The Board met in due form with the following members present: Michael Repay and Kyle W. Allen, Sr. They passed the following orders, to wit

The Pledge was given and Roll Call was made.

A courtesy copy of the agenda and notice of this meeting was emailed by Matthew Cruz to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 30th day of November, 2020 at about 9:50 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 30^h day of November, 2020 at about 9:50 a.m.

Public Virtual Conference: WebEx .com Meeting ID: 132 007 0830 Password: commissioners

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections: listed below.

Allen made a motion, seconded by Tippy, to approve Agenda as amended and read into the record by the County Attorney. Motion carried 3-0.

Additions, Deletions, Corrections

- 2.1 Commissioners: High Mast Lighting repair from MJ Electric in the amount of \$45,700.00 (Other quotes from Credent Quality Electric \$47,785 and Sweeney \$48,000)
- 2.2 Commissioners: Window Blinds for County Assessor's Office with Pulse in the amount of \$5,750.00 (Other quotes from Studio Floor and Tile \$7,679 and HDW was not responsive)
- 2.3 Remove: Purchasing: Letter of recommendation concerning Printing Classes 1, 2, 4, 5 & 8 for various County Offices and Departments for the year 2021 to Black Horse Enterprises as the lowest bidder

Order #2 Agenda #5

In the Matter of <u>Public Opening of Vendor Responses to Requests for Bids and Quotes: 5.1-5.4.</u>

Allen made a motion, seconded by Tippy, to approve the opening of Bids and Quotes in agenda items 5.1 -5.4. Motion carried 3-0.

Order #3 Agenda #8.1

In the Matter of <u>Action to Form Contracts: 8.1 Drainage Board: Peter Katic Legal Consultant to LC Drainage Board in the amount of \$5,880.00.</u>

Allen made a motion, seconded by Tippy, to approve agenda item 8.1, Peter Katic Legal Consultant to LC Drainage Board in the amount of \$5,880.00, on behalf of Lake County Surveyor for the year 2021. Motion carried 3-0.

Order #4 Agenda #8.2-8.4

In the Matter of <u>Action to Form Contracts: 8.2 Surveyor: 2021 Clifford Duggan Legal Consultant to Lake County Surveyor not to exceed \$19,000.00; 8.3 Surveyor: Turning Point Surveying, Inc. 2021 Contract not to exceed \$35,328.00; 8.4 Surveyor: Contract with DLZ Indiana LLC 2021 Consultant to Lake County Surveyor with a schedule of hourly prices.</u>

Allen made a motion, seconded by Tippy, to approve agenda item 8.2 8.3 and 8.4 on behalf of the Surveyor, listed below. Motion carried 3-0.

8.2 Surveyor: 2021 Clifford Duggan Legal Consultant to Lake County Surveyor not to exceed \$19,000.00

8.3 Surveyor: Turning Point Surveying, Inc. 2021 Contract not to exceed \$35,328.00

8.4 Surveyor: Contract with DLZ Indiana LLC 2021 Consultant to Lake County Surveyor with a schedule of hourly prices

Order #5 Agenda #8.5-8.6

In the Matter of <u>Action to Form Contracts: 8.5 Assessor: Janitorial Service Agreement between Sylvia Moon and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for the year 2021; 8.6 Assessor: CoStar Agreement for 2021 in an amount of \$20,340.</u>

Allen made a motion, seconded by Tippy, to approve agenda items 8.5 and 8.6, on behalf of Assessor, Contract for Janitorial Service between Sylvia Moon and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for the year 2021 and ordered same to approve Lake County Assessor Agreement with CoStar Realty Information, Inc. for 2021 in an amount of \$20,340 for six (6) licenses for CoStar Suite – Chicago Metro plan. Motion carried 3-0.

Order #6 Agenda #8.7-8.15

In the Matter of Action to Form Contracts: 8.7-8.15: Sheriff: listed below.

Allen made a motion, seconded by Tippy, to approve agenda item 8.17 through 8.15, on behalf of the Sheriff, listed below. Motion carried 3-0.

- 8.7 Sheriff: Contract with Michael Frampton. M.D., P.C. Jail Psychiatry Services Contract for 2021, not to exceed \$93,600.00 8.8 Sheriff: Contract with Keith Brian Douts, Jr., DDS Jail Dental Contract for 2021, not to exceed \$71,800.00 and payable at \$5,983.33/month
- 8.9 Sheriff: Contract with John M. Kopack Legal Services Agreement for 2021, not to exceed \$170,000.00 and payable at \$14,166.66/month
- 8.10 Sheriff: Legal Services Agreement for 2021 with Andreas Kyres/Alvarez Law Firm (Jail Warden). Not to exceed \$26,500.00, payable at the rate of \$2,208.33 per month

8.11 Sheriff: Legal Services Agreement for 2021 with Ronald Ostojic (Corrections Merit Board). Not to exceed \$7,500.00, payable at the rate of \$625.00 per month.

Order #6 Agenda #8.7-8.15

- 8.12 Sheriff: Legal Services Agreement 2021 Jewell Harris, Jr. (LCSD) not to exceed \$80,000.00, payable at\$6,666.66 per month
- 8.13 Sheriff: Legal Services Agreement 2021 John R. Cantrell (LCSD) not to exceed \$25,000, payable at the rate of \$2,083.33/month
- 8.14 Sheriff: Consulting Services 2021 Mark Purevich (LC Jail) not to exceed \$95,000.00, payable at the rate of \$7,916.66 per month
- 8.15 Sheriff: Legal Services Agreement 2021 Leon Sarkisian (Civil Division & Sheriff Sales) not to exceed \$53,000.00, payable at the rate of \$4,416.67 per month

