST:
 PEGGY KATONA
 LAKE COUNTY AUDITOR

Order#44 – Agenda #38

In the Matter of L.C. Clerk – Consulting Contract with John Cantrell for Attorney Services for the year 2006 in an amount not to exceed \$20,000.00 at the rate of \$90.00 per hour.

Order#44 – Agenda #38 (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Clerk and John Cantrell for Attorney Services for the year 2006 in an amount not to exceed \$20,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JOHN CANTRELL, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY CLERK

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- C. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- F. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Thousand Dollars (\$20,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Clerk's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

Order#44 – Agenda #38 (Cont'd)

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

JOHN CANTRELL
7127 INDIANAPOLIS BLVD.
HAMMOND, IN 46324
(219) 554-4529

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
JOHN R. CANTRELL

ATTEST:
PEGGY KATONA

Order#44 – Agenda #38 (Cont'd)

LAKE COUNTY AUDITOR

Order#45 – Agenda #39

In the Matter of L.C. Clerk – Consulting Contract with David Saks for Attorney Services for the year 2006 in an amount not to exceed \$20,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Clerk and David Saks for Attorney Services for the year 2006 in an amount not to exceed \$20,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DAVID SAKS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY CLERK

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- G. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Thousand Dollars (\$20,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Clerk's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on

Order#45 – Agenda #39 (Cont'd)

the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

DAVID SAKS
6948 INDIANAPOLIS BLVD.
HAMMOND, IN 46324
(219) 844-4880

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Order#45 – Agenda #39 (Cont'd)

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
DAVID SAKS

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#46 – Agenda #40

In the Matter of L.C. Clerk – Service and Maintenance Agreement with Cenifax Management Services, Inc. for the Lake County Web Traffic Ticket Payment Systems in an amount not to exceed \$46,325.00.

Scheub made a motion, seconded by Clay, to approve the Service and Maintenance Agreement between the L.C. Clerk and Cenifax Management Services, Inc. for the Lake County Web Traffic Ticket Payment Systems in an amount not to exceed \$46,325.00. Motion passed 2-1, Commissioner DuPey against.

Order#47 – Agenda #57

In the Matter of L.C. Treasurer – Telephone Equipment Proposal from Tri-Electronics, Inc. in the amount of \$7,153.00.

Scheub made a motion, seconded by DuPey, to approve the L.C. Treasurer's Telephone Equipment Proposal from Tri-Electronics, Inc. in the amount of \$7,153.00. Motion passed 3-0.

Order#48 – Agenda #41

In the Matter of L.C. Coroner – Vendor Contract with Young M. Kim, M.D. for Pathologist Services for the year 2006 in an amount not to exceed \$100,000.00 at the rate of \$8333.33 per month.

Scheub made a motion, seconded by DuPey, to approve the Vendor Contract between the L.C. Coroner and Young M. Kim, M.D. for Pathologist Services for the year 2006 in an amount not to exceed \$100,000.00 at the rate of \$8333.33 per month. Motion passed 3-0.

VENDOR CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of the Lake County Coroner and Young M. Kim, M.D., hereinafter referred to as the Vendor.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein, the parties hereto mutually agree as follows:

1. **TERM.**

The term of this Contract is from January 1, 2006 to and including December 31, 2006, subject to the termination provisions contained in paragraph 5.

2. **Scope of Service.**

Vendor shall perform the services of pathologist for the County of Lake, by and through the Office of the Lake County Coroner and perform the service customarily incident to the position of pathologist.

3. **PAYMENT**

- A. The source of funds for the payment of services rendered under this contract are those funds within the budget of the Lake County Coroner and designated as lien item 001-07000-423120 (Medical & Hospital Services).
- B. Vendor shall be paid at the following rate:
 - a. The amount of eight thousand three hundred thirty-three dollars and thirty-three cents (\$8,333.33) per month.
 - b. The total amount payable under this Contract shall not exceed one hundred thousand dollars (\$100,000.00).
- C. Payment shall be made to vendor upon representation of such forms as required by the State Board of Accounts.

4. **LICENSE**

Vendor must possess and keep in full force and effect an unlimited license to practice medicine in the State of Indiana.

5. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

B. This contract shall automatically terminate if vendor's unlimited license to practice medicine shall be suspended or vendor's license shall expire or not be renewed for any reason whatsoever.

6. **AFFIRMATIVE ACTION**

The Clinic and Medical Director agrees by the execution of this agreement that in regards to its operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

Order#48 – Agenda #41 (Cont'd)

- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.

7. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

8. **OTHER**

This contract is subject to and governed by the laws of the State of Indiana.

All of which is agreed to the date first written above.

BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

VENDOR
YOUNG M. KIM, M.D.

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#49 – Agenda #42

In the Matter of L.C. Coroner – AIT Laboratories Proposal for Laboratory Services for the year 2006.

Scheub made a motion, seconded by DuPey, to approve the L.C. Coroner's AIT Laboratories Proposal for Laboratory Services for the year 2006. Motion passed 3-0.

Order#50 – Agenda #43

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with Bruce A. Lambka for Assistant Board Attorney Services for the year 2006 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Board of Elections and Registration and Bruce A. Lambka for Assistant Board Attorney Services for the year 2006 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between BRUCE A. LAMBKA, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY BOARD OF ELECTIONS & REGISTRATION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

ASSISTANT BOARD ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings and court proceedings:
- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- E. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- H. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).

Order#50 – Agenda #43 (Cont'd)

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Two Thousand Dollars Five Hundred (\$22,500.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses incurred except that the County. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontract or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

Order#50 – Agenda #43 (Cont'd)

- 17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
- 18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
- 19. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 CROWN POINT, IN 46307
 (219) 755-3200

BRUCE A. LAMBKA
 120 ½ SOUTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 662-9615

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
 OF THE COUNTY OF LAKE
 RUDOLPH CLAY
 GERRY J. SCHEUB
 FRANCES DUPEY

CONSULTANT:
 BRUCE LAMBKA

ATTEST:
 PEGGY KATONA
 LAKE COUNTY AUDITOR

Order#51 – Agenda #44

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with David Saks for Assistant Board Attorney Services for the year 2006 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Board of Elections and Registration and David Saks for Assistant Board Attorney Services for the year 2006 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DAVID SAKS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY BOARD OF ELECTIONS & REGISTRATION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- 2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

ASSISTANT BOARD ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings and court proceedings:
- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- F. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).

Order#51 – Agenda #44 (Cont'd)

- iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Two Thousand Dollars Five Hundred (\$22,500.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses incurred except that the County. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontract or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.

Order#51 – Agenda #44 (Cont'd)

- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
- 17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
- 18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
- 19. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 CROWN POINT, IN 46307
 (219) 755-3200

DAVID SAKS
 6948 INDIANAPOLIS BLVD.
 HAMMOND, IN 46324
 (219) 844-4880

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
 OF THE COUNTY OF LAKE
 RUDOLPH CLAY
 GERRY J. SCHEUB
 FRANCES DUPEY

CONSULTANT:
 DAVID SAKS

ATTEST:
 PEGGY KATONA
 LAKE COUNTY AUDITOR

Order#52 – Agenda #45

In the Matter of L.C. Board of Elections and Registration – Record Storage and Service Agreement with Records Storage Center, Inc. for the year 2006.

Scheub made a motion, seconded by DuPey, to approve the Record Storage and Service Agreement between the L.C. Board of Elections and Registration and Records Storage Center, Inc. for the year 2006. Motion passed 3-0.

Order#53 – Agenda #46

In the Matter of L.C. Board of Elections and Registration – Service Agreement with Chester, Inc. for service to computer equipment for the year 2006 in an amount not to exceed \$3,959.00 payable at the rate of \$989.75 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Board of Elections and Registration and Chester, Inc. for service to computer equipment for the year 2006 in an amount not to exceed \$3,959.00 payable at the rate of \$989.75 per quarter. Motion passed 3-0.

Order#54 – Agenda #47

In the Matter of L.C. Board of Elections and Registration – Service Agreement with Comcast Cable Communications Management, LLC.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Board of Elections and Registration and Comcast Cable Communications Management, LLC. Motion passed 3-0.

Order#55 – Agenda #48

In the matter of Proposals: L.C. Emergency Management – Outside Security Cameras for the A Building and B Building at the Lake County Government Center.

Order#55 – Agenda #48 (Cont'd)

Scheub made a motion, seconded by DuPey, to accept the recommendation of the Emergency Management to approve Tri-Electronics for the Outside Security Cameras for the A Building and B Building at the Lake County Government Center. Motion passed 3-0.

Letter of Recommendation:

February 1, 2006

To: County Commissioners
Rudy Clay, President
Fran DuPey
Gerry Scheub

From: Jodi E. Richmond, Deputy Director
Lake County Emergency Management Agency

Dear Commissioners:

We are requesting to accept the bid from Tri Electronic's for the two proposals that we had on the agenda for the special Commissioners meeting in December. They were outdoor cameras for building A and B. Tri Electronic's was the lowest bid and we would like to accept this bid and move forward with this project.

Thank you in advance for your cooperation in this matter if you have any questions please call me at 219-755-3549.

Jodi E. Richmond, Deputy Director
Lake County Emergency Management Agency

Order#56 – Agenda #49

In the Matter of L.C. Emergency Management: Seek Proposals for the Replacement of existing cameras for indoor and outdoor security.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Emergency Management for the Replacement of existing cameras for indoor and outdoor security from the following vendors, and ordered same to be returned by Wednesday, March 15, 2006 by 9:30 a.m. Motion passed 3-0.

Miller Electric Phil & Son's Tri Electronic's

Order#57 – Agenda #50

In the Matter of L.C. Emergency Management: Seek Proposals for search and rescue equipment for Lake County USAR Team.

Scheub made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Emergency Management for search and rescue equipment for Lake County USAR Team and ordered same to be returned by Wednesday, March 15, 2006 by 9:30 a.m. Motion passed 3-0.

Order#58 – Agenda #51

In the Matter of L.C. Assessor – Consulting Contract with Parker, Poe, Adams & Bernstein, L.L.P. for Attorney Services for the year 2006 in an amount not to exceed \$200,000.00 at the rate of \$250.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Assessor and Parker, Poe, Adams & Bernstein, L.L.P. for Attorney Services for the year 2006 in an amount not to exceed \$200,000.00 at the rate of \$250.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between PARKER, POE, ADAMS & BERNSTEIN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall represent Lake County on personal property and real estate assessment and audit tax matters and appeals:

LAKE COUNTY ASSESSOR

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.

Order#58 – Agenda #51 (Cont'd)

- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Two Hundred Thousand Dollars (\$200,000.00) for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Assessor's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
- A. Compensation shall be at the rate of \$250.00 per hour for the time of Charles Meeker. All other firm personnel shall be billed at their normal 2006 rates.

All services and expenses for the Inland Steel 1995 and 1998 real property cases shall be billed separately and are not part of this Consulting Contract.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the consultant shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Consultant may likewise terminate the agreement on thirty (30) days notice.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.

Order#58 – Agenda #51 (Cont'd)

16. **Miscellaneous Provisions.**

- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

19. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

CHARLES C. MEEKER
PARKER, POE, ADAMS, & BERNSTEIN, L.L.P.
150 FAYETTEVILLE STREET MALL
SUITE 1400
RALEIGH, NC 27601
(919) 828-0564

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
CHARLES C. MEEKER

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#59 – Agenda #52

In the Matter of L.C. Assessor – Consulting Contract with Laszlo & Popp, PC for Attorney Services for the year 2006 in an amount not to exceed \$50,000.00 at the rate of \$200.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Assessor and Laszlo & Popp, PC for Attorney Services for the year 2006 in an amount not to exceed \$50,000.00 at the rate of \$200.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between LASZLO & POPP, PC, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

Order#59 – Agenda #52 (Cont'd)

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

A Consultant shall represent Lake County on personal property and real estate assessment and audit tax matters:

LAKE COUNTY ASSESSOR

B. Consultant shall devote such hours as are necessary to perform the service listed above.
C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
E. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Fifty Thousand Dollars (\$50,000.00) for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Assessor's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

B. Compensation shall be at the rate of \$200.00 per hour for the first 250 hours.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.