Order #7 Agenda #8.16-8.19 & Agenda #8.21-8.25

In the Matter of Action to Form Contracts: **8.16** Sheriff: Request to Purchase Boat Package from Brig West Michigan in the amount of \$49,780 (Other quotes from Reed Yacht Sales \$52,750.00 and Wolf's Marine \$51,500.00); **8.17** Sheriff: Request to Purchase automotive lift for Sheriff's garage from JV Crane and Engineering in the amount of \$21,000.00 (Other quote from Northern Indiana Mechanical \$21,246.00); **8.18** Sheriff: Request to Purchase Police Vehicle from Kelly Automotive in the amount of \$36,003.00; **8.19** Sheriff: Request to purchase 2021 2 Person Person RZR from Maxim Power Sports in the amount of \$16,775.00 (Other quotes from Fear Powersports \$16,675.00 and Cozzy's Polaris \$20,599.00); **8.21** Sheriff: Autel Evo II Dual 640 Budle Drone including three batteries from Adorama \$9,455.00 (Other quotes from Advesure \$10,655 and DSLR Pros \$10,355.99); **8.22** Sheriff: Request to purchase 8 thermometer System Kiosks with Support Stands from Spin Touch Inc. in the amount of \$23,560.00 (Other quotes from Stalker Radar \$20,100.00 and Touchboards.com \$21,560.00, both do not include support stands); **8.23** Sheriff: Request to purchase six Ultralite Als Packages for CSI from Arrowhead in the amount of \$11,986.20 (Other quotes from Lynn Peavy \$12,008.00 and Tri Tech Forensivs \$11,994.00); **8.24** Sheriff: Purchase of Panorama SharkFin Antennas for CadlePoint router from Tri-Electronics in the amount of \$16,875.00 (Other quotes from AT&T First Net \$11,025.00 and 5G Store \$23,648.25); **8.25** Sheriff: Request to purchase 30 office chairs from Tib Office in the amount of \$12,265.00 (Other quotes from Gateway \$13,200 and Pulse \$12,600).

Comes now, Commissioner Tippy, to speak before the Board and made a motion to table item 8.16, 8.17, 8.18, 8.19, 8.21, 8.22, 8.23, 8.24 & 8.25, Allen seconded the motion with discussion, stated that he agreed with Commissioner Tippy's assessment and requests that any issues are addressed with the Sheriff so there's no languish, Tippy agreed, Repay concurred with both comments from Board members and spoke. Motion to table carried 3-0.

Order #8 Agenda #8.20

In the Matter of <u>Action to Form Contracts: 8.20 Sheriff: Colin Harms 2021 Consulting Contract (LCSD Spillman and L.T. Services)</u> not to exceed \$75,000.00, payable at the rate of \$6,250.00 per month.

Allen made a motion, seconded by Tippy, to approve agenda item 8.20, on behalf of Sheriff, Consulting Contract with Colin Harms (LCSD Spillman and L.T. Services) not to exceed \$75,000.00, payable at the rate of \$6,250.00 per month. Motion carried 3-0.

Order #9 Agenda #8.26-8.38

In the Matter of Action to Form Contracts: 8.26-8.38: Juvenile Court: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.26 through 8.38, on behalf of Juvenile Court, Contracts listed below. Motion carried 3-0.

8.26 Juvenile: Legal Services Agreement between Vasilia Bessie Pangere on behalf of the Lake County Juvenile Court for Indigent Counsel Services for the Lake County Title IV-D Court for the year 2021 in the amount not to exceed \$29,800.00 8.27 Juvenile: Legal Services Agreement with Deidre Monroe on behalf of the Lake County Juvenile Court for the year 2021 for Court Appeals in an amount not to exceed \$2,500.00

8.28 Juvenile: Per Diem Agreement with Larry Stassin on behalf of the Lake County Juvenile Court for the year 2021 for Court Appeals in an amount not to exceed \$2,500.00

8.29 Juvenile: Legal Services Agreement with Joann Franklin-Price on behalf of the Lake County Juvenile Court for the year 2021 for Court Appeals in an amount not to exceed \$2,500.00 per appeal

8.30 Juvenile: Legal Services Agreement with Renee Ortega on behalf of the Lake County Juvenile Court for the year 2021 for Court Appeals in an amount not to exceed \$2,500.00

8.31 Juvenile: Legal Services Agreement with Karyn Price on behalf of the Lake County Juvenile Court for the year 2021 for Court Appeals in an amount not to exceed \$2,500.00 per appeal

8.32 Juvenile: Consulting Contract between Karen Fajman-Nauracy and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 for Court Report Services in the amount of \$4.00 per page 8.33 Juvenile: Consulting Contract between Helen Galanos and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for the year 2021 for Court Reporter Services in the amount of \$4.00 per page

8.34 Juvenile: Consulting Contract between Betsy Gregory and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 for Court Reporter Services in the amount of \$4.00 per page

8.35 Juvenile: Consulting Contract between Nicole Guzek and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 for Court Reporter Services for \$4.00 per page

8.36 Juvenile: Consulting Contract between Jacquelyn Matthews and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 for Court Reporter Services in the amount of \$4.00 per page 8.37 Juvenile: Court Reporter Services Agreement between Kathleen Tomko and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 in the amount of \$4.00 per page

8.38 Juvenile: Consulting Contract between Susan Pudlo and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court for the year 2021 for Court Reporter Services in the amount of \$4.00 per page

Order #10 Agenda #8.40

In the Matter of <u>Action to Form Contracts</u>: 8.40 <u>Criminal Courts</u>: <u>Service Agreement between Word Systems</u>, <u>Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Criminal Court for the recording equipment in four (4) Criminal Courts for the year 2021 in the amount of \$6,429.00.</u>

Allen made a motion, seconded by Tippy, to approve Service Agreement between Word Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Criminal Court for the recording equipment in four (4) Criminal Courts for the year 2021 in the amount of \$6,429.00. Motion carried 3-0.

Order #11 Agenda #8.41 - 8.43

In the Matter of Action to Form Contracts: 8.41-8.43 Commissioners: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.41 through 8.43, on behalf of Commissioners, listed below. Motion carried 3-0.

8.41 Commissioners: Rental Agreement between Pro-Tech Effect and the Board of Commissioners of the County of Lake on behalf of the Lake County Building Manager for rental of decking for Courtroom in the amount of \$250.00 per month 8.42 Commissioners: Contract for Judge Cantrell and Judge Moss Renovations with Pangere in the amount of \$107,500.00 8.43 Commissioners: Contract with Gariup Construction for Assessors and Elections remodel in the amount of \$828,700.00

Order #12 Agenda #8.44

In the Matter of <u>Action to Form Contracts: 8.44 Treasurer: Maintenance Agreement between A.E. Boyce Company, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for software maintenance for the year 2021 in the amount of \$1,235.00.</u>

Allen made a motion, seconded by Tippy, to approve Maintenance Agreement between A.E. Boyce Company, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for software maintenance for the year 2021 in the amount of \$1,235.00. Motion carried 3-0.

Order #13 Agenda #8.45

In the Matter of <u>Action to Form Contracts: 8.45 Data: Approve agreements with Ciber and Oracle for Financial Software in an amount \$4,920,350 over 5 years.</u>

Allen made a motion, seconded by Tippy, to approve, Repay started discussion, stated, "I think it's important to point out that this approval here is the culmination of a lot of hard work in each and every one of the Departments as well as the Data Processing Department to seek for and gain knowledge in a new software system that will enhance our Purchasing program, our Financial System, our HR and just about every facet of County Government, not only will it bring it up to the standards of today, it will allow for a lot more remote access and remote working, it's a big deal, so I wanted to put a little bit more of an explanation point on that, and let the record show that the motion carries 3-0, end discussion, approving Agreements with Ciber and Oracle for Financial Software in an amount \$4,920,350 over 5 years. Motion carried 3-0.

MASTER AGREEMENT

THIS MASTER AGREEMENT (the "Agreement"), is made effective the Eighteenth day of November, 2020 (the "Effective Date"), by and between Ciber Global, LLC., a Michigan limited liability company ("Ciber"), and Lake County Government, IN, a Government Entity ("Client").

WITNESSETH:

WHEREAS, Ciber is in the business of providing information technology services;

WHEREAS, Ciber and Client wish to enter into this Agreement so that Ciber may provide information technology services to the Client, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1 - SERVICES TO BE PROVIDED

1.1 Services

Ciber shall provide Client with the services set forth on any written Statement of Work ("SOW") between the parties, which Statements of Work shall be in substantially the form of Schedule 1.1 (collectively, the "Services"). A Statement of Work shall be numbered, dated, signed by both parties, and appended to this Agreement, whereupon the terms thereof shall be deemed incorporated into and made subject to this Agreement. Any conflict between the terms of an SOW and this Agreement shall be resolved in favor of To the extent a SOW is based on a deliverable or milestone-based model, acceptance processes and criteria shall be set forth in such SOW.

Ciber Employees and Contractors; Client Rules.

Each individual provided by Ciber hereunder shall be an employee or independent contractor of Ciber. The hiring and engaging, staffing, supervising, directing, evaluating, scheduling, assigning, disciplining, firing and terminating, establishing of rates of pay, benefits and other personnel and contract related matters involving Ciber provided personnel shall be the sole responsibility of Ciber. Ciber assumes sole responsibility for all payments and other obligations due to said employees and contractors performing Services for Client under to this Agreement, To the extent any Services hereunder are provided at the Client's site, Ciber and its employees, contractors, subcontractors, and agents shall abide by all Client work rules, as generally required by Client and communicated to Ciber, while on Client premises.

1.3 Status of Ciber; Independent Contractor.

In performing hereunder, it is mutually understood and agreed that Ciber shall be, and at all times is, acting and performing as an independent contractor to Client and this Agreement shall not be construed to create any partnership, joint venture, or similar arrangement.

SECTION 2 - SERVICES AND PERSONNEL TO BE PROVIDED BY CLIENT

2.1 General Statement.

Except as may be expressly set forth herein, Client shall retain responsibility for all services, operations, systems and personnel necessary for the operation of Client's information systems. Client shall have the ultimate authority and control over all of its assets and the operations of the information systems of Client.

2.2 Obligation to Supply Certain Space and Base Services to Ciber.

To the extent any Services provided hereunder take place on Client premises, Client shall provide to Ciber's employees on site on such premises (as well as its contractors and subcontractors) with reasonable office space, telephone equipment, security clearances, parking, access to employee cafeterias, fax machines, e-mail, and standard office equipment. Ciber's employees, contractors and subcontractors are to bring to and use their own computer devices.

SECTION 3 - PRICE AND PAYMENT

3.1 Price.

As consideration for Services, Client shall pay Ciber the amounts set forth on the applicable SOW.

3.2 Invoicing and Payment.

Ciber shall invoice as set forth on the applicable SOW. Approved invoices shall be due Net 30 from invoice date.

Contemporaneously with the execution and delivery of this Agreement, Client shall deliver to Ciber a writing that provides the address to which any invoice hereunder shall be sent, together with the name, title, and complete contact information of the account payable resource to whose attention the invoice should be addressed.

If Client's payment processes require that it issue a purchase order prior to payment, Client shall issue such purchase order based upon successful completed milestones promptly and the failure to do so shall in no way relieve Client to pay for services provided hereunder..

SECTION 4 - TERM AND TERMINATION

4.1 <u>Term</u>.

The term of this Agreement shall commence upon the Effective Date and, except as provided in Section 4.2 below, shall terminate five (5) years from the anniversary date. This Agreement may be renewed for subsequent, rolling two (2) year terms, upon the mutual written agreement of the parties (the original five (5) year term and any subsequent renewal term are, as applicable, the "Term")

4.2 Termination.

Notwithstanding the provisions of Section 4.1, this Agreement may be terminated as follows:

(a) Event of Default.