Order#59 – Agenda #52 (Cont'd)

- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

LASZLO & POPP, PC
200 EAST 80TH PLACE, SUITE 220
MERRILLVILLE, IN 46410
(219) 756-7677
FAX (219) 756-7678

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
BRIAN P. POPP

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#60 – Agenda #53

In the Matter of L.C. Auditor – Consulting Contract with James L. Wieser for Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for Attorney Services and \$45.00 per hour for Law Clerk Services.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Auditor and James L. Wieser for Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for Attorney Services and \$45.00 per hour for Law Clerk Services. Motion passed 3-0.

Order#60 – Agenda #53 (Cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JAMES L. WIESER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY AUDITOR (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment.
 1. Legal services including representing the Auditor in all areas of litigation, Real Estate matters as a Real Estate Consultant on Tax related matters.
 2. Consultant shall legally represent any and all Lake County entities in TAX SALE related litigation. This shall include any and all challenges to any Treasurer Tax Sales of Commissioners Tax Sales and shall include the approximately sixty open active cases now pending.
 - B. Consultant shall devote such hours as are necessary to perform the service listed above and shall provide a written update on all open litigation matters to the Commissioners at least once every quarter. Documentation of the nature of each case, work performed, and status shall be submitted quarterly by consultant.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Consultant (Attorney) shall be paid at the rate of \$90.00 per hour, Law Clerks at the rate of \$45.00 per hour out of funds available within the budget of the Lake County Auditor and/or out of any fund at the discretion of the Lake County Auditor.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the

Order#60 – Agenda #53 (Cont'd)

County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

JAMES L. WIESER
425 WEST LINCOLN HIGHWAY
SCHERERVILLE, IN 46375
(219) 865-7400

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
JAMES L. WIESER

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#61 – Agenda #54

In the Matter of L.C. Circuit Court – Consulting Contract with Edward P. Grimmer for Attorney Services for the year 2006 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Circuit Court and Edward P. Grimmer for Attorney Services for the year 2006 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between EDWARD P. GRIMMER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CIRCUIT COURT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

INDIGENT COUNSEL FOR LAKE COUNTY CIRCUIT COURT

- B. Consultant shall represent persons whom the Circuit Court has determined to be indigent and against whom civil contempt proceeding for non-support are pending which could result in incarceration, pursuant to the requirement therefore of In Re Marriage of Stariha, 509N.E. 2d 1117;

"(W) here the possibility exists that an indigent defendant may be incarcerated for contempt for failure to pay child support he or she has a right to appointed counsel...."

- C. Consultant shall devote such hours as are necessary to perform the service listed above.
 D. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 E. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 F. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Circuit Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

Order#61 – Agenda #54 (Cont'd)

12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

EDWARD P. GRIMMER
ATTORNEY AT LAW
603 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 662-1661

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER

Order#61 – Agenda #54 (Cont'd)

OF THE COUNTY OF LAKE
 RUDOLPH CLAY
 GERRY J. SCHEUB
 FRANCES DUPEY

CONSULTANT:
 EDWARD P. GRIMMER
 ATTORNEY AT LAW

ATTEST:
 PEGGY KATONA
 LAKE COUNTY AUDITOR

Order#62 – Agenda #55

In the Matter of L.C. Circuit Court – Consulting Contract with Bruce A. Kotzan for Attorney Services for the year 2006 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Circuit Court and Bruce A. Kotzan for Attorney Services for the year 2006 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between BRUCE A. KOTZAN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CIRCUIT COURT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:
 - IMPLEMENT THE INDIANA SUPREME COURT'S CASELOAD PLAN**
 - B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - G. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - H. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Circuit Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

Order#62 – Agenda #55 (Cont'd)

11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

BRUCE A. KOTZAN
ATTORNEY AT LAW
4111 WASHINGTON BLVD.
INDIANAPOLIS, IN 46205
(217) 631-3100

Order#62 – Agenda #55 (Cont'd)

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
BRUCE A. KOTZAN
ATTORNEY AT LAW

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#63 – Agenda #56

In the Matter of L.C. Council – Consulting Contract with Linda S. Garcia-Marmolejo for Attorney Services for the year 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Circuit Court Linda S. Garcia-Marmolejo for Attorney Services for the year 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between LINDA S. GARCIA-MARMOLEJO, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY COUNCIL

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Five Thousand Dollars (\$25,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Council's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

Order#63 – Agenda #56 (Cont'd)

10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontract or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such

Order#63 – Agenda #56 (Cont'd)

confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

LINDA S. GARCIA-MARMOLEJO
6550 WEST 85TH PLACE
CROWN POINT, IN 46307.
(219) 365-7332

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
LINDA S. GARCIA-MARMOLEJO

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#64 – Agenda #58

In the Matter of L.C. Community Economic Development – FY2006 CDBG Public Hearing.

Commissioner Clay opened the public hearing. He asked if anyone from the public wanted to speak. No one answered. The hearing was then closed. Scheub made a motion, seconded by DuPey, to approve the spending of their grant for 2006. Motion passed 3-0.

RESOLUTION NUMBER 06-03

A RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT OF THE LAKE COUNTY BOARD OF COMMISSIONERS TO SUBMIT A PROJECTS PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEAR 2006

WHEREAS, under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its Application, that it has held one public hearing to obtain the views of citizens of Community Development needs; and

WHEREAS, it is desirable and in the public interest that Lake County, Indiana, hereinafter called the ("County"), undertake and carry out Community Development activities; and

WHEREAS, the County is proposing a project for assistance under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of Twenty Five Thousand Dollars (\$25,000.00) and

WHEREAS, the County has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and

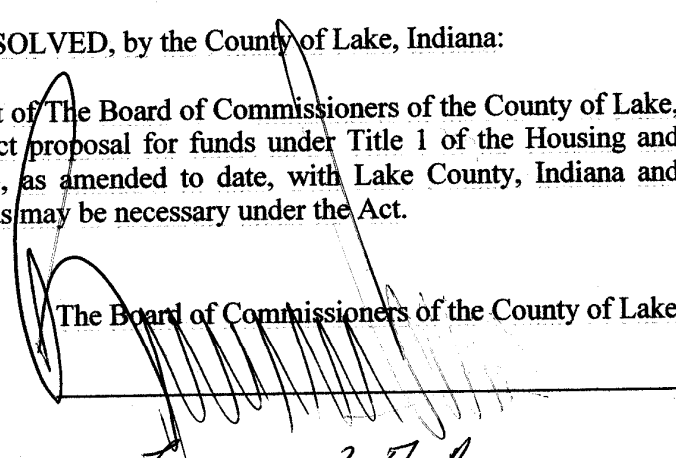
WHEREAS, the County has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development activities and undertaking with Federal financial assistance under Title 1, including those prohibiting discrimination because of race, color, creed, sex or national origin;

NOW THEREFORE, BE IT RESOLVED, by the County of Lake, Indiana:

Section 1: That the President of The Board of Commissioners of the County of Lake, IN is hereby authorized to file a Project proposal for funds under Title 1 of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act.

The Board of Commissioners of the County of Lake

President of The Board of
Commissioners of the County of Lake



Frances DuPuy

Gary Schuch

ATTEST:



Order#65 – Agenda #59

In the Matter of L.C. Data Processing – Memorandum of Understanding for an Automated Case Management System in Lowell Town Court.

Scheub made a motion, seconded by DuPey, to approve the L.C. Data Processing's Memorandum of Understanding for an Automated Case Management System in Lowell Town Court. Motion passed 3-0.

**MEMORANDUM OF UNDERSTANDING
FOR AN AUTOMATED CASE MANAGEMENT SYSTEM
IN LOWELL TOWN COURT**

This Memorandum of Understanding (Agreement) is made and entered into by and between the City/Town Court and Clerk of the City/Town of **Lowell**, (Court/Clerk) and the County of Lake, through the Lake County Board of Commissioners and the Lake County Council (County):

RECITALS

- WHEREAS, the Court is the properly established Court and the Clerk is the officially elected Clerk of the Court of the City/Town of **Lowell**; and
- WHEREAS, the Lake County Board of Commissioners is the executive of Lake County, Indiana, and the Lake County Council is the legislative and fiscal body of Lake County, Indiana; and
- WHEREAS, in 2004, 28,600 infractions were filed in Lake Superior Court, County Divisions I, II, III and IV, and the automated case management system utilized by the courts permitted the timely electronic transmission of information on traffic infractions to the Indiana Bureau of Motor Vehicles (BMV) as required by current law; and
- WHEREAS, in 2004, 43,067 infractions were filed in the ten city and town courts in Lake County, which courts have no means of electronically transmitting information on traffic infractions to the BMV; and
- WHEREAS, Lake County desires to assist the city and town courts of Lake County to transmit traffic infraction and selected information to the BMV; and
- WHEREAS, the Indiana Supreme Court and its Judicial Technology Automation Committee (JTAC) has responded favorably to the request of the Lake Superior Courts to assist and enable the ten city and town courts in Lake County to electronically transmit information to the BMV as required by current Indiana law; and
- WHEREAS, the Indiana Supreme Court in conjunction with the BMV has received a federal grant to be used to improve the transmission to the BMV of information on certain traffic information; and
- WHEREAS, the Indiana Supreme Court has decided that subject to a definite grant agreement between the Supreme Court, Lake County and participating city and town courts, the Supreme Court contemplates making a grant to Lake County in the amount of Two Hundred Seventy-Seven Thousand Seven Hundred and One (\$277,701.00) Dollars to be used by Lake County to assist the cities and towns of Crown Point, East Chicago, Gary, Hammond, Hobart, Lake Station, Lowell, Merrillville, Schererville and Whiting, to establish an automatic case management system to be used by each

city and town court to permit the timely electronic transmission to the BMV as required by current law; and

WHEREAS, the County will assist the city and town courts in the following areas related to the timely electronic transmission to the BMV of relevant information on traffic infraction cases:

1. New hardware;
2. Maximus/CourtView software licenses;
3. Cabling;
4. Training;
5. Software annual maintenance - first year only;
6. Annual T-1 or DSL line expense - first year only.

NOW, THEREFORE, IN CONSIDERATION OF THE foregoing representations and covenant hereinafter set forth, the parties agree as follows:

1. Authority. The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. Term of Agreement. The term of this Agreement shall be from **the date of signing** through **December 31, 2006**, and shall automatically renew each year unless the Court/Clerk or County notifies in writing the other party of its termination at least 60 days before the end of the current term.
3. Purpose of Agreement. The purpose of this Agreement is for the County to assist the City and Town Courts and Clerks in the following areas in order to timely electronically transmit to the BMV relevant information on traffic infraction cases heard by the City and Town Courts:
 - A. New Hardware;
 - B. Maximus/CourtView software licenses;
 - C. Cabling;
 - D. Training;
 - E. Software annual maintenance - first year only;
 - F. Annual T-1 or DSL line expense - first year only.
4. Functions and Services. The following specific functions and services are to be performed or furnished by the County on behalf of the **Lowell** Court/Clerk:
 - A. **One (1)** Maximus automatic case management system/CourtView licenses;
 - B. **One (1)** terminal server licenses;
 - C. First year annual support fee for **one (1)** Maximus licenses;
 - D. Purchase and installation of a DSL line at a cost not to exceed **0**;
 - E. Purchase and installation of **one (1)** cable drops at a cost not to exceed **\$750**;

- F. Up to four (4) hours of training for each of **one (1)** staff members of the Court/Clerk;
 - G. DSL line charges for one year to vendor (SBC or Qwest);
 - H. The following other equipment:
 - i.) Printers: **One**;
 - ii) Personal computers: **None**;
 - iii) Other: **None**.
5. Data Conversion. It is expressly agreed that any data conversion from the current data processing system used by the Court/Clerk to the CourtView system shall be the sole option and financial responsibility of the Court/Clerk. The County shall provide no funding for such data conversion.
6. Responsibilities and Duties of the Court/Clerk. The Court/Clerk agrees as follows:
 - A. To permit access for Lake County employees or their designees to install equipment, test systems, on premises, if necessary, and to train employees of the clerk and court;
 - B. To only use the network, system, and equipment according to the best practices as defined and modified by Lake County and the Lake County Data Processing Agency or its assignee;
7. Fees. The Court/Clerk agrees to pay the following fees to the County within 45 days of invoice date for the listed services:
 - A. Miscellaneous start-up expenses incurred over and above the items or amounts listed in paragraph number 4;
 - B. T-1 or DSL line costs after the first year;
 - C. Maximus annual automated case management systems/CourtView support fees after the first year;
 - D. Other equipment and training as required by the City/Town Court and not covered in this Agreement.
8. Effective Date and Commencement of Terms. This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all the parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, have entered into this Memorandum of Understanding; and having read and understood the foregoing terms of this Memorandum of Understanding, the Court/Clerk and the County do by their respective signatures dated below agree to such terms.