In the event that either party materially breaches any obligation under this Agreement (or breaches a number of otherwise non-material obligations under this Agreement, which, when considered collectively, constitute a material breach), the non-defaulting party shall provide the defaulting party with written notice of such default. If such default has not been completely cured within thirty (30) calendar days, or, where such cure cannot be reasonably affected within such period, if substantial steps toward cure have not been taken, then the non-defaulting party may terminate this Agreement immediately upon notice to the defaulting party. Notwithstanding the foregoing, in the event that Client fails to pay when due any uncontested amounts due to Ciber hereunder, Ciber may provide notice to Client of such failure; if such failure has not been cured within thirty (30) days of Client's receipt of such notice, Ciber may terminate this Agreement immediately.

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(b) Insolvency.

At the option of the other party, this Agreement may be terminated by the other party if either party shall apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, file a voluntary petition in bankruptcy, admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, or take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating that party a bankrupt or insolvent or approving a petition seeking reorganization of that party, or appointing a receiver, trustee or liquidator of that party of all or a substantial part of its assets.

4.3 Effect of Termination/Expiration

Ciber shall return to Client all Client-owned hardware, software and Client Data (if any) promptly upon termination or expiration of this Agreement (any shipping charges are Client's responsibility). The cost to process, prepare, extract or otherwise obtain the Client Data, as well as any other termination assistance requested by Client, shall be borne by Client, billed by Ciber on a time and materials basis at Ciber's then current hourly rates. Further, upon termination, Client shall pay Ciber forthwith the unamortized amount of any prepaid, maintenance, purchases, connectivity charges, cancellation charges, or other fees or costs or and obligations undertaken by Ciber for the benefit of Client and not yet fully amortized by Ciber. For purposes of the foregoing, Ciber shall amortize such maintenance contracts, purchases, and the like according to the useful life of the underlying asset and in accordance with generally accepted accounting principles.

SECTION 5 - INDEMNITY, INSURANCE AND LIABILITY PROVISIONS

5.1 <u>Indemnification</u>.

(a) By Client

Client agrees to indemnify and hold harmless Ciber and each of its respective directors, officers, employees, representatives, agents, successors and assigns from and against all demands, claims, actions, causes of action, liabilities, losses, suits, judgments, damages, costs and expenses (including without limitation, reasonable attorneys' fees, the costs and fees associated with expert witnesses and other consultants) (collectively, "Losses") which result from, or otherwise arise in connection with: (i) any negligent or willful act or omission of Client, its respective agents (other than Ciber), officers, directors, contractors, representatives, or employees, (ii) any breach of Client's representations and warranties hereunder, and (iii) any unexcused failure by Client to fulfill any of its obligations, covenants or agreements herein.

(b) By Ciber

Ciber agrees to indemnify and hold harmless Client and each of its respective members, trustees, directors, officers, employees, representatives, agents, successors and assigns from and against all Losses which result from, or otherwise arise in connection with: (i) any negligent or willful act or omission of Ciber, its respective agents, officers, directors, contractors, representatives, or employees, (ii) any breach of Ciber's representations and warranties hereunder, and (iii) any failure by Ciber to fulfill any of its unexcused obligations, covenants or agreements herein.

5.2 <u>Insurance</u>

At all times during the term of this Agreement, Client and Ciber shall obtain and maintain general liability and such other insurance or programs of self-insurance with such terms and limits of liability as are reasonable under the circumstances. Ciber shall also maintain appropriate worker's compensation insurance coverage for all Ciber employees assigned to work under this Agreement, and Ciber shall also be responsible for assuring that all contractors and subcontractors are similarly protected under such insurance.

Cooperation.

Each party shall promptly notify the other of any knowledge regarding any occurrence that may result in a claim against either of them and shall cooperate, at the liable party's expense, with each other whenever any claim is filed against either of them regarding this Agreement or the services or products provided hereunder.

Limitation of Liabilities

Except as expressly set forth herein, Ciber makes no and hereby disclaims any and all warranties, implied or otherwise, including the warranty of merchantability and fitness for a particular purpose

Further in no event shall Ciber's total liability for damages to Client in any calendar year (and, to the extent allowable by law, its employees, agents, representatives, officers, and trustees) from any cause whatsoever, arising under this Agreement or arising as a result of work performed by Ciber for the benefit of Client, exceed an aggregate amount per calendar year equal to the fees paid (or to be paid) to Ciber during such calendar year

Further, in no event shall Ciber be liable to Client for any special, indirect, punitive, or consequential damages, even if advised of the possibility of such damages.

SECTION 6 - REPRESENTATIONS AND WARRANTIES

Client hereby represents and warrants to Ciber as follows:

(a) <u>Due Organization.</u>

Client is a duly organized and validly existing government entityin good standing under the laws of the State of Indiana

(b) Authorization.

Client has all necessary power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Client of this Agreement and the consummation by Client of the transactions contemplated herein constitutes the legal, valid and binding obligation of Client and is enforceable against Client in accordance with its

(c) No Conflicts.

The execution, delivery and performance of this Agreement by Client and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a breach of any provision of the articles of incorporation, bylaws, or any other charter documents of Client, (ii) result in any conflict with, breach of, or default (or give rise to any right to termination, cancellation or acceleration or loss of any right or benefit) under or require any consent or approval which has not been obtained with respect to any of the terms, conditions or provisions of any material contract or agreement to which Client is a party, or (iii) violate any order, law, rule or regulation applicable to Client.

6.2 Ciber hereby represents and warrants to Client as follows:

(a) <u>Due Organization.</u>

Ciber is a duly organized and validly existing limited liability company in good standing under the laws of the State of Michigan.

Ciber has all necessary power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Ciber of this

Agreement and the consummation by Ciber of the transactions contemplated herein constitutes the legal, valid and binding obligation of Ciber and is enforceable against Ciber in accordance with its terms. Ciber warrants that all written information provided by it, its agents and representatives prior to the execution of this Agreement and all responses to any applicable Request For Proposal issued by Client are true and accurate. To the extent Client provides Ciber with notice of any material misrepresentation, evidence of the misrepresentation and Client costs associated with the misrepresentation, Ciber shall have thirty (30) days to respond to Client regarding the misrepresentation, and provide Client with a plan to cure the misrepresentation. If the parties are unable to reach a satisfactory resolution within thirty (30) days, then Client may initiate the formal dispute resolution process.

(c) No Conflicts.

The execution, delivery and performance of this Agreement by Ciber and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a breach of any provision of the articles of incorporation, bylaws, or any other charter documents of Ciber, (ii) result in any conflict with, breach of, or default (or give rise to any right to termination, cancellation or acceleration or loss of any right or benefit) under or require any consent or approval which has not been obtained with respect to any of the terms, conditions or provisions of any material contract or agreement to which Ciber is a party, or (iii) violate any order, law, rule or regulation applicable to Ciber.

(d) <u>Performance of the Services.</u>
Ciber and its employees, agents and subcontractors shall be qualified to perform all of the services contemplated hereunder in a timely, competent and professional manner.

(e) Compliance with Law, Regulation

In performing hereunder, Ciber shall abide by any and all laws, regulations and accreditation standards directly applicable to it, and also those applicable to Client, but only to the extent such law, regulation, or standard applies directly to the Services. Ciber shall comply with law in the performance of this Agreement, and shall not offer, pay, solicit or receive any illegal payments, kick-backs, or commissions, or engage in impermissible self-dealing or payments to physicians of Client (or family members of physicians) in a manner which would violate, or cause Client to violate, the Stark, Fraud & Abuse Act or other laws.

SECTION 7 - INTELLECTUAL PROPERTY

During the Term, as part of the Services, Ciber (or Ciber and Client jointly) may develop software or which may be capable of protection under the copyright or patent laws of the United States or another country, or which is otherwise protected as a trade secret. In such event, Client shall be the sole and exclusive owner thereof. In such circumstances, Ciber shall be deemed and hereby does assign and agree to assign to Client all right, title and interest it has or may have in and to any such intellectual property under the laws of any nation. Ciber further agrees to execute, or cause to be executed by its employees, agents, or subcontractors, whatever assignment of copyright and ancillary and confirmatory documents that may be required or appropriate so that any such intellectual property shall be exclusively held by and vested in Client. The foregoing shall not apply to any intellectual property owned, used, or licensed by Ciber prior to the date of the Agreement.

SECTION 8 - GENERAL PROVISIONS

8.1 Notices.

Any notice or other communication required or allowed to be given hereunder shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

Lake County Government 2293 North Main St. To Client:

Crown Point, IN 46307

Attn: Matthew Fech, Lake County Attorney Facsimile: 219-648-6138

To Ciber: Ciber Global, LLC.

3270 West Big Beaver, St. 150 Troy, MI 48084 Attention: Chief Executive Officer Fax: 248.233.3100

or to such other address, and to the attention of such other person or officer as the party may designate in

8.2 Proprietary Data and Confidential Information:

Ciber and Client shall abide by the confidentiality terms set forth in Schedule 8.2 with respect to the confidential treatment of Proprietary Data, Company Information, and Trade Secrets (as defined in Schedule 8.2).

8.3 Press Releases; Non-disparagement.

During the Term and for a period of one (1) year thereafter, all press releases and media interviews During the Term and for a period of one (1) year thereafter, all press releases and media interviews relating to Ciber's role with Client shall be approved by both Ciber and Client in advance of release or interview. Neither Ciber nor Client shall make, and each shall advise its affiliates, subsidiaries, divisions and its and their respective officers and directors not to make, any statements in writing or otherwise that disparage the reputation, character or competence of the other party or its employees, servants and contractors at any time for any reason whatsoever following the expiration of this agreement, except that nothing in this Section shall prohibit either party from giving truthful testimony in any litigation or governmental or administrative proceedings in connection with which such party is required by law to give testimony. testimony.

Assignment/Restructure.

Neither party may assign this Agreement without the prior written consent of the other party, except that Ciber may assign this Agreement, with written notice to Client, to any purchaser of substantially all of its assets. Any non-permitted assignment shall be ineffective.

During the Term and for a period of one (1) year following the expiration or termination of this Agreement, Client shall not, directly or indirectly, solicit, employ, or seek to employ any employee of Ciber (or any former employee of Ciber who was employed with Ciber at any time during the calendar year immediately preceding the date of such termination or expiration).

Access to Books and Records (if applicable).

(a) <u>Contract Disclosure</u>. In the event that the Secretary of the Department of Health and Human Base Services (the "Secretary") or Comptroller General of the United States (the "Comptroller General") or their representatives determine that this Agreement is a contract described in Section 1861(v)(1)(I) of the Social Security Act, Ciber hereby agrees that for a period of four (4) years after the furnishing of services under this Agreement, it will make available upon written request to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement,

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and books, documents and records of Ciber that are necessary to certify the nature and extent of costs paid to Ciber by Client, if any, pursuant to this Agreement.

- (b) Subcontract Disclosure. If Ciber carries out any of the duties of this Agreement by contracting with any other entity or person, that has been approved by Client, with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization as defined in applicable regulations, such contract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such contract, the related organization will make available upon written request to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the contract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
- (c) Notification. In the event access to books, documents, and records is requested pursuant to this Section 7.6 by the Secretary, Comptroller General, or any of their duly authorized representatives, Ciber will immediately notify Client.
- (d) List of Subcontractors. Ciber will provide Client with a list of contractors and subcontractors that have been approved by Client, who perform work hereunder with a value of \$10,000 or more.