COUNTY OF LAKE:

By: Gerry Schaub Date: 02/15/06
Gerry J. Schaub
President County Commissioners

By: Rudolph Clay Date: 02/15/06
Rudolph Clay
County Commissioner

By: Frances DuPey Date: 02/15/06
Frances DuPey
County Commissioner

COUNTY OF LAKE:

By: Will A. Smith, Jr. Date: 2-14-06
Will A. Smith, Jr.
President, County Council

By: Ron Tabaczynski Date: 2-14-06
Ron Tabaczynski
County Councilman

By: Larry Blanchard Date: 2-14-06
Larry Blanchard
County Councilman

By: Thomas O'Donnell Date: 2-14-06
Thomas O'Donnell
County Councilman

By: Christine Cid Date: 2-14-06
Christine Cid
County Councilwoman

By: Elsie Franklin Date: 2-14-06
Elsie Franklin
County Councilwoman

By: Donald Potrebic Date: 2-14-06
Donald Potrebic
County Councilman

COURT/CLERK

By: Thomas W. Vanes Date: 2/6/06
Honorable Thomas W. Vanes
Judge, Lowell Town Court

By: Suzanne Nelson Date: 2/6/06
Suzanne Nelson
Clerk of the Court

Order#66 – Agenda #60

In the Matter of L.C. Data Processing – Service Agreement with Cenifax Management Service, Inc. for the Lake County Web Project on the Lake County Property Tax Production and Portal Requirements for the year 2006 in an amount not to exceed \$25,000.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Cenifax Management Service, Inc. for the Lake County Web Project on the Lake County Property Tax Production and Portal Requirements for the year 2006 in an amount not to exceed \$25,000.00. Motion passed 3-0.

Order#67 – Agenda #61

In the Matter of L.C. Data Processing – Service Agreement with Cenifax Management Service, Inc. for the Preparation of the Lake County Settlement 04 pay 05 in an amount not to exceed \$6,625.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Cenifax Management Service, Inc. for the Preparation of the Lake County Settlement 04 pay 05 in an amount not to exceed \$6,625.00. Motion passed 3-0.

Order#68 – Agenda #62

In the Matter of L.C. Data Processing – Service Agreement with Hewlett Packard for Microsoft Software Support #01037401D for Windows NT in the amount of \$21,216.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Hewlett Packard for Microsoft Software Support #01037401D for Windows NT in the amount of \$21,216.00. Motion passed 3-0.

Order#69 – Agenda #63

In the Matter of L.C. Data Processing – Service Agreement No. 95037387D with Hewlett Packard for the year 2006 in the amount not to exceed \$31,584.00 at the rate of \$2,632.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement No. 95037387D between the L.C. Data Processing and Hewlett Packard for the year 2006 in the amount not to exceed \$31,584.00 at the rate of \$2,632.00 per month. Motion passed 3-0.

Order#70 – Agenda #64

In the Matter of L.C. Data Processing – Service Agreement with Service Express, Inc. for Computer Hardware Maintenance for the year 2006 in an amount not to exceed \$28,872.00 at the rate of \$7,218.00 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Service Express, Inc. for Computer Hardware Maintenance for the year 2006 in an amount not to exceed \$28,872.00 at the rate of \$7,218.00 per quarter. Motion passed 3-0.

Order#71 – Agenda #65

In the Matter of L.C. Data Processing – Service Agreement with Noble Communications for Pager Airtime for the year 2006 in an amount not to exceed \$1,052.16 at the rate of \$263.04 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Noble Communications for Pager Airtime for the year 2006 in an amount not to exceed \$1,052.16 at the rate of \$263.04 per quarter. Motion passed 3-0.

Order#72 – Agenda #66A

In the Matter of L.C. Building Manager – Request for property disposal for L.C. Coroner.

DuPey made a motion, seconded by Clay, to approve the L.C. Building Manager's request for property disposal for L.C. Coroner. Motion passed 3-0.

Order#73 – Agenda #67

In the Matter of L.C. Plan Commission – Release for the Maintenance Bond for Frahm's Corner Acres in the form of a Cashier's Check No. 1223443 in the amount of \$2,000.00.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Release for the Maintenance Bond for Frahm's Corner Acres in the form of a Cashier's Check No. 1223443 in the amount of \$2,000.00. Motion passed 3-0.

RELEASE

WHEREAS, DAVID and MARY FRAHM, principal has on the 3rd day of March 2004 filed a Maintenance Bond in the form of a Cashier's Check (No. 1223443) Issued by BANK ONE in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) for required Improvements in FRAHMS' CORNER ACRES.

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond in the form Maintenance Bond of a Cashier's Check (No. 1223443) Issued by BANK ONE in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) effective this date.

Order#73 – Agenda #67 (Cont'd)

DATED 15th DAY OF FEBRUARY, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 GERRY SCHEUB, COMMISSIONER
 FRANCES DUPEY, COMMISSIONER

Order#74 – Agenda #68

In the Matter of L.C. Plan Commission – Release for the Maintenance Bond for Aspen Trail Subdivision in the form of a Surety Bond No. 1003886 in the amount of \$105,685.00.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Release for the Maintenance Bond for Aspen Trail Subdivision in the form of a Surety Bond No. 1003886 in the amount of \$105,685.00. Motion passed 3-0.

RELEASE

WHEREAS, OLTHOF HOMES, principal has on the 21ST day of January 2004 filed a Maintenance Bond in the form of a Surety Bond (No. 1003886) Issued by LEXON INSURANCE COMPANY in the amount of One Hundred Five Thousand, Six Hundred Eighty Five and No/100 Dollars (\$105,685.00) for required Improvements in ASPEN TRAIL SUBDIVISION.

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond in the form a Surety Bond (No. 1003886) Issued by LEXON INSURANCE COMPANY in the amount of One Hundred Five Thousand, Six Hundred Eighty Five and No/100 Dollars (\$105,685.00) effective this date.

DATED 15th DAY OF FEBRUARY, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 GERRY SCHEUB, COMMISSIONER
 FRANCES DUPEY, COMMISSIONER

Order#75 – Agenda #69

In the Matter of Timber Creek Project.

Attorney John Dull announced the agreement will be signed by the Redevelopment Commission this afternoon. All of those problems they had John Dull was able to solve them in a very practical manner. They can go forward.

Order#76 – Agenda #70A

In the Matter of Board of Commissioners – Consulting Contract with Amereco, Inc. for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$65.00 per hour.

Scheub made a motion to deny. This motion dies for a lack of a second.

DuPey made a motion, seconded by Clay, to approve the Consulting Contract between the Board of Commissioners and Amereco, Inc. for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$65.00 per hour. Motion passed 2-1, Commissioner Scheub against.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between AMERECO, INC., (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONSULTING ENGINEERING SERVICES

- A. Consultant shall devote such hours as are necessary to perform the service listed above.
- B. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- C. Consultant reports directly to the Board of Commissioners of the County of Lake.
- D. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

Order#76 – Agenda #70A (Cont'd)

4. **Compensation.** The County agrees to pay the Consultant out of the Judgment Account a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$65.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

AMERECO, INC.
2503 EISENHOWER AVENUE

Order#76 – Agenda #70A (Cont'd)

CROWN POINT, IN 46307
(219) 755-3200

VALPARAISO, IN 46383
(219) 464-0460

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
FRANCES DUPEY

CONSULTANT:
JOHN BLOSKY, PRESIDENT

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

ADD Order#77 – Agenda #71D

In the Matter of Property Sales: Commissioners Quit Claim Deed – Town of Griffith.

DuPey made a motion, seconded by Scheub, to approve the Commissioners Quit Claim Deed for the Town of Griffith for property #15-26-0008-0055. Motion passed 3-0.

Order#78 – Agenda #73

In the Matter of Board of Commissioners - Contract with Professional Claims Management for Stop Loss Insurance for the period of 2006-2007.

DuPey made a motion, seconded by Scheub, to approve the Contract between the Board of Commissioners and Professional Claims Management for Stop Loss Insurance for the period of 2006-2007. Motion passed 3-0.



A member of the American Fidelity Group

2000 N. Classen Boulevard, Oklahoma City, Oklahoma 73106

**EXCESS LOSS INSURANCE POLICY
Non-Participating**

PLEASE READ CAREFULLY

Policyholder Name: Lake County Government a.k.a. Lake County Board of Commissioners

Principal Address: 2293 N. Health Plan
Crown Point, IN 46307

Policy Number: AFA-SLP-2000-608-TRU

Effective Date: January 1, 2006

Expiration Date: December 31, 2006

YOUR Designated Third-Party Administrator: Professional Claims Management, Inc.

This Policy is issued in consideration of YOUR Application/Schedule and the payment of premiums. The attached Application/Schedule and a copy of YOUR Employee Welfare Benefit Plan on file with US form a part of this Policy.

All periods of coverage will begin and end at 12:01 a.m. Standard Time at YOUR Principal Address.

This Policy is governed by the laws of the state of YOUR Principal Address except to the extent which it is pre-empted by ERISA.

This Policy is issued by US at OUR Underwriting Offices as of the Effective Date.

A handwritten signature in black ink, appearing to be 'A. Adams'.

Secretary

A handwritten signature in black ink, appearing to be 'J. W. Re'.

President

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

TABLE OF CONTENTS

Section IDefinitionsPages 3, 4, 5
Section IISpecific Excess Loss Coverage.....Page 6
Section IIIAggregate Excess Loss Coverage.....Page 6
Section IVReimbursement of Additional CoveragesPage 6
Section VLimitationsPages 7, 8
Section VIExclusionsPage 8
Section VIIPremiums and FactorsPage 9
Section VIIITerminationPages 9, 10
Section IXReinstatementPage 10
Section XClaim ProvisionsPages 10, 11
Section XIGeneral ProvisionsPages 12, 13, 14
Exhibit IPages 15, 16
Application/Schedule

**SECTION I
DEFINITIONS**

Actively at Work means that an employee is performing the ordinary duties of his or her job and is not confined to a hospital or other health care facility, or as defined by the Plan Document, or absent from the workplace because of any illness or accident. Ordinarily, scheduled vacation time is considered to be Actively at Work.

Aggregate Reimbursement Percentage means the percentage at which Eligible Expenses, in excess of YOUR Annual Aggregate Attachment Point, will be reimbursed by US.

Annual Aggregate Attachment Point means, for the Policy Period or any portion of the Policy Period, the Plan Benefits covered by this Policy and wholly retained by YOU. It is not considered for reimbursement under this Policy, and is the greater of:

1. the sum of Monthly Aggregate Factor amounts for each month of the Policy Period, determined by multiplying the total number of Covered Units by the Monthly Aggregate Factor amounts; or
2. the Minimum Annual Aggregate Attachment Point shown in the Application/Schedule.

The maximum per Covered Person which may be applied annually to the Annual Aggregate Attachment Point, (i.e. Individual Claim Limit) is shown in the Application/Schedule.

Application/Schedule means the Excess Loss Insurance Application/Schedule signed by YOU and attached to this Policy. The Application/Schedule is subject to acceptance by US and, if accepted, will become a part of this Policy.

Benefit Period means the period of time during which covered expenses must be incurred by a Covered Person and Paid by YOU to be eligible for reimbursement under this Policy. This period does not alter the Policy Effective Date or Policy Period. It does not waive this Policy's eligibility requirements.

COBRA Continuee means a Covered Unit that elects to extend its group health coverage under the Plan as entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

Company (WE, US, OUR) means American Fidelity Assurance Company.

Covered Family means an employee and his or her dependents covered under the Plan.

Covered Person means an individual covered under the Plan.

Covered Unit means an employee, an employee with dependents, or such other defined unit as agreed upon between YOU and US, as shown in the Application/Schedule.

Disabled Persons are those persons who are or become unable to perform the same lifestyle functions as a person of similar age and sex who is in good health.