No failure on the part of either party to exercise any power, right, privilege or remedy hereunder shall operate as a waiver thereof; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement unless the alleged waiver is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

8.8 Governing Law.

This Agreement shall be construed and enforced in accordance with, and governed in all respects by, the laws of the state of Indiana, without giving effect to principles of conflicts of law. If any party wishes to commence any legal action or other legal proceeding relating to this Agreement and permitted to be filed hereunder, such proceeding must be commenced in a state court of general jurisdiction located in either Indiana, or in a federal court having jurisdiction in Indiana. Each party hereto expressly and irrevocably consents and submits to the jurisdiction of state and federal courts of the Indiana in connection with any such proceeding.

8.9 Tax Responsibility(if applicable).

If Client is recognized as a tax-exempt organization under federal and state law, then it is exempt from state and federal sales and use taxes and from certain other excise or services taxes on goods and services used in furtherance of its exempt purpose (the "Tax Benefits"). Pursuant to Ciber's purchasing goods or services on behalf of Client as part of its provision of the Services, Ciber will use its best efforts to structure relationships with third parties so Client receives the appropriate Tax Benefits of its tax-exempt status with respect to items and services provided to or for the benefit of Client by such third parties. Nevertheless, should the goods or services provided hereunder to Client become taxable despite Client's tax-exempt status, then Client shall be responsible for paying any such taxes. Upon request, Client will provide Ciber with a copy of its Tax-Exempt certificate or similar document proving its tax exempt status.

8.10 Entire Agreement.

This Agreement (including the schedules, SOW and annexes attached hereto) and the documents and instruments delivered pursuant hereto constitute the entire agreement and understanding between Ciber and Client and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by the parties.

8.11 Reformation and Severability.

In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8.12 Survival.

The obligations of the parties set forth in Sections 3.2, 4.3 and all of Sections 5, 6, 7, and Schedule 8.2, and the obligations of any accepted proposal for Services (as described in section 1.1) which survive by their terms shall survive the expiration or termination of this Agreement.

8.13 Force Majeure.

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions that restrict or render impossible performance hereunder, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. However, funding of this agreement is dependent on Local, State and/or Federal sources.

8.14 Headings.

The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Ciber Global, LLC,	Lake County Government	
Name: Sutbir Randhawa	Name:	
Title: Vice President	Title:	
Ciber Global, LLC / HTC Global Services, Inc.	Lake County Government	DocuSigned by:
It and and	Michael Repay	Jerry Tippu
Signature	Signature	DAF28449AA094
11-16-2020	December 2, 2020	
Date	Date	

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SCHEDULE 1.1

STATEMENT OF WORK No. _____

Pursuant to the Master Agreement between Ciber Global, LLC. ("Ciber") and Client (the "Agreement") dated _______, 2020, Ciber hereby provides the following statement of work ("SOW") dated

- 1. Scope of Work and Key Assumptions:
- 2. <u>Timeline and Deliverables and Acceptance Process</u>:
- 3. Pricing and Payment Terms:
- 4. Miscellaneous:

A. In the event of an express conflict between any provision of this SOW and the Agreement, the SOW shall be determinative. Payments to be made hereunder (whether one-time or ongoing) are in addition to any other payments for Services otherwise due under the Agreement.

B. In the event that Client requests additional services related to this SOW but outside of the scope of services set forth herein, Ciber and Client shall execute a written change order or amendment to reflect such change and any corresponding price increment and payment schedule that may result. Additionally, if any of the key assumptions as set forth herein prove to be materially incorrect, Ciber and Client shall increment the price set forth hereon to account for such error.

AGREED and	ACCEPTED:
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Ciber Global, LLC.	Client
Ву:	By:
Name:	Name:
Title:	Title:

Schedule 8.2

Proprietary Data, Confidential Information and Patient Information

(a) Proprietary Data

Client shall be and remain the sole and exclusive owner of any and all Client owned data entered into any information systems administered by Client or Ciber on behalf of Client, internal financial data and projections, strategic information, marketing and business plans, information related billing and pricing, personnel and salary information, information concerning its business, customers, suppliers and regulators ("Client Data"). Neither Ciber nor any of its employees, agents, consultants, other customers, or their respective successors or assigns shall have any rights in any of the Client Data or to use any of the Client Data in any form including, but not limited to, raw data, stripped data, cumulated data, usage information or statistical information derived from or in connection with the Client Data, except as may be specifically authorized in writing by Client. Upon Client's request, the termination or expiration of this Agreement for any reason or, with respect to any particular data, on such earlier date that the same shall be no longer required by Ciber in order to render the services hereunder, such Client Data shall be promptly returned to Client by Ciber in a form mutually acceptable to Client and Ciber or, if Client so elects, shall be destroyed by Ciber. Client Data shall not be utilized by Ciber for any purpose other than that of rendering the Services under this Agreement, nor shall Client Data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Ciber or commercially exploited by or on behalf of Ciber, its employees or agents.

(b) Confidentiality.