Eligible Expenses means the eligible charges payable under YOUR Plan and for which the Covered Person is liable to pay. It does not include expenses specifically excluded or limited by this Policy, YOUR Application/Schedule for this Policy, or any Endorsements.

Endorsement means a written amendment or addendum that alters the terms of this Policy.

Experimental or Investigational means medical services, supplies or treatments provided or performed in a special setting for research purposes, under a treatment protocol or as part of a clinical trial (Phase I, II or III). The covered service will also be considered Experimental/Investigational if the Covered Person is required to sign a consent form which indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety. Medical treatment, which is not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government financed programs or the National Cancer Institute regarding malignancies, will be considered Experimental/Investigational. A drug, device or biological product is considered Experimental/Investigational if it does not have FDA approval or it has FDA approval only under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption.

HIPAA refers to Public Law 104-191, otherwise known as the Health Insurance Portability and Accountability Act of 1996.

Incurred means:

1. with respect to medical services or supplies, the date on which the services are rendered or supplies are received by the Covered Person; and
2. with respect to disability income benefits, the date each periodic benefit payment becomes payable to the Covered Person (not the date the disability commences).

Individual Claim Limit means the maximum amount of Payments for Eligible Expenses that will be counted for any one Covered Person under Aggregate Excess Loss. The Individual Claim Limit is shown in the Application/Schedule.

Large Claim (LC) means Paid or pending claims reaching, or with the potential to reach, 50% of the Specific Attachment Point or a PCL.

Minimum Annual Aggregate Attachment Point means the lowest amount of total Payments YOU must make under YOUR Plan before YOU are eligible for reimbursement under Aggregate Excess Loss coverage. The Minimum Annual Aggregate Attachment Point is shown in the Application/Schedule.

Monthly Aggregate Factor means the factor(s) which is/are multiplied by the number of Covered Units for each Policy Month to determine the Annual Aggregate Attachment Point. The Monthly Aggregate Factor(s) is/are shown in the Application/Schedule.

Paid (Payment) means that a claim has been adjudicated by the TPA and the funds are actually disbursed by the Plan prior to the end of the Benefit Period. Payment of a claim is the unconditional and direct payment of a claim to a Covered Person or their health care provider(s). Payment will be deemed made on the date that both:

1. the payor directly tenders payment by mailing (or by other form of delivery) a draft or check; and
2. the account upon which the payment is drawn contains, and continues to contain, sufficient funds to permit the check or draft to be honored by the institution upon which it is drawn.

Plan (Employee Welfare Benefit Plan) means the self-insured health care plan YOU have agreed to make available to YOUR employees and their eligible dependents.

Plan Benefits means the health benefits covered by the Plan during the Policy Period which are:

1. Incurred on or after the Effective Date of this Policy; and
2. Incurred while this Policy is in force; and
3. Incurred and Paid during the Policy Period.

Plan Benefits will also include those health benefits covered by the Plan during the Policy Period which are Paid during any Run-Out Period or incurred during any Run-In Period applicable to this Policy.

Plan Benefits do not include:

1. deductibles of the Plan;
2. co-insurance or co-payment amounts of the Plan;
3. expenses that are not covered by the Plan or this Policy;
4. amounts recoverable from any other source; or
5. amounts Paid under a previous policy or arrangement of excess loss coverage, whether issued by US or another entity.

Plan Document means the written instrument which describes the Plan and names the fiduciaries or trustees who jointly and separately have authority to control and manage the operations and administration of the Plan. The Plan Document must be in effect on the Effective Date of this Policy. The Plan Document shall be attached to and made a part of this Policy. Any changes to the Plan Document must be approved by US. (See the "Changes to YOUR Plan" provision.)

Policy means this Excess Loss Policy issued by US to YOU.

Policy Month means, for the first Policy Month, the period beginning on the Effective Date of this Policy and ending on the corresponding date of the following month. Subsequent Policy Months begin on the corresponding date of each calendar month and continue until the corresponding date of the next month to the Policy Expiration Date.

Policy Period means the time period beginning on the Effective Date and ending on the Expiration Date.

Policyholder (Plan Sponsor, YOU or YOUR) means the Plan Sponsor, named on the face page, to whom this Policy is issued.

Potentially Catastrophic Loss (PCL) means a Paid or pending claim that has the potential to be catastrophic. PCL's include, but are not limited to the conditions listed in Exhibit I.

Premium Due Date is the first day of each calendar month. If the Effective Date of the Policy is other than the first day of a calendar month, the first month's premium will be pro-rated.

Run-In Limit means the maximum benefit amount paid by YOU under YOUR Plan for Eligible Expenses incurred by a Covered Person during the Run-In Period which will be applied toward payment under this Policy.

Run-In Period means the period of time shown in the Application/Schedule immediately prior to the first day of a Policy Period during which Eligible Expenses incurred by a Covered Person, which are paid by YOU during the Policy Period, will be considered when determining benefit payments under this Policy.

Run-Out Period means the period of time shown in the Application/Schedule immediately following this Policy's Expiration Date during which Plan benefits paid by YOU for Eligible Expenses incurred by a Covered Person during the Policy Period will be considered when determining benefit payments under this Policy.

Specific Attachment Point means the amount which is retained and Paid by YOU during the Policy Period. It is not considered for reimbursement under this Policy. The Specific Attachment Point applies separately to each Covered Person. The Specific Attachment Point is shown in the Application/Schedule.

Specific Lifetime Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any Covered Person under this and prior or later Policies issued by US. The Lifetime Maximum excludes the Specific Attachment Point amount. The Lifetime Maximum will not exceed the lessor of:

1. the amount shown in the Application/Schedule; or
2. the lifetime amount set forth in the Plan.

Specific Reimbursement Percentage means the percentage at which Eligible Expenses, in excess of YOUR Specific Attachment Point, will be reimbursed by US.

Third-Party Administrator (TPA) means a firm having a written agreement with YOU to process Plan benefits and provide administrative services.

The term Third-Party Administrator, as used in this Policy, does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless YOU have specifically appointed the Third-Party Administrator as such.

Usual and Customary Charges means the common charge for the same or comparable service or supply in the geographic area in which the service or supply is furnished. Usual and Customary Charges are determined based upon:

1. the amount of resources expended to deliver the treatment;
2. the complexity of the treatment rendered; and
3. charging protocols and billing practices generally accepted by the medical community.

**SECTION II
SPECIFIC EXCESS LOSS COVERAGE**

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Specific Lifetime Maximum amount shown in the Application/Schedule.

WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

1. the Specific Lifetime Maximum; or
2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage.

If, for any reason, YOUR Specific Excess Loss coverage terminates before the end of the Policy Period:

1. all coverage under the Policy will end immediately;
2. the Run-Out Period, if any, will not apply; and
3. the Specific Attachment Point shown in the Application/Schedule will continue to apply and it will not be reduced.

**SECTION III
AGGREGATE EXCESS LOSS COVERAGE**

The Aggregate Excess Loss benefit for the Policy Period, or fraction thereof (due to termination), is the Plan Benefit Payments made for Eligible Expenses during the Policy Period less:

1. the greater of the Minimum Annual Aggregate Attachment Point or the calculated Annual Aggregate Attachment Point; and less
2. the Specific Excess Loss benefits which have been or will be reimbursed by US under the Specific Excess Loss coverage; and less
3. any payments which exceed any limitations of coverage under this Policy or which are excluded under this Policy; multiplied by
4. the Aggregate Reimbursement Percentage.

In no event will the Aggregate Excess Loss benefit exceed the Maximum Aggregate Reimbursement specified under Aggregate Excess Loss Coverage in the Application/Schedule.

If for any reason, YOUR Aggregate Excess Loss coverage terminates before the end of the Policy Period:

1. all coverage under the Policy will end immediately;
2. the Run-Out Period, if any, will not apply; and
3. the Minimum Annual Aggregate Attachment Point shown in the Application/Schedule will continue to apply and will not be reduced.

**SECTION IV
REIMBURSEMENT OF ADDITIONAL COVERAGES**

Plan Benefits which YOU have Paid under YOUR Prescription Drug Card Plan will be considered for reimbursement under Specific Excess Loss Coverage only if shown as included on the Application/Schedule.

Plan Benefits which YOU have Paid under YOUR Prescription Drug Card Plan, Vision Plan, Dental Plan, and/or Weekly Income Plan will be considered for reimbursement under Aggregate Excess Loss Coverage only if shown as included on the Application/Schedule. The most WE will reimburse YOU for Plan Benefits YOU Pay under YOUR Weekly Income Plan, if included for reimbursement, is shown in the Application/Schedule.

**SECTION V
LIMITATIONS****Actively at Work**

WE will not reimburse expenses incurred by individuals who, on the latter of the Effective Date of their coverage under YOUR Plan or the Effective Date of this Policy:

1. are not Actively at Work, unless the Actively at Work requirement has been waived by way of endorsement; or
2. are Disabled Persons, unless disclosed and accepted by US;
3. are excluded by name by way of an attachment to the Application/Schedule or by Endorsement; or
4. are Late Entrants not accepted by US.

Disabled Persons

Expenses incurred will not be eligible to satisfy the Specific Attachment Point or the Annual Aggregate Attachment Point until the day next following the date:

1. the Covered Person, with respect to an employee, returns to work on a full-time basis as defined in YOUR Plan; or
2. the Covered Person is no longer considered a Disabled Person; or
3. the Covered Person meets the eligibility requirements of YOUR Plan.

This limitation only applies to Covered Persons whose coverage under YOUR Plan is effective on or after the Effective Date of this Policy.

Newborn Children

Newborn children of employees who have previously enrolled and continue to cover their eligible dependents under the Plan, and employees who have not previously enrolled for dependent coverage, will be eligible for newborn child coverage as defined within the Plan.

Non-Disclosed Losses

If YOU fail to disclose any required health information on:

1. a Covered Person when YOU make application for this Policy; or
2. on an employee, or a dependent of an employee, of a company YOU acquire or become affiliated with, when such subsidiary or affiliate will be included in YOUR Plan,

then:

1. WE will not reimburse YOU for any Plan Benefits Paid related to the illness or condition that was required to be disclosed;
2. such Paid Plan Benefits may not be used towards satisfaction of the Specific Attachment Point for such Covered Person; and
3. such Paid Plan Benefits may not be used towards satisfaction of YOUR Annual Aggregate Attachment Point.

Retired Employees

WE will reimburse Paid Plan Benefits for Retired Employees and their dependents, who are eligible under the Plan, only if such persons are indicated as included in the Application/Schedule.

COBRA Continuees

With respect to those persons qualifying as COBRA Continuees, and continuing coverage under YOUR Plan as such, prior to, on or after the Effective Date of this Policy, WE will reimburse Paid Plan Benefits for such individuals only if YOU make timely notification to such individuals of their rights to COBRA continuation coverage.

Drug or Alcohol Abuse

If YOUR Plan covers treatment of drug or alcohol abuse, Plan Benefits reimbursable under this Policy for such treatment will be limited to the amount stated in the Application/Schedule.

Medicare Benefits

With respect to Covered Persons who are eligible for coverage under Medicare, any benefit reimbursable to YOU under this Policy shall be reduced by the amount of any similar Medicare benefit paid or reimbursable so that the total reimbursements hereunder with respect to a Covered Person or his or her dependents shall not exceed 100% of such person's actual expenses otherwise reimbursable under this Policy.

Liability for Reimbursement

WE shall not be liable under this Policy to directly reimburse any Covered Person or provider of professional or medical services for any benefits that YOU have agreed to provide under the terms of the Plan. OUR sole liability is to YOU, in accordance with the terms of this Policy. YOU may not assign any Excess Loss benefits to Covered Persons or providers of services.