- (i) Each "Receiving Party" (i.e., Ciber or Client) hereby acknowledges that its personnel may gain access to information that the other party (the "Disclosing Party") deems to be confidential and/or proprietary information that has commercial value in its business and is not in the public domain. Confidential Information" means any and all proprietary business information of the Disclosing Party that does not constitute a Trade Secret, including any and all proprietary business information of such party of which the receiving party becomes aware as a result of its access to or presence at the other party's facilities, and including, without limitation, all Client software, Ciber software, Client Data, proprietary Client or Ciber software tools, methodologies, documentation, business plans, financial statements, customer lists, product plans, pricing information, and all related technical materials and enhancements and modifications thereto, the terms of this Agreement, and all other information or data considered confidential, on whatever media, that do not constitute Trade Secrets. "<u>Trade Secrets</u>" means information related to the business or services of the disclosing party that (x) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by, other persons, and (y) is the subject of efforts by the Disclosing Party that are reasonable under the circumstances to maintain its secrecy. Assuming the criteria in (x) and (y) above are met, Trade Secrets include, without limitation, technical and non-technical data related to designs, programs, inventions, finances, actual or potential customers and suppliers, research, development, marketing, existing and future products and employees of the Disclosing Party. "Company Information" means collectively the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party that such receiving party is obligated to treat as confidential. Ciber shall promptly develop and implement a policy respecting such Company Information that limits access to Company Information to those Ciber employees and subcontractors who have a need to know such information and otherwise provide appropriate safeguards for such Company Information. Company Information does not include Patient Information.
- (ii) The Receiving Party will not disclose Company Information to third parties, except as required in providing the services contracted for herein. Furthermore, except as contemplated by this Agreement, the Receiving Party will not make any use of the Company Information of a Disclosing Party; will not acquire any right in or assess any lien against a Disclosing Party's Company Information; and will not refuse to promptly return, provide a copy of, or destroy a Disclosing Party's Company Information upon request of the Disclosing Party. Notwithstanding the foregoing, each

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party may disclose Company Information of the other party to agents or advisors of such party, or third parties performing services for such Receiving Party related to the purposes of this Agreement and who have a need to know, provided that the party making the disclosure to a third party shall obtain a written non-disclosure agreement from each such third party to whom it discloses the Company Information of a Disclosing Party, which non-disclosure agreement shall contain provisions at least as protective of the Disclosing Party's Company Information as those contained in this Agreement

- (iii) Notwithstanding the foregoing, this Section (b) will not apply to any Company Information that the Receiving Party can demonstrate: (a) was, at the time of disclosure to the Receiving Party, in the public domain; (b) after disclosure to the Receiving Party, was published or otherwise became part of the public domain through no fault of the Receiving Party, (c) without a breach of duty owed to the Disclosing Party, is in the possession of the Receiving Party at the time of disclosure to the Receiving Party; (d) was received by the Receiving Party from a third party who had a lawful right to and without a breach of duty owed to the Disclosing Party, did disclose such information to the Receiving Party, or (e) was independently developed by the Receiving Party without reference to Company Information of the Disclosing Party. Further, the Receiving Party may disclose another party's Company Information to the extent required by applicable law or order of a court or governmental agency of competent jurisdiction. However, to the extent practicable, the Receiving Party must give the Disclosing Party prompt notice and make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such Company Information, all as directed by and at such Disclosing Party's cost and expense.
- (iv) The Receiving Party will immediately notify the Disclosing Party, in the event of any disclosure, loss, or use in violation of this Agreement of a Disclosing Party's Company Information known to the Receiving Party. The foregoing obligation shall also apply with respect to any disclosure, loss or use in violation of this Agreement of Patient Information.
- (v) The covenants of confidentiality set forth herein: (a) will apply after the Effective Date to any Company Information disclosed, either before or after the Effective Date, to the Receiving Party, and (b) will continue to be in effect and must be maintained from the Effective Date and will continue to remain in effect, (A) with respect to Trade Secrets, at any and all times during which such Trade Secrets retain their status as such under applicable law, and (B) with respect to Confidential Information, for five (5) years after the last disclosure of such Confidential Information (which obligations shall survive the expiration or termination of this Agreement).
- (vi) Upon termination of this Agreement, each party shall destroy or return to the other party that party's Company Information and all copies of all or any portion thereof in any tangible or intangible form whatsoever, unless the Receiving Party is expressly authorized to continue to use such Company information by the Disclosing Party or unless required by law or governmental regulations to retain such Company Information.
- (vii) Client and Ciber would suffer great loss and irreparable damage in the event that the other party should breach or violate any of the covenants and agreements set forth in Sections (a) and (b) or in the event Ciber should breach or violate any of the covenants and agreements set forth in Section (c). Client and Ciber agree that each such covenant and agreement is reasonably necessary to protect and preserve their interests and those of Client, and that in addition to all of the remedies provided at law or in equity, each party will be entitled to a temporary restraining order and a permanent injunction to prevent a breach of any of such covenants or agreements. If any party should seek an injunction hereunder, the party against whom the injunction is sought waives any (a) claim that the other party would not suffer irreparable harm from such a breach, (b) requirement that such party submit proof of the economic value of any Company Information, or (c) requirement that such party post a bond or any other security.

In the Matter of <u>Action to Contracts: 8.46 E911: Locution Station UPS from Buchertech in the amount of \$4,287.85 (Other quotes from Chester \$4,402.00 and Think Tank \$4,430.62); 8.47 E911: Adams Tower 911 Antennae lease in the amount of \$154,080 over 5years.</u>

Allen made a motion, seconded by Tippy, to approve agenda item 8.46 and 8.47, on behalf of E911, Locution Station UPS from Buchertech in the amount of \$4,287.85, being the lowest quote, and approval of Adams Tower 911 Antennae lease in the amount of \$154,080 over 5 years. Motion carried 3-0.

Order #15 Agenda #8.48

In the Matter of Action to Form Contracts: Calumet Assessor: Contract for snow removal with Lubrifleet for \$425 per plow.

Allen made a motion, seconded by Tippy, to approve Contract for snow removal with Lubrifleet for \$425 per plow on behalf of Calumet Township Assessor. Motion carried 3-0.

Order #16 Agenda #8.49

In the Matter of Action to Form Contracts: 8.49 Auditor: Consulting Contract with Policy Analytics in the amount of \$28,500.00.

Allen made a motion, seconded by Tippy, to approve Consulting Contract with Policy Analytics in the amount of \$28,500.00 on behalf of the Auditor. Motion carried 3-0.

Order #17 Agenda #8.50

In the Matter of <u>Action to Form Contracts</u>: 8.50 <u>Superior Court Rm 4</u>: <u>Contract with Word System for Maintenance in the amount of \$968.00.</u>

Allen made a motion, seconded by Tippy, to approve Contract with Word System for Maintenance in the amount of \$968.00 on behalf of Superior Court Rm 4. Motion carried 3-0.