**SECTION VI
EXCLUSIONS**

WE will not reimburse YOU for any loss or expense caused by or resulting from:

1. expenses incurred while the Plan is not in force with respect to the Covered Person, or for a person not covered under the Plan;
2. expenses covered by Plan changes made prior to OUR written approval of such changes;
3. expenses which result from any prescription card service, mail order prescription plan or any pre-paid prescription drug plan, dental, vision, or weekly income benefits, unless specifically included on the Application/Schedule and approved by US.
4. liability or obligations assumed by YOU under any contract or service agreement other than the Plan;
5. expenses for services or supplies which are in violation of any law;
6. expenses for services or supplies billed above the Usual and Customary Charges for the area where provided, or which are greater than the Plan benefits;
7. expenses resulting from or caused by war, whether declared or undeclared, civil war, invasion, hostilities, riot, or resistance to armed aggression;
8. expenses for the care and treatment of accidental bodily injury or sickness that arise from work or profit, including self-employment;
9. cost of the administration of claims, including cost of investigation, payments, or other service(s) provided by YOUR TPA, consulting fees and/or expenses of any litigation;
10. expenses from an act resulting in a criminal or illegal act;
11. any amount used to satisfy deductibles or coinsurance amounts under the Plan;
12. expenses incurred in connection with suicide or attempted suicide or any self-inflicted injury or illness, whether the Covered Person was sane or insane when he or she committed the act;
13. expenses or costs resulting from noncontractual damages, court costs and legal fees, including but not limited to compensatory, exemplary and punitive damages, fines or statutory penalties;
14. medical expenses in connection with Experimental or Investigational surgery or treatment as defined in this Policy;
15. payments recoverable through YOUR Plan's Coordination of Benefits or similar provision;
16. expenses incurred by an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application/Schedule, unless added by Endorsement;
17. legal expenses and fees including legal expenses and fees incurred on behalf of any Covered Person in obtaining medical treatment or expenses incurred in connection with a judgment or settlement arising out of YOUR negligence in providing, arranging, or failing to provide or arrange a benefit to a Covered Person;
18. payments YOU make under YOUR Plan for services and supplies which are not included in YOUR Plan or which are outside the requirements of YOUR Plan Document or this Policy;
19. payments YOU make under YOUR Plan for persons who must submit proof of good health and who have failed to do so;
20. expenses incurred after the Expiration Date; or
21. in the event the Policy is terminated before the Expiration Date, expenses incurred after the date of such termination;
22. expenses incurred by any COBRA Continuee whose COBRA continuation coverage was not offered in a timely manner;
23. YOUR TPA's failure to provide timely payment to providers which results in non-receipt of any discounted fees for services or supplies. WE will reimburse only for the amount of the discounted amount had timely payment been made by YOUR TPA.

**SECTION VII
PREMIUMS AND FACTORS**

Payment of Premiums

No coverage under this Policy will be in effect until the first premium is paid. For coverage to remain in effect, each subsequent premium must be paid on or before the Premium Due Date. YOU are responsible for the payment of premiums. Payment of the premium to YOUR TPA does not constitute payment of the premium to US. Premium is not considered paid until the premium check is received at OUR Underwriting Office and sufficient funds are transferred from YOUR account into OUR account.

Upon termination of this Policy, or coverage hereunder, if the earned premium exceeds the premium paid, YOU will pay the excess to US; if less, WE will return to YOU the unearned portion of premium paid, subject to the minimum premium, if any, shown in the Application/Schedule.

Grace Period

A Grace Period of 31 days from the due date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the coverage will remain in effect, provided the premium is paid before the end of the Grace Period. If YOU do not pay the premium during the Grace Period, this Policy will terminate without further notice, retroactive to the date for which premiums were last paid.

Changes in Premium Rates or Factors

WE may change YOUR premium rates and/or Monthly Aggregate Excess Loss Factors on any of the following dates:

1. The date when the terms of this Policy are changed.
2. The date YOU add or delete subsidiary or affiliated companies or divisions with OUR approval.
3. The date YOU change YOUR Plan with OUR written approval.

WE reserve the right to recalculate the premium rates and/or the Monthly Aggregate Excess Loss Factors retroactively for the Policy Period, if there is more than 10% variance between:

1. the number of Covered Units on any premium due date; and
2. the number of Covered Units on the Policy Effective Date.

Otherwise, WE will not change YOUR premium rates or Monthly Aggregate Excess Loss Factors during the Policy Period.

**SECTION VIII
TERMINATION**

This Policy and all coverage hereunder will end upon the earliest of the following:

1. At the end of any period for which the premium is paid, if the subsequent premium is not paid as provided in the Grace Period provision.
2. On the date YOU tell US YOU want to cancel this Policy, provided YOU have given US at least 31 days advance written notice. If YOU cancel within 30 days after the Effective Date, YOU may ask for a full refund of the premium. If YOU do so, the Policy will terminate on the Effective Date. If YOU cancel the Policy after more than 30 days, WE may keep the premium earned to the date of termination.
3. The Expiration Date of this Policy.
4. On the Effective Date if, within 60 days after the Effective Date:
 - a. YOU fail to provide US any information or materials requested by US; or
 - b. YOU fail to comply with any condition imposed by US when this Policy is issued.If so, WE will return the premium paid by YOU, less the amount of any reimbursements WE made to YOU before the time the Policy was terminated. If the amount reimbursed to YOU exceeds the premium paid to US, YOU will pay US the difference.
5. The date the Plan terminates.
6. The date the administrative agreement between YOU and YOUR TPA terminates, unless WE consent in writing to YOUR naming of a new TPA.
7. The last day of the third consecutive month during which YOU fail to maintain the Minimum Plan Enrollment as stated in the Application/Schedule, unless WE agree in writing to continue coverage;

8. The date YOU:
 - a. suspend active business operations; or
 - b. are placed in bankruptcy or receivership; or
 - c. dissolve.
9. Any date on which YOU do not pay claims or make funds available to pay claims as required by the Plan.

Concealment or Fraud

This entire Policy will be void:

1. if, before or after a claim or loss, YOU or YOUR TPA have concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim; (This includes failure to provide the required disclosure of health history of Disabled Persons, Large Claims or Potentially Catastrophic Losses.) or
2. in any case of fraud by YOU or YOUR TPA relating to this coverage.

**SECTION IX
REINSTATEMENT**

WE may, at OUR option, approve YOUR request to reinstate this Policy. YOU shall submit to US any forms and data WE may require, including YOUR representation as to losses incurred or Paid as of the date of YOUR request for reinstatement. If this Policy is reinstated, YOU shall pay to US the premiums due from the date this Policy terminated.

**SECTION X
CLAIM PROVISIONS****Administration of Claims Under YOUR Plan**

WE have no duty to settle or adjust claims filed under YOUR Plan. YOU must retain and pay a TPA at all times. No one, including YOU, may pay benefits for YOUR Plan unless named as the TPA on YOUR Application/Schedule and approved by US. WE will not reimburse YOU for Plan Benefits resulting from benefits paid by someone not authorized to do so.

YOU must make available sufficient funds to pay benefits when due.

The TPA shall:

1. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims, in accordance with the Plan;
2. maintain accurate records of all claim payments;
3. maintain separate records of expenses not covered; and
4. provide US, on or before the 15th day of each Policy Month, the following data for the preceding Policy Month:
 - a. number of Covered Persons and/or Covered Units; and
 - b. a total of claims paid.

Management of Large Claims (LC's) and Potentially Catastrophic Losses (PCL's)

Notice of LC - YOU or YOUR TPA must notify US of any LC (regardless of whether charges have been Paid or are pending payment) within 10 days of the date the claim exceeds or it appears that the claim will reach or exceed the defined limits for a LC.

Notice of PCL - YOU or YOUR TPA must notify US of any PCL within 10 days of receiving any information indicating that the claim (regardless of whether charges have been Paid or are pending payment) is potentially catastrophic. (See Exhibit I of this Policy.)

Failure to Notify - If for any reason a LC or PCL is not properly submitted to the TPA, YOU shall promptly notify the TPA of the claim. In the event YOU or YOUR TPA fails to follow the notification requirements set forth in this provision, YOUR losses related to such LC or PCL will not be considered for reimbursement under this Policy.

If YOU receive information that any claim may be or become a PCL, YOU will immediately notify YOUR TPA.

Notice of Claim

Specific Excess Loss - YOU must give written notice of claim to US within 30 days of the date YOU become aware of claims, with respect to a Covered Person, that have reached 50% of the Specific Attachment Point; however, LC's and PCL's should be reported within the time frame specified in the previous paragraph.

Aggregate Excess Loss - YOU must give written notice of claim to US within 30 days of the date YOU become aware of claims that have reached the Annual Aggregate Attachment Point.

YOUR failure to furnish written notice within 30 days will not invalidate or reduce any claim if it was not reasonably possible to provide written notice within such time. However, written notice must be furnished as soon as possible, but in no event later than one year after the date written notice is first required.

YOU or YOUR TPA shall submit on a timely basis all proofs of claims, reports and supporting documents WE may request.

Proof of Loss

Written proof of loss must be submitted within 60 days after the date of loss. Late proof will be accepted only if it is shown to have been furnished as soon as reasonably possible and within one year of the date of loss.

Payment of Claims

Amounts payable under this Policy will be paid upon receipt and acceptance by US of all the required material. Required material shall include proof of loss and proof of payment for eligible Expenses under the Plan and any reasonably requested supporting documentation. WE will have sole authority to reimburse or deny claims under this Policy.

Benefit Determination

Determination of benefits under YOUR Plan is YOUR sole responsibility. WE have no duty to settle or adjust claims filed under the Plan with YOU or YOUR TPA. WE have the right to review each claim YOU submit to US for reimbursement, to determine if YOU are entitled to reimbursement. Only WE have the authority to reimburse losses covered by this Policy.

Recoveries/Subrogation

YOU are required to investigate and prosecute all valid claims that YOU may have against third parties arising out of any claim for which benefits were Paid by the Plan. YOU or YOUR TPA shall account to US for all amounts recovered. If YOU fail to pursue any action against a third party and WE have made benefit payments under this policy, WE will be subrogated to all of YOUR rights to make recoveries. YOU are required to cooperate fully and do all things necessary and required for US to pursue any action to recover against the third party.

Any amounts recovered by YOU, YOUR TPA, or the Covered Person in such action shall be used first to reimburse US for any benefit payments made on behalf of any Covered Person, and then to reimburse the expenses of recovery. Any amounts recovered by US shall be used to reimburse US for any amount that WE may have paid or become liable to reimburse to YOU under the terms of this policy, and then to reimburse the expenses of collection. All remaining amounts shall be paid to YOU. If WE have reimbursed YOU for all or part of a particular loss and YOU or YOUR Plan later recover for that loss from a third party, YOU must repay US to the extent of OUR reimbursements, regardless of whether this Policy is still in force on the date YOU recover.

In the event YOU or YOUR TPA do not consider a third party to be liable for certain claims Paid under YOUR Plan but WE do, WE shall be subrogated to all of YOUR rights to make recoveries for such claims.

Notice of Appeal

Any objection, notice of legal action, or complaint received on a claim processed under YOUR Plan on which it reasonably appears an Excess Loss benefit will be payable to YOU under this Policy shall be brought to the immediate attention of OUR Underwriting Office.

**SECTION XI
GENERAL PROVISIONS**

Taxes

If premium taxes should be assessed against YOU with respect to claims Paid under YOUR Plan, YOU shall hold US harmless from any tax liability.

Entire Contract

This entire contract consists of:

1. this Policy, including any Endorsements;
2. YOUR Application/Schedule and any attachments thereto, a copy of which is attached to this Policy; and
3. a copy of YOUR Plan.

All statements made by YOU or any Covered Person are, in the absence of fraud, understood to be representations and not warranties. Such statements will not be used to contest coverage unless contained in the Application/Schedule or any attachments to the Application/Schedule.

In case of a conflict between the Plan and this Policy, this Policy will prevail. WE have relied on the information YOU provided to issue this Policy. YOU represent such information is accurate. Should WE later learn such information was not correct, or in case of a substantial change in such information, WE may modify the Policy as of the Effective Date to reflect the correct information. Or, WE may terminate the policy on written notice as of the next premium due date.

Policy Nonparticipating

This policy does not entitle YOU to share in OUR earnings.

Records and Review

YOU and/or YOUR TPA must:

1. keep appropriate records regarding administration of YOUR Plan; (YOUR records include records held by YOUR TPA.)
2. allow US to review and copy, during normal business hours, all records affecting OUR liability under this Policy;
3. maintain records of all Covered Persons under the Plan during the Policy Period and for a period of seven years after the termination of this Policy; and
4. maintain a separate record of any and all amounts YOU pay that exceed or are not covered by the benefits under YOUR Plan.

As a result of any audit, WE may readjust premiums, attachment points or reimbursements to YOU as may be necessary to reflect YOUR and OUR original intent in issuing this Policy.