Order #18 Agenda #8.51-8.52

In the Matter of Action to Form Contracts: 8.51 Commissioners: High Mast Lighting repair from MJ Electric in the amount of \$45,700.00 (Other quotes from Credent Quality Electric \$47,785 and Sweeney \$48,000); 8.52 Commissioners: Window Blinds for County Assessor's Office with Pulse in the amount of \$5,750.00 (Other quotes from Studio Floor and Tile \$7,679 and HDW was not responsive).

Allen made a motion, Tippy seconded with discussion, to approve agenda item 8.51 and 8.52, Tippy began speaking on agenda item 8.51 stating that this issue came out of a risk management meeting where it was found that the lights in the parking lot were deficient causing a security and safety issue and for clarity item 8.52 is for the Assessor's Office, Mr. Cole and Commissioner Allen confirmed, end discussion, motion and seconded stands, approving High Mast Lighting repair from MJ Electric in the amount of \$45,700.00 and Window Blinds for County Assessor's Office with Pulse in the amount of \$5,750.00 for Assessor's Office, accepting the lowest quotes on behalf of Commissioners. Motion carried 3-0.

Order #19 Agenda #5.1

In the Matter of <u>Public Opening of Vendor Responses to Requests for Bids and Quotes: 5.1 Commissioners: Abutting Real Estate Sale.</u>

This being the day, time and place for the receiving of the quotes for Abutting Real Estate Sale for Commissioners, the following quotes were received, none. NAT.

Order #20 Agenda #5.2

In the Matter of <u>Public Opening of Vendor Responses to Requests for Bids and Quotes: 5.2 Purchasing: Health and Grooming/Janitorial and Laundry Supplies.</u>

This being the day, time and place for the receiving of bids and quotes for Health and Grooming/Janitorial and Laundry Supplies for the Purchasing Department, the following quotes were receiving:

 Company
 Class 1
 Class 2
 Class 4
 Class 5
 Total

 Able Paper & Janitorial Supplies, Inc.
 \$20,237.50
 \$57,076.21
 \$62,920.00
 \$110,827.70
 \$251,061.41

Allen made a motion, seconded by Tippy, to take the above mentioned quotes under advisement for further tabulation and recommendation, in agenda item 5.2. Motion carried 3-0.

Order #21 Agenda #5.3

In the Matter of <u>Public Opening of Vendor Responses to Requests for Bids and Quotes: 5.3 Commissioners: Abatement for asbestos in Elections and Assessors.</u>

This being the day, time and place for the receiving of bids/quotes for Abatement for asbestos in Elections and Assessors, on behalf of Commissioners, the following bids were received:

M&O Environmental Co. \$various {\$83,800; \$77,900 w/o grinding} Northwest Indiana Environmental \$various {\$61,500; \$250per sq ft no grinding}

Tippy made a motion to take the bids received for various pricing under advisement for further tabulation and recommendation from RCM stating that if they can make sense of or a re-bid might be a course of action, Allen seconded the motion and reserve a right to re-bid according to Commissioners Tippy's motion. Motion carried 3-0.

Order #21 Agenda #5.4

In the Matter of <u>Public Opening of Vendor Responses to Requests for Bids and Quotes: 5.4 Highway: Street Lighting Management and Maintenance.</u>

This being the day, time and place for the receiving of bids/quotes for Street Lighting Management and Maintenance for Highway Department, the following were received:

Midwestern Electric, Inc. \$various pricing (based on attachment B/Contract enclosed based off of services)

Allen made a motion, seconded by Tippy, to take the bid under advisement in agenda item 5.4 for further tabulation and recommendation from the Highway Department. Motion carried 3-0.

Order #22 Agenda #11.1-11.5

In the Matter of <u>State Board of Accounts Items: 11.1-11.2 Auditor: listed below; 11.3 Economic Development: listed below; 11.4 Weights and Measures: listed below; 11.5: Treasurer: listed below.</u>

Allen made a motion, seconded by Tippy, to approve agenda items 11.1 through 11.5, on behalf of State Board of Accounts items, listed below. Motion carried 3-0.

- 11.1 Auditor: LC 265 11-18-20 to 12-02-20; Hand Cuts 11-18-20 to 12-02-2020; LC 130 12-02-20
- 11.2 Auditor: Accounts Payable Voucher Register for County Payroll-Pay Date 11-9-2020
- 11.3 Economic Development: Accounts Payable Voucher Register
- 11.4 Weights and Measures: Lake County Weights & Measures Report for the period of October 16, 2020 to November 15, 2020
- 11.5 Treasurer: Treasurer Monthly Report

Order #23 Agenda #12.1

In the Matter of Action on Bonds/Insurance: 12.1 Highway: Certificate of Insurance Up-Date.

Allen made a motion, seconded by Tippy, to approve Action on Bonds/Insurance: 12.1 Highway: Certificate of Insurance Up-Date. Motion carried 3-0.

Order #24 Agenda #16

In the Matter of Comments: Members of the Public; Elected Officials; Commissioners.

Comes now, Chief Balbo, to speak during Comments asking to talk and communicate with the Commissioners directly and provide information required to go ahead and moved the deferred items forward that were tabled today. No further comments.

The next Board of Commissioners Regular Meeting will be held on Wednesday, December 16, 2020 at 10:00 A.M.

There being no further business before the Board at this time, Allen made a motion, seconded by Tippy, to adjourn.

The following officials were Present virtually: Attorney Matthew Fech

	MICHAEL REPAY, PRESIDENT
	KYLE ALLEN Sr., COMMISSIONER
	JERRY TIPPY, COMMISSIONER
ATTEST:	
JOHN E. PETALAS, LAKE COUNTY AUDITOR	