Clerical Error

If YOU or WE make a clerical error keeping records or calculating premiums or claims pertaining to this Policy, it will not invalidate this Policy. A clerical error will not expand OUR obligations under this Policy. A clerical error is a mistake in performing a clerical function, and does not include intentional acts or failure to comply with Plan or Policy provisions. A clerical error is not the failure to disclose the required disclosure of health history of Disabled Persons, Large Claims or Potentially Catastrophic Losses.

Changes to This Policy

Changes to this Policy may be made only by a Company officer or OUR Underwriting Office, with OUR approval. Any change must be by written Endorsement.

Changes to YOUR Plan

WE must be notified of any change to the Plan. This notice must be in writing and provided to US at least 31 days prior to the effective date of the change. WE must approve the change in writing before coverage affected by this change will be provided by this Policy. If WE do not receive advance written notice of the change, or WE decline coverage of the changes under this Policy, WE will be liable only for benefits provided by the Plan prior to the change. YOU must provide US with a copy of YOUR written Plan and all amendments prior to the time the change becomes effective.

Subsidiaries, Affiliated Companies Under YOUR Plan

YOU must notify US in the event YOU acquire a subsidiary or affiliated company that will be included under YOUR Plan. If YOU do acquire a subsidiary or affiliated company that will be included under YOUR Plan, YOU must disclose certain required health history on persons whose coverage YOU will be assuming under YOUR Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described in "Non-Disclosed Losses," in Section V.

Acquisition of a subsidiary or affiliated company that will be included under YOUR Plan may affect YOUR premium rates and/or Monthly Aggregate Excess Loss Factors, as described in "Changes in Premium Rates or Factors," in Section VII.

YOU must notify US in the event YOU cede or dissolve a subsidiary or affiliated company that was included under YOUR Plan. Failure to do so may subject this Policy to termination (if Minimum Plan Enrollment is not maintained), or may affect YOUR premium rates and/or Monthly Aggregate Excess Loss Factors, as described in "Changes in Premium Rates or Factors," in Section VII.

Duties and Responsibilities of YOUR Designated Third-Party Administrator (TPA)

YOUR TPA must be approved by US.

WE agree to recognize YOUR TPA as YOUR agent for the administration of YOUR Plan. YOU agree that YOUR TPA will:

1. audit, calculate and pay all claims eligible under the Plan;
2. prepare reports required by US and keep and make available to US data WE may require; and
3. do what is necessary for YOU to comply with the terms of this Policy.

If YOU give YOUR TPA a Power of Attorney, or revoke a Power of Attorney, neither is binding on US until WE receive it.

YOU will pay YOUR TPA for all administrative functions performed in relation to this Policy.

YOUR TPA is YOUR agent and not OURS. YOU authorize YOUR TPA to:

1. submit Notice/Proof of Loss;
2. certify the payment of claims;
3. transmit reports and payment of premiums to US; and
4. receive payments from US.

Payments by US to YOUR TPA are payments to YOU.

All premium payments will be made payable to US, not YOUR TPA.

Notice

For the purpose of any notice required from US under the terms of this Policy, notice to YOUR TPA is notice to YOU and notice to YOU is notice to YOUR TPA.

Disclaimer

WE act only as a provider of Excess Loss Insurance coverage to YOUR Plan. WE are not a fiduciary. WE do not assume any duty to perform any of the functions or provide any of the reports required by the Employee Retirement Income Security Act of 1974, as amended.

WE have no right or obligation to pay any Covered Person or provider of professional or medical services. OUR sole liability is to YOU, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit a Covered Person to have a direct right of action against US. WE will not be considered a party to YOUR Plan or to any supplement or amendment to it.

Indemnification, Defense and Hold Harmless

YOU agree to indemnify, defend and hold US harmless from:

1. any liability related to any negligence, error, omission or defalcation by YOUR TPA;
2. any liability related to:
 - a. any dispute involving a Covered Person unless it is a result of OUR sole negligence or intentional wrongful acts; and
 - b. any State premium taxes WE are assessed with respect to funds paid by or to YOU under YOUR Plan. Taxes on amounts paid to US as premiums for this Policy are excluded.

WE will notify YOU if YOU have obligations. WE may participate in the defense at OUR expense. If YOU do not act promptly, WE may defend and compromise or settle the claim or other matter on YOUR behalf, for YOUR account, and at YOUR risk.

Offset

WE may offset payments due YOU under this Policy against claim overpayments and premiums due and unpaid.

Assignment

YOU may not assign any of YOUR rights under this Policy.

Severability

Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Policy invalid.

Insolvency

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan or arrangement with creditors, or dissolution of YOU or YOUR TPA:

1. will not impose upon US any liability or additional duties other than those defined and provided for in this Policy; (For example, WE will have no responsibility to pay claims for YOUR Plan to ensure reimbursement under this Policy.) and
2. will not make US liable to YOUR creditors, including Covered Persons.

Claims under YOUR Plan must continue to be funded and Paid within contractual time frames in order to be eligible for reimbursement under this Policy.

Parties To This Policy

YOU and WE are the only parties to this Policy. OUR sole liability under this Policy is to YOU. This Policy does not create any right or legal relation between US and a Covered Person under YOUR Plan. This Policy will not make US a party to any agreement between YOU and YOUR TPA.

Physical Examination and Medical Evidence

WE may require any medical evidence or other information, including a physical examination or health statement, regarding any Covered Person:

1. who submits an enrollment card for coverage under the Plan more than 31 days after completing the waiting period specified in the Plan. Such examination shall be provided without expense to US; or
2. for whom YOU have Paid a claim under the Plan and submitted such claim for reimbursement under this Policy. Such examination or evidence shall be provided as often as is reasonably necessary.

EXHIBIT I

Potentially Catastrophic Losses (PCL's). Claims which qualify as PCL's are listed below. WE reserve the right to add to or delete from this list of PCL's with 31 days advance written notice to YOU.

HIGH RISK PREGNANCY AND PRE-TERM/NEONATAL

- Premature births - weighing under four pounds and/or less than 36 weeks gestation
- Multiple births (three or more infants) or expected multiple births
- Abnormal respiration/respiratory failure (APNEA)
- Congenital heart defects:
 - Ventricular and atrial septal
 - Patent ductus arteriosus
- Congenital disorders:
 - Spina-Bifida
 - Encephalocele
 - Cephalohematoma
 - Hyaline Membrane Disease
- Birth injuries or major birth traumas
- Congenital Anomalies of Digestive System
- Lack of Expected Normal Physiological Development
- Maternal causes of Prenatal Morbidity and Mortality
- Other conditions originating in the Perinatal Period

CATASTROPHIC DISEASES AND ILLNESSES

- Renal dysfunction/failure, including dialysis treatment
- Cerebral vascular accident (stroke)
- Diabetes with complications

TRAUMA

- Spinal cord injuries
- Coma
- Massive internal injuries
- Traumatic brain injury
- Brain lesion or tumors
- Multiple or serious fractures
- Severe burns (10% or more of the body with 3rd degree burns, or 30% of the body with 2nd degree burns)
- Trauma to the elderly or chronically ill
- Paralysis of any kind

DISEASE OF THE HEART AND PERICARDIUM

- Myocardial infarction
- Myocarditis
- Coronary Artery Disease
- Multiple Bypass
- Cardiomyopathy

CANCER

HIV Positive or AIDS (Acquired Immune Deficiency Syndrome) Related Illnesses, such as:

- Kaposi's sarcoma
- Cytomegalovirus
- Pneumocystis carinii pneumonia

ORGAN, TISSUE, BONE MARROW, OR STEM CELL TRANSPLANT EVALUATION, PROCEDURE OR SURGERY

EXTENDED ILLNESS OR INJURY

- Chronic Liver Disease
- Multiple Sclerosis or Muscular Dystrophy or Cystic Fibrosis or Cerebral Palsy or Degenerative Muscular Disease
- Any illness or injury which requires intensive and prolonged treatment (such as nutritional support systems, intravenous therapies, and ventilators)

- Continuous hospitalization of 2 weeks or more
- Amputations
- Any serious condition which the Employer or the TPA thinks may require Large Claim Management.
- Home health care greater than 20 days
- Hospitalization of \$40,000 or more
- Interim/Cycle hospital billings
- Hospitalization during pregnancy, prior to delivery, or for high-risk pregnancy.
- Mental disorders requiring hospital confinement
- Hepatitis C
- Multiple hospitalizations of three or more per year.
- Inpatient admission greater than 10 days.

Order#79 – Agenda #74

In the Matter of Sign-In Sheet from the Bidders Conference held on February 1, 2006.

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the Sign-In Sheet from the Bidders Conference held on February 1, 2006. Motion passed 3-0.

Order#80 – Agenda #75

In the Matter of Amendment to Printing Class 2 to be ratified.

Scheub made a motion, seconded by Clay, to approve the Amendment to Printing Class 2 to be ratified. Motion passed 3-0.

Order#81 – Agenda #76

In the Matter of Fax Confirmation Sheets concerning Amendment to Printing Class 2.

Scheub made a motion, seconded by Clay, to accept and make a matter of public record the Fax Confirmation Sheets concerning Amendment to Printing Class 2. Motion passed 3-0.

Order#82 – Agenda#77

In the Matter of Bids for Printing Class 1, 2, 4, 5 & 8 for Various County Offices and Departments for the year 2006.

This being the day, time and place for the receiving of bids for Printing Class 1, 2, 4, 5 & 8 for the year 2006 for the Various County Offices and Departments, the following bids were received:

Haywood Printing Co.	Class 1 = \$18,425.00 Class 2 = \$44,475.00 Class 4 = \$3,515.10 Class 5 = \$43,414.00 Class 8 = \$60,284.30	Sheffield Press P & I, Inc.	Class 2 = \$39,317.70 Class 8 = \$47,272.50
A-1 Union Graphics, Inc.	Class 2 = \$33,419.00 Class 4 = \$3,313.00 Class 5 = \$41,090.75	P & H Printing	Class 4 = \$5,603.00 Class 8 = \$37,395.25

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Purchasing Agent for tabulation and recommendation. Motion passed 3-0.

Order#83 – Agenda #78

In the Matter of Board of Commissioners – Consulting Contract with J.M. Bennett Associates, Inc. for the year 2006 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Clay, to approve the Consulting Contract between the Board of Commissioners and J.M. Bennett Associates, Inc. for the year 2006 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

Order#83 – Agenda #78 (Cont'd)

THIS AGREEMENT, entered into 15th day of February, 2006 Effective from January 1, 2006 to December 31, 2006 by and between J.M. BENNETT ASSOCIATES, INC., (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Consultant shall attend and be present at all Lake County Commissioners meetings.
 - B. Consultant shall attend and be present at all Lake County Council meetings and make an executive summary report in writing to the Board of Commissioners of the county of Lake the day after the County Council meetings regarding action taken at the Lake County Council meetings.
 - C. Consultant shall work with the Lake County Commissioners Bookkeeper to prepare all Commissioners requests to the Lake County Council for budget transfers and/or appropriation requests.
 - D. Consultant shall prepare such financial and managerial reports, evaluations and recommendations as are requested by the Unit of Government.
 - E. Consultant shall aid in preparation of budgets and reports as needed.
 - F. Consultant shall represent the Unit of Government at whatever level that is required by that Unit.
 - G. Consultant shall represent the Unit of Government at financial hearings, T.A.B. hearings and to follow-up with whatever action is deemed necessary to appeal under state statute.
 - H. Consultant shall retain ownership of all Software designed by the Consultant and documents which results from the design. The Unit of Government shall retain ownership of all documents which result from the performance of service under the Contract.
 - I. Consultant shall maintain record to show actual time involved in writing.
 - J. Consultant shall notify the County in writing of any conflict of interest of any kind whatsoever that may exist when making any recommendation to include but not limited to any conflict that might arise under I.C. 5-16-11.
 - K. Consultant shall devote such hours as are necessary to perform the service listed above.
 - L. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - M. Consultant reports directly to the Board, Official and/or person represented.
 - N. Consultant shall oversee the activities of the Commissioners Bookkeeping Department to ensure that Commissioners expenditures conform with budget requirements and that invoices are being paid in a timely fashion.
 - O. Consultant shall include the following detailed information on invoices:
 - v. Indicate date of service.
 - vi. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - vii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - viii. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty-Five Thousand Dollars (\$35,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Order#83 – Agenda #78 (Cont'd)

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
CROWN POINT, IN 46307
(219) 755-3200

J.M. BENNETT & ASSOCIATES, INC.
1403 SNEAD AVENUE
CHESTERTON, IN 46304
(219) 712-3830 (OFFICE)
(219) 926-1336 (FAX)

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
RUDOLPH CLAY
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
J.M. BENNETT & ASSOCIATES, INC.

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#84 – Agenda #79

In the Matter of Board of Commissioners – Consulting Services Agreement with Shared Resource Solutions, Inc. for the period of March 1, 2006 to February 28, 2007 in an amount not to exceed \$40,000.00 at the rate of \$75.00 per hour.

Scheub made a motion, seconded by DuPey, (as long as part of the motion does not include the elimination of two positions), to approve the Consulting Services Agreement between the Board of Commissioners of the County of Lake and Shared Resource Solutions, Inc. for the period of March 1, 2006 to February 28, 2007 in an amount not to exceed \$40,000.00 at the rate of \$75.00 per hour. Motion passed 2-1, Commissioner Clay against.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of this 15 day of February, 2006, by and between the Lake County Board of Commissioners ("Lake County"), representing county government under the laws of the State of Indiana, and Shared Resource Solutions, Inc. ("Shared Resource"), an Indiana corporation maintaining its headquarters in Hammond, Indiana.

WHEREAS, Lake County desires to retain the services of a professional business consultant to provide counseling with respect to certain matters related to human resources; and

WHEREAS, Shared Resource Solutions, Inc., an Indiana corporation headquartered in Hammond, Indiana, desires to perform such services in exchange for mutually agreed upon compensation.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Nature and Scope of Services:

Shared Resource shall assist Lake County in the handling of human resource issues by providing advice, information and assistance with human resource matters, including the development of policy and procedure, compliance with federal and state employee laws and regulations, safety issues and other related matters.

2. Timing of Performance:

The Services shall be performed by Shared Resource pursuant to the terms of a mutually agreed upon Schedule of Performance.

3. Compensation:

3.1 Beginning in the first month that Services are performed hereunder, Lake County shall pay the consultant a fee of \$40,000.00 for a twelve month period commencing March 1, 2006 and ending with February 28, 2007.

3.2 All charges shall be billed for at an hourly rate of \$75.00 per hour, in increments of one quarter hour. Lake County shall pay all invoices in full within sixty (60) days of receipt.

4. Primary Contact:

Lake County designates _____, as the primary contact with Shared Resource. Lake County may change its primary contact at any time by giving written notice to Shared Resource.

5. Relationship of the Parties:

Shared Resource acknowledges and agrees that it is an independent contractor and that nothing shall create any employee or other relationship besides that of a legal and binding contract for consulting services. As an independent contractor, Shared Resource is solely responsible for the payment of any and all taxes for payments received by Shared Resource including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, Shared Resource acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

6. Warranties and Representations of the Parties:

6.1 Shared Resource represents and warrants that it is duly licensed to perform the Services and in compliance with all applicable laws, rules, and regulations.

7. Disclaimer:

Shared Resource does not engage in the practice of law and specifically disclaims any and all responsibility for the compliance of Lake County with any State or Federal employment laws or regulations that may be applicable to the Services, whether now existing or subsequently arising.

8. Indemnification:

Lake County agrees to hold Shared Resource harmless against any and all lawsuits, claims, demands, or other causes of actions brought against Shared Resource by employees of Lake County in connection with or arising out of Shared Resource's performance of the Services. Shared Resource agrees to cooperate fully with Lake County in its defense of any claims brought against Lake County or Shared Resource by employees of Lake County in connection with or arising out of the Services.

9. Confidential Information:

9.1 Shared Resource acknowledges that in connection with its performance of the Services, Shared Resource may have access to certain information and documents, including without limitation, internal memoranda, personnel matters, and confidential conversations, which Shared Resource knows or understands to be proprietary and confidential to Lake County. In

addition, Lake County acknowledges that in connection with its receipt of the Services Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of Shared Resource; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of Shared Resource shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or to Shared Resource, "Confidential Information".)

- 9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the time it was disclosed; (b) is disclosed pursuant to the written approval of the other party, (c) becomes known from a source outside this Agreement, or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

10. General Provisions:

- 10.1 Waiver. The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision nor prevent a party thereafter from enforcing that provision or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one shall not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

10.2 Notices.

All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is given or within seventy-two (72) hours after mailing if mailed, certified mail, first class, postage prepaid, as follows:

TO SHARED RESOURCE SOLUTIONS, INC:

Thomas P. Dabertin
President
Shared Resource Solutions, Inc.
5246 hohman Avenue, Suite 305
Hammond, Indiana 46320

TO LAKE COUNTY:

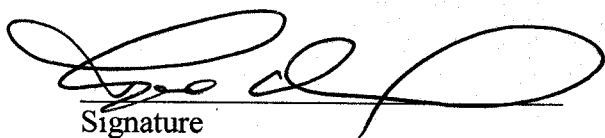
- 1.0.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
- 10.4 Merger of Prior Agreements and Understandings. This Agreement supercedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.
- 10.5 Covenant of Good Faith. The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

11. Governing Law:

This Agreement shall be construed and enforced in accordance with the laws of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

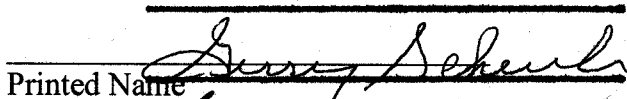
SHARED RESOURCE SOLUTIONS, INC. LAKE COUNTY


Signature

Thomas Dabertin
Printed Name

President
Title

Signature BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


Printed Name

Frances DuBois
APPROVED THIS 15 DAY OF FEB 20 06
Title

Order#85 -Agenda #81

In the Matter of Amnesty Arrangement for Hermits Lake/Center Utilities Sewer Bills.

Scheub made a motion, seconded by DuPey, to approve the Amnesty Arrangement for Hermits Lake/Center Utilities Sewer Bills. Motion passed 3-0.

Order#86 – Agenda #82

In the Matter of Motorcycle Safety Division request for continued use of Lake County Government Center for motorcycle safety training.

Scheub made a motion, seconded by DuPey, to approve the Motorcycle Safety Division request for continued use of Lake County Government Center for motorcycle safety training. Motion passed 3-0.

Order#87 – Agenda #83

In the Matter of 2006 Attorney Staff Assignments/Compensation.

Scheub made a motion, seconded by DuPey, to approve the 2006 Attorney Staff Assignments/Compensation. Motion passed 3-0.

OFFICE OF THE ATTORNEY TO THE BOARD OF COMMISSIONERS
APPROVED SUBJECT TO COUNCIL ORDINANCE 1077-C-3
2006 ATTORNEY STAFF ASSIGNMENTS / COMPENSATION****

APPROVAL OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE RUDOLPH CLAY, PRESIDENT	
FRANCES DuPEY	<i>Frances DuPeay</i>
GERRY SCHEUR	<i>Gerry Scheur</i>
APPROVED THIS 15 DAY OF February, 2006	

John S. Dull***** 8300 Broadway, G-1 Merrillville IN 46410 jsdull@yahoo.com	<u>Commissioners' Attorney</u> Attorney for the Board of Commissioners Administrative Assistant to the Commissioners Building Manager's Office Finance Board Commissioners Meetings *Drainage Board Purchasing *Bonds / TAW/Loans	Phone 219-769-2875 Fax 219-769-1134 Pager 219-755-7870
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Joseph S. Irak** 9219 Broadway Merrillville IN 46410	At County on Wednesdays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney</u> Fairgrounds Plan Commission Board of Zoning Appeals Pipelines and Utilities Contractors Licensing Board Plan Commission Enforcement Health Department Enforcement Township Assessors of Cedar Creek, Center, Eagle Creek, Hanover, Hobart, Ross, St. John, West Creek and Winfield At County on Mondays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney - Contract</u>	Phone 219-769-4552 Fax 219-769-3875 Pager 219-752-2751
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Clorius Lay** P O Box M-886 Gary, IN 46401	Public Works Labor Attorney Recorder Mail Room Veterans Services Weights and Measures Grievance Review Board All Bankruptcy Cases (representing all county entities) Any elected official or county agency not specifically identified Quiet Title and Treasurer Perfection for all County entities At County on Tuesdays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney</u>	Phone 219-883-8538 Fax 219-886-1201
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Mark Thiros** 200 E 90th Drive Merrillville IN 46410	Auditor matters, except for those matters under contract to Auditor Highway Poor Relief Hearing Officer Calumet Township Assessor, except for those matters under contract to Township Assessor Lake County Assessor, except for those matters under contract Lake County Combined Juvenile Detention Center Lake County Public Records Commission Hermits Lake At County on Fridays from 8:30 a.m. to 4:30 p.m.	Phone 219-769-1600 Fax 219-738-3769 Pager 219-752-2738
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* Commissioners' attorney acts as independent contractor for Drainage Board and Bonds/TAW/Loans. These duties are separate from other Commissioners' attorney assignments.

** Assistant attorneys do not report to Commissioners' attorney in representing these clients but act as independent contractors.

*** Compensation in accordance with county salary schedule plus legal services as follows: (1) \$50,763 [salary] and \$22,500 [413110 Legal Services] for Commissioners' Attorney; (2) \$27,864 [salary] and \$7,500 [413110 Legal Services] for each Assistant Attorney on Commissioners' staff.

**** IC 36-2-2-30 Employment of attorney to represent and advise executive Sec. 30. (a) the executive may employ and fix the compensation of an attorney to represent and advise the executive. (b) For the purposes of Section 9, Article 2 of the Constitution of the State of Indiana, employment by a county executive as an attorney does not constitute a lucrative office.

***** Commissioners' attorney to assign schedule of working days and on-call days for all commissioners' assistant attorneys to be made a matter of public record at a Commissioners' meeting.

† Trial litigation paid for out of Self-Insurance fund is not a part of any attorney's job assignment. These are compensated for separately

Note: Each attorney shall meet with the elected official and/or department head of an assigned area and establish a procedure which shall include as a minimum the following: (1) weekly meetings in person with the elected official and/or department head at such times scheduled by the elected official and/or department head; (2) establish a procedure so that the attorney can be reached in an emergency; (3) ensure that the elected official and/or department head receives copies of all essential correspondence; and (4) any other procedure necessary for the efficient operation of the area. (Approved Feb.5, 2003)

Order#88 – Agenda #84

In the Matter of Official Bond, John E. Patalas, Lake County Treasurer.

Scheub made a motion, seconded by DuPey, to approve the Official Bond, John E. Patalas, Lake County Treasurer. Motion passed 3-0.

Order#89 – Agenda #85

In the Matter of Riverwalk Subrecipient Agreement.

Scheub made a motion, seconded by DuPey, to approve the Riverwalk Subrecipient Agreement. Motion passed 3-0.

Order#90 – Agenda #86

In the Matter of Notice of Executive Session to be held Wednesday, February 15, 2006 at 1200 p.m.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the Notice of Executive Session to be held Wednesday, February 15, 2006 at 1200 p.m. Motion passed 3-0.

Order#91 – Agenda #87

In the Matter of Commissioners Quit Claim Deed – Shirley Heinze Land Trust, Inc.

DuPey made a motion, seconded by Scheub, to approve the Commissioners Quit Claim Deed – Shirley Heinze Land Trust, Inc. Motion passed 3-0.

Order#92 – Agenda #88

In the Matter of Wind Farms.

DuPey made a motion, seconded by Clay, to deny Bill Henderson going to view the Wind Farms. Motion passed 3-0.

ADD Order#93 – Agenda #88A

In the Matter of Lanier Brand Photocopier Maintenance Bid for the Lake County Public Works Department.

This Matter dies for a lack of a motion.

Order#94 – Agenda #95A

In the Matter of Appointments – Lake County Board of Health.

DuPey made a motion, seconded by Scheub, to appoint Dr. Troy Stovall to the Lake County Board of Health. Motion passed 3-0.

Order#95 – Agenda #89A

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, December 14, 2005.

DuPey made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, December 14, 2005. Motion passed 3-0.

Order#96 – Agenda #90

In the Matter of Poor Relief Decisions.

DuPey made a motion, seconded by Scheub, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 3-0.

- | | |
|-------------------|--|
| Annetta Howard | -Approved. |
| Corinda Williams | -Approved. Denied. |
| Sharon Batiste | -Approved on condition. |
| James Johnson | -Approved on condition. |
| Frankie Willis | -Approved. |
| Lasheena Moore | -Approved on condition. |
| Michelle Walker | -Denied. |
| Francisco Aleman | -Approved on condition. |
| Latonya Tubbs | -Approved on condition. |
| Kirkland Taylor | -Approved. |
| Lorainne Bradley | -Approved on condition. |
| S. Peyton | -Denied for appellant's failure to appear. |
| T. Mayo | -Denied for appellant's failure to appear. |
| C. Over | -Denied for appellant's failure to appear. |
| Awilda Pedrogo | -Approved on condition. |
| Pondanien Mocierf | -Approved on condition. |

Order#96 – Agenda #90 (Cont'd)

Beatrice Adams	-Approved.
Debora Panayotovich	-Approved on condition.
Dante Moore	-Approved. Denied.
Freeman Bacus	-Approved.
Michelle Morris	-Denied.
Phillip Kline	-Approved on condition.
Beatrice Henderson	-Approved. Denied.
Michael Robinson	-Approved.
Georgia Walter	-Approved.
Larry Butler	-Approved. Denied.
Marquita Holman	-Approved.
Vireuse Ellas	-Denied.
Sherry Traylor	-Approved. Denied.
T. Redmond	-Denied for appellant's failure to appear.
C. Taylor	-Denied for appellant's failure to appear.
R. Norman	-Denied for appellant's failure to appear.
K. Walker	-Denied for appellant's failure to appear.
M. Heath	-Denied for appellant's failure to appear.
Patricia Green	-Approved on condition.
Alisa Carter	-Approved. Approved on condition. Denied.
Barbara Cross	-Denied.
Lorenzo Allen	-Approved.
Kathy Cezar	-Approved.
Benjamin Scott	-Denied.
Beverly Eddings	-Denied.
R. Manuel	-Denied for appellant's failure to appear.
T. Carprue	-Denied for appellant's failure to appear.
G. Reed	-Denied for appellant's failure to appear.
M. Montgomery	-Denied for appellant's failure to appear.
Christine Johnson	-Approved on condition.
Marqueva Price	-Approved. Denied.
Misty Thompson	-Approved on condition.
Myrtis Jones	-Approved. Approved on condition.
William Hudson	-Approved on condition.
Teresa Jones	-Approved.
Tamika Jones	-Approved.
Candice Johnson	-Denied.
Phyllis Evans	-Approved.
Cleotha Sawyer	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown.
Angela Knight	-Approved on condition.
Alenza McCullom	-Approved.
James Everly	-Approved on condition.
M. Golub	-Denied for appellant's failure to appear.
Joe Carter	-Approved. Approved on condition.
Katherin Costello	-Approved. Denied.
Katherine Curry	-Approved on condition.
Lashandra Hudson	-Approved on condition.
Tameca Robinson	-Approved.
Valerie McClendon	-Approved on condition.
Michael Mitchell	-Approved on condition.
Glenn Eggleston	-Approved on condition.
Kaliah Baker	-Approved on condition.
Cardell Woodard	-Approved. Approved on condition.
Diane Mallory	-Approved on condition.
Collette Chambers	-Approved.
Antionette Hines	-Denied.
Naomi Granger	-Approved.
William Cosarch	-Approved on condition.
Shadell Peyton	-Denied for appellant's failure to appear.
Albert Winston	-Denied for appellant's failure to appear.
Alice Walker	-Approved.
Fredra Pulliam	-Approved. Denied.
Candice Taylor	-Approved.
Ritha Bennett	-Approved on condition. Denied.
Roberta Hill	-Approved on condition.
Darmecia Jordan	-Approved on condition. Denied.
Cynthia Gibson	-Denied.
Cherdronda Fillers	-Denied.
Eric Parker	-Approved.
Christie Jones	-Approved on condition. Denied.
Verna Holman	-Approved.
L. Gillmore	-Denied for appellant's failure to appear.
Nettie Stewart	-Approved on condition.
Donald Mitchell	-Approved on condition.
Bernadette Mahone	-Approved. Denied.
Waltor McGee	-Approved.
Johnnie Johnson	-Approved. Approved on condition.
Juan Medina	-Approved on condition. Denied.
Carolynn Naugher	-Approved.
Michelle Jackson	-Approved.
Wilma Robinson	-Approved on condition.
Santoria Johnson	-Approved, Approved on condition.

Order#96 – Agenda #90

Tamiko Jackson	-Approved. Denied.
Robert Montgomery	-Approved.
Cynthia Lynch	-Approved.
Janine Williams	-Approved.
W. Hines	-Denied for appellant's failure to appear.
M. McClellan	-Denied for appellant's failure to appear.
Gracian Brown	-Approved.
Joseph Smith	-Approved.
Kevin Ellis	-Approved.
John Anderson	-Approved.
Herbert Shoffner	-Approved.
Tashawnd Willis	-Approved on condition.
Carmen Figueroa	-Approved.
Fred Martin	-Approved on condition.
Edward Thompson	-Denied.
L. Baggett	-Denied for appellant's failure to appear.
A. Taylor	-Denied for appellant's failure to appear.
N. Fuller	-Denied for appellant's failure to appear.
D. Thomas	-Denied for appellant's failure to appear.
A. Neal	-Denied for appellant's failure to appear.
L. Willis	-Denied for appellant's failure to appear.
C. Spence	-Denied for appellant's failure to appear.
Christopher Allen	-Approved on condition.
Dana Deaver	-Approved on condition.
Marshalett Chase	-Denied.
Florene Chan	-Approved. Denied.
Debora Stokes	-Approved. Denied.
Ehtel Ward	-Approved. Approved on condition.
Ronald Schoos	-Denied.
Sonya Owens	-Approved on condition.
Damion Reedus	-Approved on condition.
Sharon Bunn	-Approved.
Elaine Willis	-Approved. Approved on condition. Denied.
Salina Brown	-Approved on condition. Denied.
Donal Davis	-Approved.
Angela Stewart	-Approved.
Sandra Maitlind	-Approved.
Annie McGowan	-Approved. Approved on condition.
Kathy Black	-Approved on condition.
C. Burts	-Denied for appellant's failure to appear.
Teresa Norman	-Approved on condition.
Renee Aguilera	-Approved on condition.
Michelle Subeh	-Approved on condition.
Elain Hines	-Approved. Approved on condition.
Michael Gay, Sr.	-Approved. Approved on condition.
Bernique Joanes	-Approved on condition.
Alberta Redmond	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Sharon Lowe	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Howard Brown	-Approved.
Lisa Brown	-Denied.
John McGhee	-Approved. Remanded to township for further consideration and review.
Charles Mathis	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Kim Posley	-Approved. Approved on condition.
Wilma Broback	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Hortinthia Hughes	-Approved.
Jessica Morgan	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Sharon Raymond	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Judia Hayes	-Approved on condition.
Mya Brown	-Approved on condition.
Eleise Greenwood	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Gloria Lewis	-Approved on condition.
Charlene Mack	-Approved.
Hazel Johnson	-Approved. Denied.
William Kosarch	-Denied.
Dominique Mackemore	-Approved.
Renetta Jones	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Virgin Dejesus	-Approved. Denied.
Jutoi Hoskin	-Denied.
Katrina McDonald	-Denied.
Veltor Cotton	-Denied.
Nathaniel Barnes	-Approved. Denied.
Charles Ridley	-Approved on condition. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through April 2006.
Revinia Brewer	-Denied.
Antonia Bowman	-Approved.

Order#97 – Agenda #91

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, February 15, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, February 15, 2006. to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order#98 – Agenda #92

In the Matter of Vendor Qualification Affidavits.

DuPey made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

MEDQUIST INC.
 APPLIED LEADERSHIP SERVICES INC.
 J B R INC.
 LIGHTS CAMERA & ACTION
 CRIME SCENE & STATEMENT ANALYSIS
 STIGLER, NANETTA
 LITTLE CAESARS PIZZA
 JAN CRYSTALS
 STANLEY SECURITY SOLUTIONS
 ALBERTSON/PURCHASE ADVANTAGE CARD
 PROSLINK, INC.
 LIFE FITNESS
 ACCESS FORENSIC LAB

Order#99 – Agenda #93

In the Matter of Service Agreements.

DuPey made a motion, seconded by Scheub, to approve the following Service Agreements. Motion passed 3-0.

L.C. CLERK	W/	McShane's, Inc. Gateway Business Systems, Inc. Microfilming Contract
L.C. COMMUNITY CORRECTIONS	W/	Noble Communications Gateway Business Systems, Inc.
L.C. CORONER	W/	Landauer, Inc. Noble Communications
L.C. COUNCIL	W/	Noble Communications Chester Technologies, Inc.
L.C. CRIMINAL COURT	W/	Tri-Electronics
L.C. ENGINEERS DEPT.	W/	Patten Power System
L.C. JUVENILE CENTER	W/	Tri-Electronics McShanes
L.C. JUVENILE COURT	W/	Vanguard System, Inc. Direct Data
L.C. MAILROOM	W/	Indiana Mailing System Hasler
L.C. PROSECUTOR	W/	Chester Technologies, Inc.
L.C. PUBLIC WORKS DEPT.	W/	Noble Communications
L.C. SHERIFF	W/	Tri-Electronics, Inc.

Order#100 – Agenda #94

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1270A-3.

Scheub made a motion, seconded by Clay, to approve the L.C. Council Ordinance No. 1270A-3, Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A. Motion passed 2-0, Commissioner DuPey absent.

ORDINANCE NO. 1270A-3

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME
EMPLOYEES PAY RATE ORDINANCE FOR 2006. ORDINANCE NO. 1270A

WHEREAS, on December 13, 2005, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A; and

WHEREAS, the Lake County Council now desires to amend the Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be added and adopted as follows:

DELETE:

Section III.

- 24. Lake Circuit Court
Therapist (maximum 15 hours per week) \$30.00/hr.

INSERT:

Section III.

- 24. Lake Circuit Court
Therapist (maximum 16 hours per week) \$30.00/hr.

SO ORDAINED THIS 14TH DAY OF FEBRUARY, 2006.

[Signature]
WILL A. SMITH, JR., President

[Signature]
RON TABACZANSKI

[Signature]
THOMAS O'DONNELL

[Signature]
ELSIE FRANKLIN

[Signature]
LARRY BLANCHARD

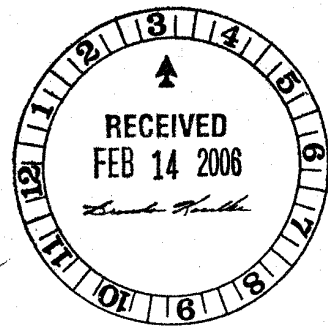
[Signature]
CHRISTINE CID

[Signature]
DONALD POTREBIC

Members of the Lake County Council

[Signature]
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
APPROVED THIS 15 DAY OF Feb 2006



Order#101 – Agenda #96A

In the Matter of Weights and Measures Report for period of December 16, 2005 – January 15, 2006.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Periods 12/16/05 – 01/15/06. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Clay, to accept the above Weights and Measures Reports of 12/16/05 – 01/15/06 as submitted. Motion passed 2-0, Commissioner DuPey absent.

Order#102

In the Matter of NIPSCO.

Scheub made a motion, seconded by Clay, to approve John Dull to start investigating NIPSCO's billings for December and January to make sure they wasn't over charging for their natural gas and electric. Motion passed 2-0, Commissioner DuPey absent.

Order#103 – Agenda #95B

In the Matter of Appointments – Lake County Alcoholic Beverage Board.

Scheub made a motion, seconded by Clay, to appoint Ron Mayersky to the Lake County Alcoholic Beverage Board. Motion passed 2-0, Commissioner DuPey absent.

The following officials were Present:

Attorney John Dull
Dan Ombac
Jim Bennett
Marcus Malczewski
Bill Henderson
Brenda Koselke
Tom Yancy

The next Board of Commissioners Meeting will be held on Wednesday, March 15, 2006 at 10:00 A.M.

There being no further business before the Board at this time, Scheub made a motion, seconded by Clay, to adjourn.

RUDOLPH CLAY, PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR