

The Board met in due form with the following members present: Roosevelt Allen, Jr., 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 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 16th day of January, 2008 at about 3:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16th day of January, 2008 at about 3:00 p.m.

Order#1 – Agenda #5A

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

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

Order #2 Agenda #5B

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

Allen made a motion, seconded by Scheub, to approve the Additions – Item #7A – Mandatory Bidders Conference Concerning the Specification for Painted Pavement Markings on selected County Roads for the year 2008; Item #22A – Vendor Qualification Affidavit with Hielo Services for the Lake County Sheriff; Item #22B – Vendor Qualification Affidavit with Renae Brantley d/b/a Aubergine Communications for the Lake County Sheriff; Item #34A – Extension Contractual Services Agreement between Purdue University on behalf of Lake County Co-Op Extension and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$166,865.00; Item #34B – Draftsman Contract between Mark A. Gordish and the Board of Commissioners of the County of Lake on behalf of the North Township Assessor for the year 2008 in an amount not to exceed \$10,000.00 at the rate of \$30.00 per hour; Item #36A – Tri-Creek Emergency Medical Services E-9-1-1 Request in the amount of \$25,000.00; Item #36B – Highland Police Department E-9-1-1 Request in the amount of \$2,665.00; Item #41A – Revised 2008 Attorney Staff Assignment/Compensation; Item #41B – Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour; Item #41C – Hold Harmless Agreement from Fortune Wireless, Inc.; Item #41D – Manta & Hurst Associates Inland marine – Equipment Coverage; Item #41E – Letter from Ray L. Szarmach concerning the Gary Courthouse Elevator Funding; Item #41F – Consulting Contract for Personal Property Tax Collection between Darnail Lyles and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the year 2008 in an amount of 25% of the total amount secured from the indebtedness; Item #49 – East Chicago Library Board Appointment. Motion passed 2-1.

Order#3 – Agenda #5D

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

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

Order#3 – Agenda #5E

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

Allen 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 #4 Consent Agenda #14A-N

In the Matter of L.C. Highway - Certificates of Liability Insurance: (Beam, Longest & Neff, LLC; Bechstein Construction Corp; CET Company, Inc.; Kincaid, Inc.; LGS Plumbing, Inc.; Monroe Pest Control Co., Inc.; Nettleton Specialized Carriers, Inc.; Sheehan Pipe Line Construction Co.; T.J. Lambrecht Construction, Inc.; White Brothers Trucking Co.; TLC Plumbing, Inc.; The Daltons, Inc.; Rieth-Riley Construction Co., Inc.; Smith's Spl. Heavy Hauling, Inc.).

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway - Certificates of Liability Insurance: (Beam, Longest & Neff, LLC; Bechstein Construction Corp; CET Company, Inc.; Kincaid, Inc.; LGS Plumbing, Inc.; Monroe Pest Control Co., Inc.; Nettleton Specialized Carriers, Inc.; Sheehan Pipe Line Construction Co.; T.J. Lambrecht Construction, Inc.; White Brothers Trucking Co.; TLC Plumbing, Inc.; The Daltons, Inc.; Rieth-Riley Construction Co., Inc.; Smith's Spl. Heavy Hauling, Inc.). Motion passed 3-0.

Order #4 Consent Agenda #26

In the Matter of L.C. Public Defender – Reimbursement Statement for the period of July 1, 2000 to December 31, 2007.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Public Defender – Reimbursement Statement for the period of July 1, 2000 to December 31, 2007, Total Reimbursement Non-Capital Expenditures thru December/2007: \$7,029,233.47. Motion passed 3-0.

Order #4 Consent Agenda #42

In the Matter of Officials Bond # 3-688-016 for John S. Matonovich, North Township Assessor.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Officials Bond # 3-688-016 for John S. Matonovich, North Township Assessor. Motion passed 3-0.

Order #4 Consent Agenda #46

In the Matter of Vendor Qualification Affidavits.

Allen made a motion, seconded by DuPey, to approve the following Vendor Qualifications Affidavits. Motion passed 3-0.

AMERICAN STRUCTUREPOINT, INC.
THE CHRONICLE (GREAT LAKES MEDIA INC.)
BOWMAN DISPLAYS DIGITAL IMAGING INC.
JAMES M. ALTGILBERS, d/b/a ALTGILBERS ELECTRIC
THE TRAINING CONSORTIUM
ENVISION GROUP CONSULTING
WELLS FARGO BANK, N.A.
BAUGHMAN TILE COMPANY, INC.
ESC GROUP LLC
ST. JOSEPH COUNTY PARKS & RECREATION
HANNIBAL ENTERPRISES
CATALYST PRODUCTIONS II
KAPLAN EARLY LEARNING CO.
WORLDS OF WOW
ECO LOGIC
REINDERS, INC.
COMMUNITY PLAYTHINGS
GRESSCO LTD.
MIC-O-MIC AMERICAS INC.
SAFESPACE CONCEPTS, INC.
M.S. CREATIONS: HANDS-ON LEARNING
HARRISON AND COMPANY
I.A.E.I. (INDIANA CHAPTER) INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS
SCIENTIFIC FIRE ANALYSIS
STREETER MEDICAL SURGICAL P.C.
RALPH W. RICHTER JR. M.D.
CARDIOLOGY ASSOCIATES, INC.
WILLIAM J. PIERCE, M.D., P.C.
ORAL SURGERY GROUP, INC.
DERMATOLOGY CENTER OF NWI
PINNACLE HOSPITAL
NATIONAL FOOD GROUP, INC. d/b/a CSV SALES, INC.
GAMBA RISTORANTE
KIMBERLY HOLLIDAY
BRADLEY EVANS
RENEE' A. PREJEAN-MOTANKY d/b/a RPM MARKETING

Order #4 Consent Agenda #47

In the Matter of Treasurer's Report for the month of November, 2007.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of November 2007. Said report is 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.

Allen made a motion, seconded by Scheub, to accept the above Treasurer's Reports of November 2007 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #49A

In the Matter of Appointments: Certificates of Appointments from appointments made at the Commissioner's meeting on January 16, 2008.

Allen made a motion, seconded by Scheub, to accept and make a matter of public record the Certificates of Appointments from appointments made at the Commissioner's meeting on January 16, 2008. Motion passed 3-0.

Order #5 Agenda #41E

In the Matter of Letter from Ray L. Szarmach Concerning the Gary Courthouse Elevator Funding.

Commissioner Scheub requests from the Board for approval to have this Letter from Ray L. Szarmach Concerning the Gary Courthouse Elevator Funding tabled, upon a motion made by Allen, seconded by DuPey. Motion to table passed 3-0.

Order #6 Agenda #6A-E

In the Matter of: L.C. Building Manager: Request for Property Disposal (Board of Commissioners, L.C. Public Works, L.C. Surveyor, L.C. Surveyor, Superior Court Room 1.).

Allen made a motion, seconded by DuPey, to the L.C. Building Manager's request for disposal (Board of Commissioners, L.C. Public Works, L.C. Surveyor, L.C. Surveyor, Superior Court Room 1.). Motion passed 3-0.

Order #7 Agenda #7

In the Matter of L.C. Highway Department – BIDS – Painted Pavement Markings on selected County Roads for the year 2008. Letter of Recommendation attached requesting rejection of the bids and re-advertisement.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Highway Department to reject the bids received January 16, 2008 of Highway Technologies, Inc. and Airmarking Company and ordered same to approve the re-advertising of bids for return date of Wednesday, March 19, 2008. Motion passed 3-0.

Order #7 Agenda #7(cont'd)

Letter of Recommendation

February 20, 2007

Lake County Board of Commissioners
 Lake County Government Center
 2293 North Main Street
 Crown Point, IN 46307

ATTN: Gerry J. Scheub, President

RE: Painted Pavement Markings

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, January 16, 2008 for the Painted Pavement Markings. Based upon our review of the bids, and also the review of the Lake County Attorneys, the Highway Department is recommending the following bids be rejected.

Below are the bids received on January 16, 2008 at 9:30am.

Contractor	Amount	DATE	REASON
Highway Technologies, Inc.	\$239,150.00	1-16-2008	Contractor qualified their bid With a statement "Prices may not be honored if entire package is not used." Disregarded Lake County Attachment A which states payment for quantities is <u>More or Less</u> on each item.
Airmarking Company	\$244,360.00	1-16-2008	County Form 2, 3, 4 were not signed by Company Representative.

The above mentioned contractors did not meet the specifications for the above mentioned bid, as reviewed by the Highway Department and the Lake County Attorneys.

The Lake County Highway Department is requesting to re-advertise for the Painted Pavement Markings, at the earliest possible time.

Respectfully Submitted,

Marcus W. Malczewski, Superintendent
 Lake County Highway Department

Order #8 ADD Agenda #7A

In the Matter of: L.C. Highway – Mandatory Bidders Conference Concerning the Specification for Painted Pavement Markings on selected County Roads for the year 2008.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the scheduling of a Mandatory Pre-Bid Meeting for Painted Pavement Markings to be held on Wednesday, March 12, 2008 at 1:00pm. Motion passed 3-0.

Order #9 Agenda #9

In the Matter of: Specifications: L.C. Highway – Replacement of L.C. Bridge #91, 109th over Niles Ditch.

DuPey made a motion, seconded by Allen, to approve the Highway Department's Specifications for Replacement of L.C. Bridge #91, 109th over Niles Ditch and ordered same to be advertised for receiving of bids on Wednesday, March 19, 2007 at 9:30 a.m. Motion passed 3-0.

Order #10 Agenda #10

In the Matter of L.C. Highway – Request for selection of a Consulting Engineering Firm to provide construction engineering services for the Reconstruction of Lake County Bridge #91, 109th over Niles Ditch.

DuPey made a motion, seconded by Allen, to award the L.C. Highway's recommendation of Beam Longest and Neff LLC as the Consulting Engineering Firm to provide construction engineering services for the Reconstruction of Lake County Bridge #91, 109th over Niles Ditch. Motion passed 3-0.

Order #11 Agenda #11

In the Matter of L.C. Highway – The Pangere Corporation Change Order No. 5 in the amount of \$13, 299.00 for the Lake County Highway Department Lowell District Garage.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – The Pangere Corporation Change Order No. 5 in the amount of \$13, 299.00 for the Lake County Highway Department Lowell District Garage. Motion passed 3-0.

Order #12 Agenda #12

In the Matter of L.C. Highway – Consulting Contract between Terrence J. Bronowski, Certified Public Accountant and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the year 2008 in an amount not to exceed \$16,000.00 at the rate of \$40.00 per hour.

Order #12 Agenda #12(cont'd)

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Consulting Contract between Terrence J. Bronowski, Certified Public Accountant and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the year 2008 in an amount not to exceed \$16,000.00 at the rate of \$40.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February 2008 effective from January 1, 2008 to December 31, 2008 by and between Terrence J. Bronowski, Certified Public Accountant (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter call 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 hereby agrees to perform the services designated in this 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 the Lake County Highway Department.
 - B. Consultant shall aid in the 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.)
 - IV. Quantify this by tenths of hours (.10 = 6 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 Dollars (\$16,000.00) for all services required 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. **Provision 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 event shall the making by the

County of 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 of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in 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 services 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 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 non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative 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 this agreement.
 15. **Miscellaneous Provisions.**
 - A. This agreement represents 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 the prior written consent of the County.
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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 services 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, at 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, invoices, 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 COMMISSIONERS
OF THE COUNTY OF LAKE

Gerry J. Scheub
GERRY J. SCHEUB

Frances DuPeay
FRANCES DUPEY

Roosevelt Allen Jr.
ROOSEVELT ALLEN JR.

ATTEST:

Peggy Katona
PEGGY KATONA
LAKE COUNTY AUDITOR

CONSULTANT:

Terrence J. Bronowski
TERRENCE J. BRONOWSKI
LAKE COUNTY HIGHWAY DEPT.

Marcus W. Malczeski
MARCUS W. MALCZESKI,
SUPERINTENDENT

Order #13 Agenda #13

In the Matter of: L.C. Highway – Road Cut Permit – 532 Lake View Drive, Lowell.

DuPeay made a motion, seconded by Allen, to approve the L.C. Highway's Road Cut Permit – 532 Lake View Drive, Lowell. Motion passed 3-0.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

Contractor Home Owner DATE 1-28-08
 Applicant: Kincaid Inc. Richard Roark
304 E. 291ST Ave Lowell, IN 46356 532 S. LAKE VIEW DR. Lowell IN 46356
Glen Kincaid President Cell # (219) 689-9197
 Location of Cut in Road 532 S. LAKE VIEW DR

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by Kincaid Inc. in behalf of the applicant. Permission is hereby granted to

Sanitary Sewer Service

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: *[Signature]* 2-1-08

Lake County Highway Department

LAKE DALE FIRE DEPT
Main St.

532 S. LAKE VIEW DR
CUT IN ROAD
SOUTH LAKE VIEW DR.

Approved by:

Roosevelt Allen
Frances DuPeay
Gerry Scheub

Lake County Board of Commissioners

Order #14 Agenda #8 A-D

In the Matter of BIDS - Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up by the L.C. Highway Department); Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied); Chip and Seal for the year 2008 for Highway Department.

This being the day, time and place for the receiving of bids for Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up by the L.C. Highway Department); Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied); Chip and Seal for the year 2008 for Highway Department, the following bids were received:

Bituminous Materials and Surface Milling (Delivered and Applied)

1. Walsh & Kelly, Inc. \$2,496,000.00
 Rieth Riley Construction \$2,296,750.00

Bituminous Materials (Picked Up by Highway)

Walsh & Kelly, Inc. \$99,000.00
 Rieth Riley Construction \$90,600.00

Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied)

Walsh & Kelly, Inc. \$317,000.00
 Rieth Riley Construction \$288,075.00

Chip and Seal

Walsh & Kelly, Inc. \$826,500.00
 Rieth Riley Construction \$813,250.00

Allen made a motion, seconded by DuPey, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #14 Agenda #28

In the Matter of BIDS: L.C. Fairgrounds: Proposals for Portable Sanitation Service.

This being the day, time and place for the receiving of proposals for Proposals for Portable Sanitation Service for L.C. Fairgrounds, the following bids were received:

TIDY JOHN \$198/UNIT SERVICE SANITATION, INC. \$170/UNIT

Allen made a motion, seconded by DuPey, to take the above bids under advisement and refer to the Fairgrounds Superintendent for tabulation and recommendation. Motion passed 3-0.

Order #15 Agenda #15

In the Matter of L.C. Sheriff – Contract between The Morning Bishop Theatre Playhouse, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in an amount not to exceed \$5,250.00 at the rate of \$125.00 per week for the period of February 18, 2008 to December 31, 2008.

Allen made a motion, seconded by DuPey, to approve the Contract Renewal with The Morning Bishop Theatre Playhouse, Inc. on behalf of the Lake County Sheriff in an amount not to exceed \$5,250.00 at the rate of \$125.00 per week for the period of February 18, 2008 to December 31, 2008. Motion passed 3-0.

CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 2008 effective from February 18, 2008 to December 31, 2008 by and between The Morning Bishop Theatre Playhouse, Inc., (hereinafter called Theatre) 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 Theatre. The County agrees to engage The Morning Bishop Theatre Playhouse, Inc. and The Morning Bishop Theatre Playhouse, Inc. hereby agrees to perform the services designated in this contract.

2. Scope of Service. The Morning Bishop Theatre Playhouse, Inc. shall do, perform and carry out in a good and professional manner the services for the County, specifically The Morning Bishop Theatre, Inc. shall:

Order #15 Agenda #15(cont'd)

- A. Provide programming for women incarcerated in the Lake County Jail, more specifically Female Work Release. The programming will include direct interaction with inmates twice a week, Sunday and Monday afternoons, to provide participants with an expressive outlet so to encourage positive behavior, to engage participants in artistic activities centered around self-awareness and strategic life planning, to give participants a sense of ownership of their "art" by allowing them to create freely, teaching them to channel negative energies in creative endeavors.
- B. Theatre shall include the following detailed information on invoices:
- I. Indicate date of service.
- II. Specify activities in detail to include with whom Theatre met and what work was done.
- III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
- IV. Quantify this by tenths of hours (.10 = 6 minutes).

3. Time of Performance. The services to be performed hereunder by the Theatre 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 Morning Bishop Theatre Playhouse, Inc. a sum not to exceed One Hundred Twenty five Dollars (\$125.00) per week payable monthly for all services required herein. Total sum for 2008 not to exceed (\$5,250.00). The Theatre agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to Annual Funding by the Fiscal Body.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Theatre to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Theatre, 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 Theatre 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 Theatre.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Theatre 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 Theatre, 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 Theatre 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 of the services required hereunder will be performed by the Theatre 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 Theatre 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 services 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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 Theatre and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Theatre by this agreement

15. **Miscellaneous Provisions.**

- A. This agreement represents 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. **Theatre may not subcontract any part of the work covered herein without the 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 services provided hereunder it may have access to certain confidential or proprietary information of Theatre and Theatre's** business and computer operations. County hereby agrees that it will not, at 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 Theatre.
17. **Notice.** Any notice, bills, invoices, 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

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.
FRANCES DUPEY

CONSULTANT
Morning Bishop Theatre Playhouse, Inc.

ATTEST:

PEGGY KATONA
LAKE COUNTY AUDITOR

Order #16 Agenda #16

In the Matter of: L.C. Sheriff – Consulting Contract between Jeffery Roccaforte and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2008 to April 30, 2008 to provide fiscal account management and administrative support for planning, assessment, and implementation of SPF-SIG Grant in an amount not to exceed \$5,760.00 at the rate of \$8.00 per hour.

Allen made a motion, seconded by DuPey, to approve the contract renewal with Jeffery Roccaforte on behalf of the Lake County Sheriff for the period of January 1, 2008 to April 30, 2008 to provide fiscal account management and administrative support for planning, assessment, and implementation of SPF-SIG Grant in an amount not to exceed \$5,760.00 at the rate of \$8.00 per hour.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this ^{20th} day of *February* of 2008 effective from **January 1, 2008 to April 30, 2008** by and between **JEFFERY ROCCAFORTE**, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE (DFA) (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 this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the following services:

CONTRACT CONSULTANT

- A. Consultant shall provide fiscal account management and administrative and clerical support and assist, advise, and help with strategic planning, needs assessment and implementation of the STRATEGIC PREVENTION FRAMEWORK -STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG**" Grant) that is funded to prevent alcohol abuse among young people in Lake County. Consultant shall assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences:

PROVIDE FISCAL ACCOUNT MANAGEMENT AND ADMINISTRATIVE SUPPORT FOR PLANNING, ASSESSMENT AND IMPLEMENTATION OF SPF-SIG GRANT

- 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 Executive Director of the Drug Free Alliance 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 Five Thousand Seven Hundred Sixty Dollars (\$5,760.00) per year for all services required herein at the rate of \$8.00 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. Subject to annual funding by the Fiscal Body. County may reimburse Consultant for some pre-approved expenses.

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 to 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 event shall the making by the County of 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.

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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 of 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, religion, color, national origin or sex, be excluded from participation, be denied due benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this agreement.
 15. **Miscellaneous Provisions.**
 - A. This agreement represents 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, voided portions shall be

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stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of it's elected or appointed officials or employees.
 - D. For purposes of the service provided herein alone, the Consultant 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 particular 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, invoices, 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. **Conflict 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. It is expressly understood by Consultant (Also a County Employee) and by County that this agreement applies only to work associated with the SPF-SIG Grant and not to other County business.
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 services provided hereunder Consultant 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, at 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
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

JEFFERY ROCCAFORTE
 746 Saratoga Street
 Crown Point, IN 46307
 (219) 648-6121

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT

Roosevelt Allen, Jr.
 ROOSEVELT ALLEN, JR.

Jeffery Roccaforte
 JEFFERY ROCCAFORTE

Gerry J. Scheub
 GERRY J. SCHEUB

TEST:
Peggy Katona

Frances DuPeay
 FRANCES DUPEY

PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #17 Agenda #17

In the Matter of: L.C. Sheriff – Consulting Contract between Kimberly Holliday and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2008 to January 31, 2010 to provide administrative support for planning, assessment, and implementation of SPF-SIG Grant in an amount not to exceed \$36,000.00 per year at the rate of \$30.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Kimberly Holliday and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2008 to January 31, 2010 to provide administrative support for planning, assessment, and implementation of SPF-SIG Grant in an amount not to exceed \$36,000.00 per year at the rate of \$30.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this ~~20th~~ day of ~~February~~ of 2008 effective from January 1, 2008 to January 31, 2010 by and between Kimberly Holliday, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE (DFA) (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 this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the following services:

CONTRACT CONSULTANT

- A. Consultant shall provide administrative and clerical support and assist, advise, and help with strategic planning, needs assessment and implementation of the STRATEGIC PREVENTION FRAMEWORK -STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG'**" Grant) that is funded to prevent alcohol abuse among young people in Lake County. Consultant shall assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences:

PROVIDE ADMINISTRATIVE SUPPORT FOR PLANNING, ASSESSMENT AND IMPLEMENTATION OF SPF-SIG GRANT

- 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 Executive Director of the Drug Free Alliance 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 \$36,000 Thirty-Six Thousand Dollars (\$36,000.00) per year for all services required herein at the rate of \$30.00 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. Subject to annual funding by the Fiscal Body. County may reimburse Consultant for some pre-approved expenses.

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 to 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 event shall the making by the County of 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.

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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 of 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, religion, color, national origin or sex, be excluded from participation, be denied due benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this agreement.
 15. **Miscellaneous Provisions.**
 - A. This agreement represents 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, voided portions shall be stricken and the remaining portions enforced;

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- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of it's elected or appointed officials or employees.
 - D. For purposes of the service provided herein alone, the Consultant 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 particular 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, invoices, 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. **Conflict 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).
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 services provided hereunder Consultant 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, at 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
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

KIMBERLY HOLLIDAY
 8216 Locust Ave
 Gary, IN 46404
 (219) 670-7651
 FAX: (219) 949-9002

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

CONSULTANT

Roosevelt Allen, Jr.
 ROOSEVELT ALLEN, JR.

Gerry J. Scheub
 GERRY J SCHEUB

Frances Dupey
 FRANCES DUPEY

Kimberly Holliday
 KIMBERLY HOLLIDAY

 ATTEST:
Peggy Katona
 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #18 Agenda #18

In the Matter of: L.C. Sheriff – Contract with Midwest Business Economic Research, LLC for the year 2008 in an amount not to exceed \$18,000.00 at the rate of \$35.00 per month.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Midwest Business Economic Research, LLC for the year 2008 in an amount not to exceed \$18,000.00 at the rate of \$35.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08, effective from January 1, 2008 to December 31, 2008 by and between MIDWEST BUSINESS ECONOMIC RESEARCH LLC, JOE GOMEZTAGLE (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter call the "**County**") on behalf of the Lake County Sheriff of Lake 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 this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:
 - A. Consultant shall provide services to the County of Lake, Sheriff, and it's elected officials in the areas of Grant Research.
 - B. Consultant shall assist the County in obtaining grants for, but not limited to, Domestic Violence, Helicopter replacement, and monies to upgrade the current computer systems already utilized by the Lake County Sheriff's Department.
 - C. Consultant shall submit a report of consultation activities monthly to the Lake County Sheriff's Department.
 - D. Consultant shall devote such hours as are necessary to perform the service listed above.
 - E. Consultant shall exercise independent professional accounting judgment to act in the best interest of the parties represented.
 - 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Scope of Sheriff's Service.** The County of Lake through the Board

- and/or the Lake County Sheriff shall:
- A. Provide resource materials and personnel necessary to conduct the identified training.
 - B. Provide suitable equipment, space, and materials.
 - C. Provide a general orientation for the consultant to the facility, including its staff, policies, recording system, and other operation procedures.
4. **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.
 5. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Eighteen Thousand Dollars (\$18,000.00). Compensation shall be at the rate of \$35.00 per hour not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per month until the amount listed above is exhausted for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 6. **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.
 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. **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.
 9. **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.
 10. **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.
 11. **Completeness of Contract.** This contract and any additional or

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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.

12. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
13. **When Rights and Remedies Not Waived.** In no event shall the making by the County of 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.
14. **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 of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in work shall be fully qualified to perform such services.
15. **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 services 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 non-

3

discrimination provisions of the agreement remedy available to the County in respect to such 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 this agreement.

16. Miscellaneous Provisions.

A. This agreement represents 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 the prior written consent of the County.

17. 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 services 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, at 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.

18. Notice. Any notice, bills, invoices, 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

MIDWEST BUSINESS ECONOMIC
RESEARCH LLC
9476 WEST OAK RIDGE DRIVE
ST. JOHN, IN 46373

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DUPEY

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

CONSULTANT:


JOSEPH A. GOMEZTAGLE

Order #19 Agenda #19

In the Matter of: L.C. Sheriff – Contract with Fresh Start Counseling Services for the year 2008 in an amount not to exceed \$84,000.00 at the rate of \$7,000.00 per month.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Fresh Start Counseling Services for the year 2008 in an amount not to exceed \$84,000.00 at the rate of \$7,000.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to and including December 31, 2008 by and between FRESH START COUNSELING SERVICES, (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 this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner substance abuse services for the County at the Lake County Work Release Center, specifically the Consultant shall:
 - A. Consultant shall work a collaborative effort with the Town, City and County Courts, Prosecutor's Office and Sheriff's Department in providing substance abuse treatment services to those individuals who are sentenced to the County Work Release Center, and who qualify for participation in the program.
 - B. Consultant shall provide counselors and support staff to perform substance abuse treatment services to approximately 340 participants.
 - C. Consultant shall perform a psycho/social evaluation, treatment plan, 32 hours of group psychotherapy, and aftercare plan for each participant.
 - D. Consultant shall keep accurate records of the above services, including individual charting of each treatment session for each client as is the customary standard in this field.
 - E. Consultant shall keep an accurate demographic data base of statistics for the purpose of evaluating participation in the program, and shall provide a written report to the members of the Lake County Council, the Sheriff's Department and the Lake County Board of Commissioners by February 1, 2003.
 - F. Consultant recognizes that each participant has the right to confidentiality of the evaluation and progress in treatment, and that such rights of confidentiality are protected by State and Federal statutes. The Consultant shall keep such records in locked files in a secure area.

- G. Consultant recognizes the Human and Legal rights of all participants to appropriate humane and confidential care regardless of race, religion, sex, national origin and economic class.
 - H. Consultant is an Equal Opportunity Employer.
 - I. Consultant shall keep and maintain records to show actual time involved in the performance of evaluations and treatment sessions.
 - J. Consultant shall maintain its State Certification and all other individual certifications.
 - K. Consultant shall maintain professional liability insurance.
 - L. Consultant shall not provide direct psychiatric or medical services. Consultant will work professionally with the Work Release Center and other medical and mental health professionals and social service agencies to assist participants who are diagnosed as having a psychiatric condition. Consultant can assist as a referral source. However, Consultant shall not be the primary care provider.
 - M. Consultant will report directly to the Lake County Sheriff's Work Release Center.
 - N. The County Work Release Center shall provide appropriate office space for the Consultant to perform its duties in a safe, secure, confidential and professional manner.
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 Seven Thousand Dollars (\$7,000.00) per month, not to exceed Eighty-Four Thousand Dollars (\$84,000.00) for the year for all services required 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.
- A. Compensation shall be at the rate of \$50.00 for each individual psycho/social evaluation performed.
 - B. Compensation shall be at the rate of \$15.00 per hour per client while participating in group substance abuse psychotherapy sessions.

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- C. Those participants who are employed and can afford to pay for treatment shall do so at their own expense.
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 charges, 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 event shall the making by the County of 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.

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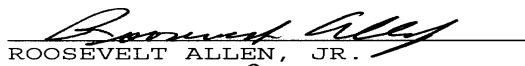

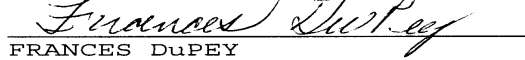
- 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder 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 services 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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 this agreement
- 15. **Miscellaneous Provisions.**
 - A. This agreement represents 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;


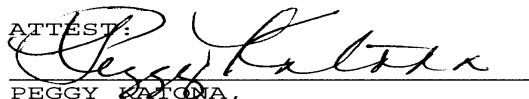
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- 16. **Information Availability.**
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services 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, at 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, invoices, 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

FRESH START COUNSELING SERVICES
 7108 CALUMET AVENUE
 HAMMOND, IN 46324
 (219) 933-7990 (PHONE)
 (219) 933-7992 (FAX)
 (219) 805-7990 (CELL)

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

 ROOSEVELT ALLEN, JR.

 GERRY J. SCHEUB

 FRANCES DUPEY

CONSULTANT

 VERONICA RAMOS-CLARK
 ATTEST:

 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #20 Agenda #20

In the Matter of: L.C. Sheriff – Contract with Daniel M. Bade, D.D.S. for the year 2008 in an amount not to exceed \$35,000.00.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Dr. Daniel M. Bade, D.D.S. for the year 2008 in an amount not to exceed \$35,000.00. Motion passed 3-0.

DENTIST CONTRACT

This Contract is entered into this 20th day of February, 20 08 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the "Board" and Daniel M. Bade, 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, 2008 to and including December 31, 2008.

2. SCOPE OF SERVICE**DENTIST AGREES TO:**

- 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. Subject to annual funding by the Fiscal Body.
- 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 provision 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 situations 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

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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 his operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination. Where applicable this nondiscriminatory clause shall be made a part of any Agreement, Contract or Lease between the Dentist and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid by this agreement.
- B. The principles of equal opportunity in employment and delivery of services apply and the Dentist 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 the nondiscrimination provisions of this agreement may be regarded as a material breach of the agreement.

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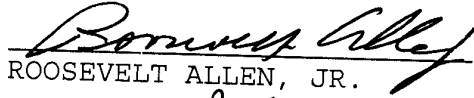
11. MISCELLANEOUS

In the event any portion or portions of this agreement are found to be void or 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.

12. 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 services 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, at 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

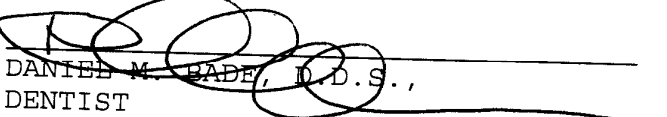

ROOSEVELT ALLEN, JR.


GERRY J. SCHEUB


FRANCES DuPEY

ATTESTED:

PEGGY KATONA,
LAKE COUNTY AUDITOR

DANIEL M. BADE, D.D.S.
8217 WICKER AVENUE
ST. JOHN, IN 46373
(219) 558-8326
FAX: (219) 558-8329


DANIEL M. BADE, D.D.S.,
DENTIST

Order #21 Agenda #21

In the Matter of L.C. Sheriff – Contract with Rodolto L. Jao, M.D. for the year 2008 in an amount not to exceed \$30,000.00 at the rate of \$2,500.00 per month.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Rodolto L. Jao, M.D. for the year 2008 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 this 20th day of February, 20 08 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 Rodolto 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 mutually agree as follows:

1. TERM

The term of this Contract is from January 1, 2008 to December 31, 2008.

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. Subject to annual funding by the Fiscal Body.

The Consultant will, consistent with these provisions, tender the necessary verified and itemized forms on 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 issued 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 consultation 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 procedures.

5. **MALPRACTICE INSURANCE**

- A. The Board agrees to provide incidental malpractice insurance to Contractor during the period of this Contract in an annual aggregate amount of \$300,000.00 on occurrence basis.
- B. The Board shall reimburse physician for all attorney's fees which the doctor 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 physician, in his corporate or individual capacities.

6. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

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

- A. No person shall, on the grounds of race, color, national origin or sex be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services apply and the Hospital Consultant commits to a policy and practice of non-discrimination 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 Contract.
- D. The provisions of all Federal Civil Rights Laws and the Indiana Civil Rights Law as applicable are incorporated by

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reference as part of this Contract.

- E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.

7. **MISCELLANEOUS PROVISIONS**

- A. The parties shall periodically review the medical, mental health, dental and operation considerations.
- B. The agreement represents 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 or 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.

- 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 services 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, at 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.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERRY J. SCHEUB

Frances DuPey
FRANCES DUPEY 2/20/08

ATTESTED:
Peggy Katona
PEGGY KATONA,
LAKE COUNTY AUDITOR

CONSULTANT

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

Order #22 Agenda #22

In the Matter of: L.C. Sheriff – Contract with Veronica Gonzalez for the year 2008 in an amount not to exceed #30,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Veronica Gonzalez for the year 2008 in an amount not to exceed #30,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

Order #22 Agenda #22 (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between VERONICA M. GONZALEZ, (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 this 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.
 - D. 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 Thirty Thousand Dollars (\$30,000.00) for all services required 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. Subject to annual funding by the Fiscal Body.

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Fiscal Body.

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 to 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 event shall the making by the County of 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

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employees of or have any contractual relationship with the County. All of 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 services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represents 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 the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any

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finer 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 its elected or appointed officials 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, invoices, 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. **Conflict 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.**

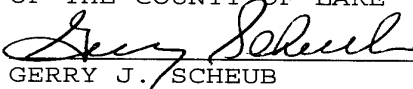


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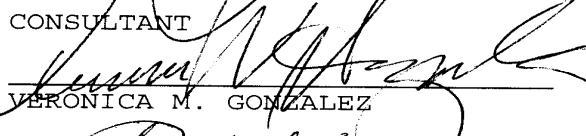
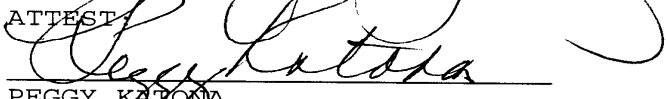
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at 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
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

VERONICA M. GONZALEZ
 11035 BROADWAY, SUITE A
 CROWN POINT, IN 46307
 (219) 662-2300 OR
 (219) 738-1802
 FAX (219) 662-8739

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

 GERRY J. SCHEUB

 ROOSEVELT ALLEN, JR.

 FRANCES DUPEY

CONSULTANT

 VERONICA M. GONZALEZ
 ATTEST

 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #23 ADD Agenda #22A

In the Matter of: L.C. Sheriff – Vendor Qualification Affidavit with Hielo Services.

Allen made a motion, seconded by DuPey, to approve the Vendor Qualification Affidavit with Hielo Services on behalf L.C. Sheriff's Department, Drug Free Alliance. Motion passed 3-0.

Order #24 ADD Agenda #22B

In the Matter of: L.C. Sheriff – Vendor Qualification Affidavit with Renae Brantley d/b/a Aubergine Communications.

Allen made a motion, seconded by DuPey, to approve the Vendor Qualification Affidavit with Renae Brantley d/b/a Aubergine Communications on behalf L.C. Sheriff's Department, Drug Free Alliance. Motion passed 3-0.

Order #25 Agenda #23

In the Matter of: L.C. Surveyor – Agreement with DLZ Indiana, LLC for the preparation of GIS layers and applications related to County-Wide addressing system, stormwater management system and as needed technical services in an amount not to exceed \$399,000.00.

Allen made a motion, seconded by DuPey, to approve the L.C. Surveyor's Agreement with DLZ Indiana, LLC for the preparation of GIS layers and applications related to County-Wide addressing system, stormwater management system and as needed technical services in an amount not to exceed \$399,000.00. Motion passed 3-0.

Order #25 Agenda #23(cont'd)

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of February, 2008, by and between the Lake County Surveyor's Office, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "OWNER", and DLZ Indiana, LLC, 7011 Indianapolis Blvd., Hammond, IN 46324, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the OWNER desires to contract for the preparation of Geographic Information System (GIS) layers and applications to supplement the OWNER's existing GIS, and

WHEREAS, the CONSULTANT has expressed a willingness to perform said design services as set out in Appendix "A",

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

The preparation of GIS layers and applications related to County-Wide addressing system, stormwater management system and as-needed technical services as described in Appendix A. (Hereinafter called the Project).

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

Section I. Basic Services by CONSULTANT

The basic services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

Section II. Information and Services to be Furnished by the OWNER

The information and services to be furnished by the OWNER are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

Section III. Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the OWNER, and shall deliver the work to the OWNER in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

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Section IV. Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

Section V. Additional Services of CONSULTANT

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in Appendix "E", attached to this Agreement, and made an integral part hereof.

Section VI. General Provisions**1. Work Office**

The CONSULTANT shall perform the work under this Agreement at the following offices:

DLZ Indiana, LLC
7011 Indianapolis Blvd.
Hammond, IN 46324

2. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the OWNER which shall not be unreasonably withheld. Consent to sublet, assign or otherwise dispose of any portion of the work under this agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All deliverable documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the OWNER upon payment of all sums due to CONSULTANT. CONSULTANT shall be entitled to keep copies. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents which he caused, herein enumerated, while they are in his

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possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the OWNER.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the OWNER and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to negligent activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the OWNER from claims, suits, actions, damages, and costs of every name and description to the proportionate extent arising out of or resulting from the negligent services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

8. Limitations of Liability

No employee of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and CONSULTANT shall include in the Agreement the amount of such limit and the additional compensation to be paid to CONSULTANT for assumption of such risk.

9. Status of Claims

The CONSULTANT shall be responsible for keeping the OWNER currently advised as to the status of any claims made for damages against the CONSULTANT which are known resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to OWNER within thirty (30) days.

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10. Workmen's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the OWNER for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the OWNER, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the OWNER with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the OWNER. In the event that such written notice of change or cancellation is given, the OWNER may at its option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including OWNER'S or Contractor's Protective Coverage (naming the OWNER as an additional insured). Limits of liability to be not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one occurrence, and not less than \$500,000 for all damages arising out of injury to or destruction of property or a combined single limit of \$1,000,000.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$500,000 for each person, including death at any time resulting therefrom, and not less than \$1,000,000 in any one accident, and not less than \$500,000 for all damages arising out of injury to or destruction of property, including hired or non-owned vehicles, or a combined single limit of \$1,000,000.

11. Progress Reports

The CONSULTANT shall submit periodic Progress Report to the OWNER describing progress to date.

12. Changes in Basic Services

In the event the OWNER requires a change in the basic services as contained in Appendix A, after said basic services have progressed as directed by the OWNER, adjustments in compensation to the CONSULTANT, and in time for performance of said basic services as modified, shall be determined by the OWNER in consultation with CONSULTANT and the CONSULTANT shall not commence the change of said basic

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services until a supplemental agreement is executed within ninety (90) days of the change and the CONSULTANT is authorized in writing by the OWNER.

13. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, the CONSULTANT shall deliver to the OWNER all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the OWNER. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of termination and which estimate shall be as made by the OWNER in consultation with CONSULTANT for all services to be paid for on a lump sum basis.

14. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the 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, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

15. Successors and Assignees

The OWNER, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

16. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

17. Duration of Agreement

If the basic services covered in this Agreement have not been completed by the periods defined in Appendix 'C' of this Agreement, through no fault of the CONSULTANT, extension of the CONSULTANT's services beyond that time shall be revised to include compensation for inflationary adjustments.

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18. Owner Indemnification

The OWNER hereby agrees to indemnify, hold and save the CONSULTANT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the OWNER, his directors, officers, and employees, for whose acts the OWNER is responsible under this Agreement. Notwithstanding the foregoing, the OWNER shall not be required to indemnify the CONSULTANT, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the CONSULTANT, its officers, agents, or employees.

19. Engineer Indemnification

The CONSULTANT hereby agrees to indemnify, hold and save the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character to the proportionate extent arising out of the intentional misconduct and/or negligent acts of every kind and character arising out of the intentional misconduct and/or negligent acts or omissions of the CONSULTANT, his directors, officers, and employees, for whose acts the CONSULTANT is responsible under this Agreement subject to any limit of liability established by this Agreement. Notwithstanding the foregoing, the CONSULTANT shall not be required to indemnify the OWNER, its officers, agents, or employees against liability for damages arising out of injury to persons, theft, or loss or damage to property caused by or resulting from the negligence or intentional misconduct of the OWNER, its officers, agents, or employees.

20. Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt Requested:

Lake County Surveyor's Office	DLZ Indiana, LLC
2293 N. Main Street	7011 Indianapolis Blvd.
Crown Point, IN 46307	Hammond, IN 46324
Att: Mr. George Van Til	Att: Mr. W. Michael Jabo
Lake County Surveyor	Division Manager

21. Disputes

All disputes between the parties hereto concerning questions of fact in connection with the work not disposed of by agreement between the parties shall be submitted to the American Arbitration Association. Costs of such arbitration shall be assessed as one of the issues to be arbitrated.

22. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

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

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT:

DLZ INDIANA, LLC

Robert P. Kirkley
Robert P. Kirkley, P.E., L.S.
Senior Vice President

ATTEST:

W. Michael Jabo
W. Michael Jabo
Division Manager

OWNER:

LAKE COUNTY
BOARD OF COMMISSIONERS

By: Roosevelt Allen, Jr.
Roosevelt Allen, Jr., District 1

By: Gerry J. Scheub
Gerry J. Scheub, District 2

By: Frances L. DuPey
Frances L. DuPey, District 3

ATTEST:
Peggy Hollaga Katona
Peggy Hollaga Katona, Auditor

Approved as to Legality and Form:

Attorney for Lake County

ACKNOWLEDGMENT

STATE OF INDIANA COUNTY OF ST. JOSEPH SS:

Before me, the undersigned Notary Public in and for said County personally appeared Robert P. Kirkley, Senior Vice President and W. Michael Jabo, Division Manager of DLZ Indiana, LLC, 7011 Indianapolis Blvd., Hammond, IN 46324, and each acknowledged the execution of the foregoing agreement on this 7th day of February, 2008 and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires:

March 6, 2008

County of Residence: St. Joseph

Connie J. Hume
Connie J. Hume, Notary Public

ACKNOWLEDGMENT

STATE OF INDIANA COUNTY OF Lake SS:

Before me, the undersigned Notary Public in and for said County personally appeared Roosevelt Allen, Jr., District 1; Gerry J. Scheub, District 2; and Frances L. DuPey, District 3, of the Lake County Board of Commissioners and acknowledged the execution of the foregoing agreement on this _____ day of _____, 20____.

Witness my hand and seal the said last named date.

My Commission Expires:

County of Residence:

Notary Public

(Form approved by the Attorney General)

*Appendix A – on file.

Order #26 Agenda #24

In the Matter of: L.C. Surveyor – Release Monument Bond in the amount of \$24,500.00 and As-Built Bond in the amount of \$3,500.00 from Centier Bank for Deer Ridge South.

DuPey made a motion, seconded by Allen, to approve L.C. Surveyor - Release Monument Bond in the amount of \$24,500.00 and As-Built Bond in the amount of \$3,500.00 from Centier Bank for Deer Ridge South. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake
Re: INSPECTION OF DEER RIDGE SOUTH, SUBDIVISION

Whereas, The County Surveyor’s Office has examined and filed a written report approving completion of improvements in DEER RIDGE SOUTH Subdivision.

Therefore, be it resolved, the BOARD OF COMMISSIONERS of the County of Lake does hereby authorize the release of the Monuments Bond as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 20TH DAY OF FEBRUARY, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY, COMMISSIONERS

ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

RELEASE

WHEREAS, a MONUMENT BOND, in the form of a OFFICIAL CHECK, from CENTIER BANK was filed in the sum of TWENTY EIGHT THOUSAND-----Dollars (\$28,000.00) for improvements in DEER RIDGE SOUTH Subdivision.

Therefore, the Board of Commissioners of the County of Lake does hereby release said Bond in the form of a OFFICIAL CHECK in the sum of TWENTY EIGHT THOUSAND- -----Dollars (\$28,000.00) effective this date.

DATED 20TH DAY OF FEBRUARY, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY, COMMISSIONERS

ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order #27 Agenda #25

In the Matter of: L.C. Community Corrections: Facilitator Contract with Yvette Salinas for the period of February 20, 2008 to December 31, 2008.

Allen made a motion, seconded by DuPey, to approve L.C. Community Corrections: Facilitator Contract with Yvette Salinas for the period of February 20, 2008 to December 31, 2008 at the rate of \$25.00 per hour for teaching classes, \$15.00 per hour for no more than one hour of preparation time per class and \$15.00 per hour for coordination and auditing of classes. Motion passed 3-0.

FACILITATOR CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from February 20, 2008 to December 31, 2008 by and between Yvette Salinas, (hereinafter called "**Facilitator**") 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 Facilitator.** The County agrees to engage the Facilitator and the Facilitator hereby agrees to perform the services designated in this contact.
2. **Scope of Work.** 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 Community Corrections has established, with approved state funding, a course of cognitive restructuring classes which addresses the issue of criminal thinking and which will be required of select community corrections offenders based upon risk/needs assessment. Trained facilitators will conduct these classes within the following parameters:
 - Facilitators will conduct 2-hour classes per week and will be compensated up to one hour of preparation time per class. The Executive Director or Designee will determine the number of classes.
 - Facilitators must only follow the model and approved facilitators guide book in the presentation of these classes.
 - Facilitators will immediately report to Lake County Community Corrections any participant conduct that is detrimental to the class.
 - Facilitators will notify Community Corrections officials of any changes in the approved class schedule.
 - Facilitators will provide to each offender that successful completes the program a "Certificate of Completion" and a copy of such certificate will be placed in the participant's file.
 - Facilitators will be required to conduct these classes outside of their normally scheduled work hours and must punch-in and out on a time card approved by Community Corrections administrators.

- **Program Coordinator is responsible for ensuring the fidelity of "Thinking for a Change" guidelines by randomly auditing classes.**
- **Meet with Executive Director or designee to schedule classes.**
 - A. Facilitator shall include the following detailed information on provided time sheets:
 - I. Indicated date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.)
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
- 3. **Time of Performance.** The services to be performed hereunder by the Facilitator shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.
- 4. **Compensation.** The County agrees to pay the Facilitator a sum of \$25.00 dollars per hour for teaching classes, \$15.00 per hour for no more than one hour of preparation time per class and \$15.00 per hour for coordination and auditing of classes. Facilitator 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 Facilitator to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Facilitator, shall be incorporated in a written amendment to this agreement.
- 6. **Termination of Agreement for Cause.** 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 Facilitator 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 Facilitator 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 provision 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 Facilitator.
 - 12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Facilitator 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 Facilitator, 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 Facilitator represents that he/she 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 of the services required hereunder will be performed by the Facilitator or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
 - 14. **Equal Opportunity and Affirmative Action.** The Facilitator agrees by the executive 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 subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services 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 non-discrimination provision of the agreement remedy available to the County in respect to such 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 Facilitator by this agreement.

15. Miscellaneous Provisions.

- A. This agreement represents 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. Facilitator may not subcontract any part of the work covered herein without the 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 services provided hereunder it may have access to certain confidential or proprietary information of Facilitator and computer operations. County hereby agrees that it will not, at 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 Facilitator.

- 17. Notice. Any notice, bills, invoices 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 Facilitator have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Frances Dupey
 FRANCES DUPEY
Gerry J. Scheub
 GERRY J. SCHEUB
Roosevelt Allen
 ROOSEVELT ALLEN

CONSULTANT
Yvette Salinas
 Yvette Salinas

ATTEST:
Peggy Polinga Katona
 Peggy Polinga Katona,
 LAKE COUNTY AUDITOR

Order #28 Agenda #27

In the Matter of: L.C. Board of Elections and Registration: Contract with Microvote General Corp. for 525 Infinity Voting Machines and related equipment in an amount not to exceed \$1,483,196.00.

DuPey made a motion, seconded by Allen, to approve L.C. Board of Elections and Registration: Contract with Microvote General Corp. for the purchase of 525 Infinity Voting Machines and related equipment in an amount not to exceed \$1,483,196.00, source of funding are a reimbursement from the Federal Government. Motion passed 3-0.

CONTRACT

This agreement, entered into on the 17th day of January 2008, by and between Lake County, Indiana (hereinafter "County") and MICROVOTE GENERAL CORP. (hereinafter "Company"), is executed due to consideration of the following mutual covenants, terms, conditions and promises:

A. EQUIPMENT AND PRODUCTS1. SALE OR LEASE TERMS

Company agrees to provide computer equipment, hardware, peripheral equipment and other products (hereinafter "equipment and products") as identified (with a price schedule per unit) in conformity with the State of Indiana Quantity Purchase procedures ("QPA"), and the County agrees, subject to the terms of this contract, to accept equipment and products identified in Response to Bid Specifications per the QPA, as set forth in Addendum "E", hereto attached and incorporated by reference, under the following procurement terms:

Sale of Equipment. Company agrees to sell and the County to buy the equipment and products of Company specified in Response to Bid Specifications, per the QPA, , for a total purchase price of \$1,483,196.00 (Excluding Sales Tax).

Delivery of Equipment. Company agrees to manufacture and deliver the equipment to the County, for use in the May 6, 2008 Primary Election.

2. MAINTENANCE AND INSPECTION

The Company shall supply all parts necessary to maintain the Equipment and Products in good working condition, free of charge, for a period of 36 months after the receipt and inspection by County, of respective Equipment and Products. All parts supplied by the Company shall be new standard parts and shall be substituted and exchanged for the old parts, which shall become the property of the Company. Support services shall be provided by the Company free of charge for the warranty described in Addendum "A". These services are highlighted below:

3. RESPONSIBILITIES OF THE COMPANY

(a) Manuals. The Company agrees to prepare and to furnish to the County, at no additional cost, manuals describing the design, operation and required maintenance of the equipment and products. The manuals shall be written so as to be understandable to a layman. The number of manuals needed will be determined by the County, and communicated to the Company within 10 days of execution of this contract by the County.

(b) Training of Personnel. The Company shall train those persons selected by the County in the following areas: (Such training shall be limited to Instruction in the mechanics of the functions listed in this section and shall not include any legal or policy advice relating to the conduct of elections)

(b) Support Services. The Company, only at the specific request of the County, may render the following support services, at each election, in exchange for the following fees (Addendum "B"). These fees shall apply after the 2008 Presidential General Election. The Company shall provide such training on-site in Lake County and, at the County's option, at the Company's headquarters, operator support and manufacturing facility. The Company shall also provide all necessary on-site precinct official training for election day operations for the 2008 Presidential Primary and General Elections, including training manuals for all precinct officials. During this period, the Company shall supervise the following support services at each election during the warranty period:

1. Preparation of all ballot information.
2. Programming all voting devices.
3. Preparation of Absentee Ballots.
4. All Precinct Training Seminars.

The Company shall inform and advise County of all changes, upgrades and modifications available in the Equipment and Products as soon as possible.

(c) Special Election Day Services. For each election to be held during the 2008 Presidential Election year in which the Products and/or Equipment are to be utilized by the County, the Company agrees to provide on Election Day, sufficient staff to perform any emergency

repair or support services that may be necessary.

B. SOFTWARE

1. TERMS

The Company hereby grants the County a nontransferable and nonexclusive license to:

- (a) Use, load, execute, store or display the computer programs (hereinafter "Licensed Programs") and each copy, update or modification of any or all Licensed Programs.
- (b) Use all "Support Documentation" designated as any diagrams, manuals, instructions, and other similar materials, and any copies of any of the foregoing, related to the Licensed Programs and delivered to the County in accordance with the provisions of this License.
- (c) Have one (1) back-up copy of the Licensed Programs, which shall be supplied by the Company to the County.

2. NO MODIFICATION OR MERGING.

The County shall not translate, update or modify the Licensed Programs, or merge the Licensed Programs into other software, except as may be necessary to incorporate Updates delivered to the County by the Company, unless by written express consent of the Company.

3. TITLE.

The County acknowledges that title to all-intellectual property rights, including patent, trademark, copyright and trade secret rights, and title to all ownership rights in all copies of media bearing the Licensed Programs and Support Documentation shall be retained by the Company.

4. DELIVERY:

Subject to conditions beyond its reasonable control, the Company shall deliver one (1) copies of the Licensed Programs in machine-readable object code and related Support Documentation to the County within thirty (30) days after execution by the Company and the County of this Agreement. The Company shall bear the cost of such delivery.

5. RISK OF LOSS.

The Company will relieve the County of responsibility for all risk of loss or damage to the Licensed

Programs and Support Documentation occurring during shipment. If the Licensed Programs or Support Documentation are lost or damaged after delivery to the County, the Company will replace the Licensed Programs or Support Documentation at the Company's then applicable charges for such replacement.

6. INSTALLATION AND TRAINING

- (a) The Company shall assist the County in installing the Licensed Programs on designated machines and shall train the County's employees in the use of the Licensed Programs for the warranty period.
- (b) The County shall prepare the designated sites in such a manner as to permit proper installation of the Licensed Programs, particularly with respect to electric power and ambient conditions. The County shall be responsible for the compatibility of the designated machine supplied to the Company by the County.

7. MODIFICATIONS AND UPDATES

- (a) In the event the Company makes any updates to the Licensed Programs during the term of this License, the Company agrees to offer such updates to the County, along with related Support Documentation, as long as the Annual Software Maintenance Agreement has been signed and paid in full as described in Addendum "C".
- (b) In the event the Company makes any enhancements to the Licensed Programs during the term of this License, the Company agrees to offer such enhancements to the County if such offer would not violate any agreement with any other customers of the Company. Additional license fees for each such enhancement will be negotiated with the County at the time the enhancement is so offered.
- (c) The County agrees to use the updated Licensed Programs delivered to the County by the Company. If new copies of the Licensed Programs with updates or enhancements are delivered to the County by the Company, the County shall return all old copies of the Licensed Programs to the Company Within ten (10) days of such delivery.

8. RESTRICTIONS ON DISSEMINATION

- (a) The County acknowledges that the Licensed Programs and Support Documentation are Confidential information that is the property and trade secret of the Company. The County will take all reasonable steps to maintain the confidentiality of this information.
- (b) The County shall not, without the Company's prior written permissions, disclose, provide, or make available any of the Licensed Programs or Support Documentation, in any form to any person, except to employees or consultants of the County whose access is necessary to enable the County to exercise its rights under this agreement.
- (c) The County shall require any employee or consultant having such access to agree to maintain the confidentiality of the Licensed Programs and Support Documentation.

9. COPYRIGHT AND COPYING

- (a) Except as authorized in advance by the Company, the County shall not copy all or any part of the Licensed Programs and Support Documentation.
- (b) The County shall not permit any other person or organization to copy any of the Licensed Programs or Support Documentation.
- (c) All Authorized Copies delivered to the County shall include the following legend:

Copyright by MicroVote General Corp. as an unpublished work created in 1999 and first licensed in 1999. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION IS CONFIDENTIAL, PROPRIETARY INFORMATION AND A TRADE SECRET WHICH IS THE PROPERTY OF "THE COMPANY." ALL USE, DISCLOSURE AND/OR REPRODUCTION NOT EXPRESSLY AUTHORIZED BY MICROVOTE GENERAL CORP. IS PROHIBITED. THIS COMPUTER PROGRAM AND/OR DOCUMENTATION MAY ALSO BE PROTECTED UNDER THE COPYRIGHT AND TRADE SECRET LAWS OF NON-U.S. COUNTRIES. ALL RIGHTS RESERVED.

- (d) The County shall not remove this legend from any Licensed Programs or Support Documentation.
- (e) The County shall maintain a log of the number and location of all originals and copies of the Licensed Programs and Support Documentation shall be kept only at a specified site designated by the County, unless the Company provides written approval, at the Company's discretion, to the County to maintain such copies at a location other than the designated site.

C. TERMS AND CONDITIONS APPLICABLE UNDER SECTIONS A AND B

1. RESPONSIBILITIES OF COUNTY.

- (a) The County shall provide the Company full access during reasonable business hours to the equipment and products to perform any maintenance services required during the term of this Agreement.
- (b) If maintenance is performed at the County's facilities, the County shall provide the Company with adequate working space including, but not limited to, heat, light, ventilation, electric current and outlets, and adequate storage space, if required by the Company, for spare parts for equipment and products. Such working space and storage space shall be within a reasonable distance from the equipment and products, and shall be provided to the Company by the County at no charge.
- (c) If the Company so requests, the County shall record, in reasonable detail, operating information for equipment and products. Such records shall adequately show the operating history of equipment and products, including any history of malfunctions.

2. FORCE MAJEURE.

The Company and/or the County shall be excused from performance hereunder for any period the Company or the County is prevented from performing their respective obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or

other cause beyond its reasonable control. In addition, such nonperformance shall not be a ground for termination or default.

3. WAIVER.

Any waiver by either part of any provision of this Agreement must be in writing, and shall not imply subsequent waiver of that or any other provision.

4. NOTICES.

Except as otherwise noted in this Agreement, any notice, demand, request or other communication required to be given by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed either by first class, registered or certified mail, return receipt requested, or transmitted by hand delivery, telegram or telex, to the appropriate addresses as follows:

*County: Lake County Board of Elections and Registration
Sally LaSota, Director
2293 N Main Street
Crown Point, IN 46307

*Company: MicroVote General Corporation
6366 Guilford Avenue
Indianapolis, Indiana 46220

or to such other address as either party may hereinafter substitute by written notice given in the manner prescribed in this paragraph. Notice shall be deemed given three (3) days after mailed, or at such time as it is actually delivered to the addressee or such attempted delivery is refused by the addressee.

5. ASSIGNMENT.

Neither party may, without prior written consent of the other party, assign or otherwise transfer this Agreement, or any of the rights or obligations under this Agreement, to a third party.

6. GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

7. ATTORNEY'S FEES.

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, the equipment, products, services, software or obligations described herein, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in such litigation which shall be determined by the Court in the underlying litigation or in a separate action brought for that purpose.

8. INDEMNITY.

The Company shall indemnify and hold harmless the County from any and all damages, judgments, liens, penalties and costs arising from a breach of the terms contained in this Agreement or negligence on the part of the Company in fulfilling the terms herein.

9. WARRANTIES.

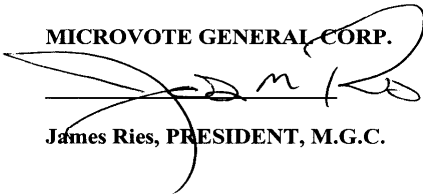
The Company warrants that the Equipment, Products and Software shall be merchantable on the date of execution of this Agreement and on the respective dates of delivery. The Annual Software Maintenance Agreement will cover **both** Election Management Software(EMS)and Infinity® Firmware upgrades and enhancements during this period.

10. COMPLETE AGREEMENT.

The complete Agreement between MicroVote General Corp. and Lake County, Indiana will consist of the following:

- (a) the Request for Proposal issued by Lake County and all addenda;
- (b) MicroVote General Corporations= response to the Request for Proposal and all attachments;
- and
- (c) this Contract and its attachments. This Agreement cannot be modified except by written agreement signed by all parties hereto.

DATED: 1/31/08

MICROVOTE GENERAL CORP.

James Ries, PRESIDENT, M.G.C.

(CORPORATE SEAL)

LAKE COUNTY

DATED: _____


COUNTY COMMISSIONER


COUNTY COMMISSIONER


COUNTY COMMISSIONER

(COUNTY SEAL)

**Addendum A & B" on file.

Order #29 Agenda #29

In the Matter of: L.C. Fairgrounds – Request for permission to purchase one (1) 2008 or newer Ford F-150 Series ¾ ton standard cab 4 x 4 pickup truck with plow through the Procurement Division of the State of Indiana QPA in the amount of \$24,747.80.

Allen made a motion, seconded by DuPey, to approve the L.C. Fairgrounds' request for permission to purchase one (1) 2008 or newer Ford F-150 Series ¾ ton standard cab 4 x 4 pickup truck with plow through the Procurement Division of the State of Indiana QPA in the amount of \$24,747.80. Motion passed 3-0.

Order #30 Agenda #30

In the Matter of: L.C. Clerk – Consulting Contract with David Saks for Attorney Services for the year 2008 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with David Saks for Attorney Services for the year 2008 in an amount not to exceed \$35,000.00 at the rate of \$90.00 per hour on behalf of the Lake County Clerk. Motion passed 3-0.

Order #30 Agenda #30 (cont'd)

Clerk

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between DAVID SAKS, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CLERK (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 this 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.
 - 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the

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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 required 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. Subject to annual funding by the Fiscal Body.
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 to 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.

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12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of 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 of 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 services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time

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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 represents 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 the 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 officials 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, invoices, 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. **Conflict 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

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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.


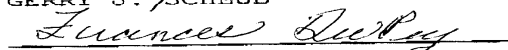

19. **Information Availability.**

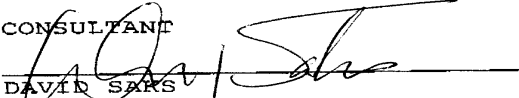
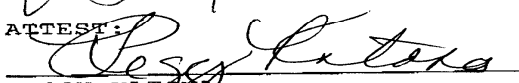
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at 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
2293 NORTH MAIN STREET
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 COMMISSIONERS
OF THE COUNTY OF LAKE

 GERRY J. SCHEUB

 FRANCES DUPEY

 ROOSEVELT ALLEN, JR.

CONSULTANT

 DAVID SAKS
 ATTEST:

 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #31 Agenda #31

In the Matter of: L.C. St. John Township Assessor – Consulting Contract and Vendor Qualification Affidavit for Appraisal Services with David Hasselbring Real Estate Appraisals in an amount not to exceed \$10,000.00 at the rate of \$250.00 per residential appraisal.

DuPey made a motion, seconded by Allen, to approve the St. John Township Assessor's Consulting Contract and Vendor Qualification Affidavit for Appraisal Services with David Hasselbring Real Estate Appraisals in an amount not to exceed \$10,000.00 at the rate of \$250.00 per residential appraisal. Motion passed 3-0.

CONSULTING CONTRACT FOR APPRAISAL SERVICES
FOR ST. JOHN TOWNSHIP ASSESSOR

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from February 20, 2008 to December 31, 2008 by and between David Hasselbring Real Estate Appraisals, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the St. John Township 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 this 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. Have and maintain the appropriate appraisal licenses during this engagement.
 - B. 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
 - C. Perform appraisal services at the direction of the St. John Township Assessor.
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 \$250.00 per Residential Appraisal not to exceed the sum of Ten Thousand

(\$10,000.00) Dollars payable thirty (30) days after completion of each appraisal for these appraisal services.

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 charges, 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 event shall the making by the County of 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 of 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 services 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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 this agreement
- 15. **Miscellaneous Provisions.**
 - A. This agreement represents 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 the prior written consent of the County.
- 16. **Information Availability.**


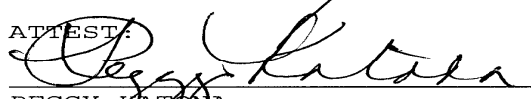
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at 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, invoices, 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

DAVID HASSELBRING
 REAL ESTATE APPRAISALS
 1100 WILD FLOWER LANE
 DYER, IN 46311
 (219) 838-3384

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

 GERRY J. SCHEUB

 ROOSEVELT ALLEN, JR.

 FRANCES DUPEY

CONSULTANT

 DAVID HASSELBRING
 ATTEST:

 PEGGY LATINA,
 LAKE COUNTY AUDITOR

Order #32 Agenda #32

In the Matter of: L.C. Treasurer – Consulting Contract with Andreas Kyres for Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to have this item on the agenda for the Lake County Treasure's office tabled due to the fact that Attorney Kyres has a contract with the Lake County Conflicts Attorney area currently open. Motion to table passed 3-0.

Order #33 Agenda #33

In the Matter of: L.C. Treasurer – Consulting Contract with John Pangere for Attorney Services with regard to Bankruptcy for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the L.C. Treasurer – Consulting Contract with John Pangere for Attorney Services with regard to Bankruptcy for the year 2008 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 this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between JOHN PANGERE, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (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 this 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:

BANKRUPTCY

- 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 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 required 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. Subject to annual funding by the Fiscal Body.
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 to 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 event shall the making by the County of 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

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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 of 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 services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this 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.

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16. Miscellaneous Provisions.

- A. This agreement represents 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 the 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 officials 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, invoices, 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. Conflict 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 services 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, at 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
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

JOHN PANGERE
9205 BROADWAY
MERRILLVILLE, IN 46410
(219) 738-2800

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Schaub
GERRY J. SCHUB

Frances Dupey
FRANCES DUPEY

CONSULTANT

John Pangere
JOHN PANGERE

ATTEST

Peggy Rayona
PEGGY RAYONA,
LAKE COUNTY AUDITOR

Order #34 Agenda #34

In the Matter of: L.C. Data Processing – Service Agreement #15079 with Chester, Inc. for printer maintenance in an amount not to exceed \$13,170.00 at the rate of \$3,292.50 per quarter.

Allen made a motion, seconded by DuPey, to approve L.C. Data Processing – Service Agreement #15079 with Chester, Inc. for printer maintenance in an amount not to exceed \$13,170.00 at the rate of \$3,292.50 per quarter. Motion passed 3-0.

Order #35 ADD Agenda#34A

In the Matter of: L.C. Co-Op Extension – Extension Contractual Services Agreement with Purdue University for the year 2008 in an amount not to exceed \$166,865.00.

DuPey made a motion, seconded by Allen, to approve L.C. Co-Op Extension – Extension Contractual Services Agreement with Purdue University for the year 2008 in an amount not to exceed \$166,865.00. Motion passed 3-0.

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF

LAKE COUNTY, INDIANA

This agreement made this first day of January, 2008 by and between the government of Lake County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and CONSUMER and FAMILY SCIENCES position(s), the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Lake County and the State of Indiana in the following manner: Extension Service Programs to Include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and CONSUMER and FAMILY SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. For the support of services which shall extend for a period of one year from the date first written above, the County agrees to contribute to Purdue University the dollar amounts specified in the Budget attached and hereby incorporated as part of this Agreement as Attachment A. The specified amounts shall be paid in one or two installments. Invoices will be issued by the University for these installments on or about April 1 and September 1. If county chooses 1 installment, it will be invoiced on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.

- 3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
- 4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment or release back to the county.
- 5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
- 6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Lake County, Indiana:

- 1. 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.
- 2. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action. Except as otherwise provided herein, Purdue University, Purdue Cooperative Extension Service, Lake County shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Agreement, with respect to his/her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his/her race, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, disability or status as a veteran. No one shall be denied the benefits of, or be subject to discrimination, on the grounds of race, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, disability or status as a veteran. Breach of this section is a material breach of this agreement.
- 3. The provisions of the Affirmative Action Program adopted by the County Commissioners of the County of Lake on November 1, 1992 as applicable are incorporated by reference as part of this agreement.
- 4. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract, or lease between the University and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the University by this agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

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

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE

BY *Cherise R. Hall*
 Cherise R. Hall, Business Manager
 Agricultural Sponsored Program Services
 Title *JR*

2/6/08
Date

BY *Charles A. Hibberd*
 Charles A. Hibberd, Director
 Cooperative Extension Service
 Title

2-10-08
Date

COUNTY GOVERNMENT:

BY *[Signature]*
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 County Government Official
 Typed Name
[Signature]
 APPROVED THIS *20th* DAY OF *February*, 20*08*
 Title

Date

Order #36 ADD Agenda#34B

In the Matter of: L.C. North Township Assessor – Draftsman Contract with Mark A. Gordish for the year 2008 in an amount not to exceed \$10,000.00 at the rate of \$30.00 per hour.

DuPey made a motion, seconded by Allen, to approve L.C. North Township Assessor – Draftsman Contract with Mark A. Gordish for the year 2008 in an amount not to exceed \$10,000.00 at the rate of \$30.00 per hour, a renewal with same rates as 2007. Motion passed 3-0.

DRAFTSMAN CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 2008, effective from January 1, 2008 to December 31, 2008 by and between MARK A. GORDISH, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter call the "**County**") on behalf of the North Township Assessor.

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 this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:
 - A. Drafting Services required in maintenance of plats and section mylars.
 - B. Draftsman shall devote such hours as are necessary to perform the service listed above.
 - C. Draftsman shall exercise independent judgment to act in the best interest of the parties represented.
 - 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 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 Ten Thousand Dollars (\$10,000.00) for all services at the rate of \$30.00 per hour. Subject to annual funding by the Fiscal Body.
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 event shall the making by the County of 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 of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in 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:

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- 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 services 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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 this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents 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 the 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 services 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, at any time during or

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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, invoices, 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. **Conflict 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.

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


MARK A. GORDISH, DRAFTSMAN
7638 MONTANA AVENUE
HAMMOND, IN 46323
(219) 989-9968


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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DUPEY

ATTEST:

PEGGY PATTON,
LAKE COUNTY AUDITOR

CONSULTANT:

MARK A. GORDISH, DRAFTSMAN

Order #37 ADD Agenda #36A

In the Matter of: E-9-1-1.

DuPey made a motion, seconded by Allen, to approve Tri-Creek Emergency Medical Services E-9-1-1 Request in the amount of \$25,000.00, for the completion of a project for the Town of Lowell Emergency Services Fire Building.

Order #37 ADD Agenda #36A

In the Matter of: E-9-1-1.

DuPey made a motion, seconded by Allen, to approve Highland Police Department's E-9-1-1 request in the amount of \$2,665.00, for the purchase of wireless headsets. Motion passed 3-0.

Order #38 Agenda #37

In the Matter of: L.C. Board of Commissioners – Consulting Contract with Michael Bosch on behalf of the Lake County Coroner for Attorney Services for the year 2008 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract renewal with Michael Bosch on behalf of the Lake County Coroner for Attorney Services for the year 2008 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month. Motion passed 3-0.

Order #38 Agenda #37 (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between MICHAEL BOSCH, (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 this 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 CORONER

- 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 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.

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4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Thousand Two Hundred Forty Dollars (\$3,240.00) for all services required herein at the rate of \$270.00 per month, 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. Subject to annual funding by the Fiscal Body.
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 to 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 event shall the making by the County of 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,

2

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 of 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 services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents 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

3

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 the 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 officials 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, invoices, 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. **Conflict 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

4

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.

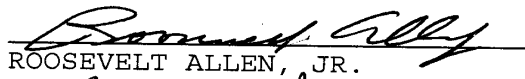
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at 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
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

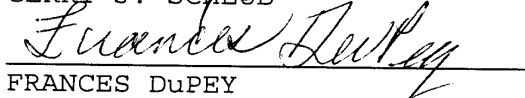
MICHAEL BOSCH
7150 INDIANAPOLIS BLVD.
HAMMOND, IN 46324
(219) 844-3020

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

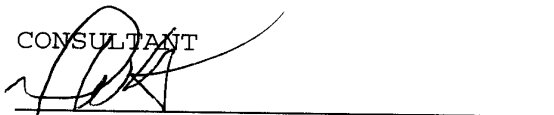
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.

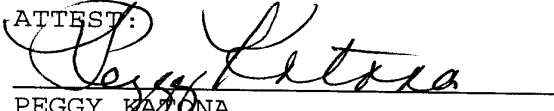

GERRY J. SCHEEB


FRANCES DUPEY

CONSULTANT


MICHAEL BOSCH

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

In the Matter of: L.C. Board of Commissioners – Consulting Contract with Randy Godshalk and the Lake County Community Corrections for Attorney Services for the year 2008 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month.

DuPeay made a motion, seconded by Allen, to approve L.C. Board of Commissioners – Consulting Contract with Randy Godshalk and the Lake County Community Corrections for Attorney Services for the year 2008 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month. Motion passed 3-0.

Order #39 Agenda #38 (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between RANDY A. GODSHALK, (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 this 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 COMMUNITY CORRECTIONS

- 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 work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 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.

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4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Thousand Six Hundred Dollars (\$3,600.00) for all services required herein at the rate of \$300.00 per month, 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. Subject to annual funding by the Fiscal Body.
 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 to 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 event shall the making by the County of 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

2

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 of 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 services 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 such breach or default.
 - F. Where applicable, nondiscriminatory 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 this 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.**

3

- A. This agreement represents 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 the 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 officials 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, invoices, 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. **Conflict 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

4

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.**

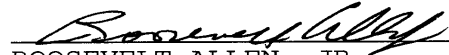
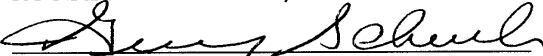
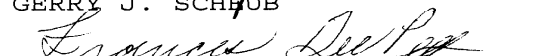
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at 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
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

RANDY A. GODSHALK
 7127 INDIANAPOLIS BLVD.
 HAMMOND, IN 46324
 (219) 844-1300
 (219) 554-1230

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


 ROOSEVELT ALLEN, JR.

 GERRY J. SCHEUB

 FRANCES DUPEY

CONSULTANT

 RANDY A. GODSHALK

ATTEST:

 PEGGY KADONA,
 LAKE COUNTY AUDITOR

Order #40 Agenda #39

In the Matter of: L.C. Board of Commissioners – Consulting Services Agreement between Shared Resource Solutions, Inc. and the Board of Commissioners for assistance with human resource matters for the period of March 1, 2008 to February 28, 2009 in an amount not to exceed \$42,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Services Agreement between Shared Resource Solutions, Inc. and the Board of Commissioners for assistance with human resource matters for the period of March 1, 2008 to February 28, 2009 in an amount not to exceed \$42,000.00. Motion passed 3-0.

Order #40 Agenda #39 (cont'd)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of this 20th day of February, 2008, 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 and extend the relationship for 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 \$42,000.00 for a twelve month period commencing March 1, 2008 and ending with February 28, 2009.

4. Primary Contact:

Lake County designates the members of the Board of Commissioners as the primary contacts 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 303
Hammond, Indiana 46320

TO LAKE COUNTY:

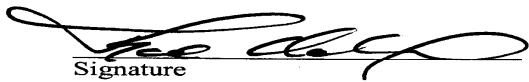
- 1.0.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the 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/Managing Partner
Title

Signature **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**


Printed Name

APPROVED THIS 20th DAY OF February 2008
Title

Order #41 Agenda #40

In the Matter of: L.C. Board of Commissioners – ABATE of Indiana’s Motorcycle Safety Division request for the continued use of the Lake County Government Center parking lot for motorcycle safety training.

The Board as a whole praises ABATE and it’s representative for doing a great job and allows ABATE of Indiana’s Motorcycle Safety Division request for the continued use of the Lake County Government Center parking lot for motorcycle safety training. Motion passed 3-0.

Order #42 Agenda #41

In the Matter of: L.C. Board of Commissioners – Check No. 100341979 8 in the amount of \$4,717.00.

DuPey made a motion, seconded by Allen, approve Check No. 100341979 8 in the amount of \$4,717.00, a bond for Building A – Water Damage, to go in the self-insurance fund. Motion passed 3-0.

Order #43 ADD Agenda #41A

In the Matter of: Revised 2008 Attorney Staff Assignments/Compensation.

Allen made a motion, seconded by DuPey, to approve the Revised 2008 Attorney Staff Assignments/Compensation. Motion passed 3-0.

Order #43 ADD Agenda #41A (cont'd)

OFFICE OF THE ATTORNEY TO THE BOARD OF COMMISSIONERS
APPROVED SUBJECT TO COUNCIL ORDINANCE 1077-C-3
2008 ATTORNEY STAFF ASSIGNMENTS / COMPENSATION****

<p>APPROVAL OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE GERRY SCHEUB <i>Gerry Scheub</i> FRANCES DuPEY <i>Frances DuPey</i> ROOSEVELT ALLEN, JR. <i>Roosevelt Allen</i> APPROVED THIS 20th DAY OF February, 2008</p>

<p>John S. Dull P.O. Box 14058 Merrillville IN 46411-4058 jsdull@yahoo.com</p>	<p><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 Any elected official or county agency not specifically identified Auditor matters, except for those matters under contract to Auditor, Treasurer, or Another Official/Department Lake County Assessor, in those cases with Meeker 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 Hermits Lake At County on Mondays from 8:30 a.m. to 4:30 p.m. <u>Real Estate Attorney</u> Public Works Commissioners Real Estate Labor Attorney Highway Recorder Mail Room Veterans Services Weights and Measures All Real Estate Issues of Whatever Kind Quiet Title and Treasurer Perfection for all County entities Lake County Combined Juvenile Detention Center Lake County Public Records Commission Lake County Assessor as assigned by Assessor At County on Tuesdays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney</u> Township Trustees and Assessors of Cedar Creek, Center, Eagle Creek, Hanover, Hobart, Ross, St. John, West Creek and Winfield County Defense Lawyer as assigned County Tax Appeal Lawyer Lake County PTABOA Lake County Assessor as assigned by Assessor At County on days and times set by Assessor</p>	<p>Phone 219-644-7172 Fax 219-988-5639</p>
<p>Joseph S. Irak** 9219 Broadway Merrillville IN 46410</p>	<p><u>Assistant Attorney</u> Fairgrounds Plan Commission Board of Zoning Appeals Pipelines and Utilities Contractors Licensing Board Plan Commission Enforcement Health Department Enforcement Hermits Lake At County on Mondays from 8:30 a.m. to 4:30 p.m. <u>Real Estate Attorney</u> Public Works Commissioners Real Estate Labor Attorney Highway Recorder Mail Room Veterans Services Weights and Measures All Real Estate Issues of Whatever Kind Quiet Title and Treasurer Perfection for all County entities Lake County Combined Juvenile Detention Center Lake County Public Records Commission Lake County Assessor as assigned by Assessor At County on Tuesdays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney</u> Township Trustees and Assessors of Cedar Creek, Center, Eagle Creek, Hanover, Hobart, Ross, St. John, West Creek and Winfield County Defense Lawyer as assigned County Tax Appeal Lawyer Lake County PTABOA Lake County Assessor as assigned by Assessor At County on days and times set by Assessor</p>	<p>Phone 219-769-4552 Fax 219-769-3875 Pager 219-752-2751</p>
<p>Clyde Jones** 700 West Ridge Road Gary, IN 46408</p>	<p><u>Real Estate Attorney</u> Public Works Commissioners Real Estate Labor Attorney Highway Recorder Mail Room Veterans Services Weights and Measures All Real Estate Issues of Whatever Kind Quiet Title and Treasurer Perfection for all County entities Lake County Combined Juvenile Detention Center Lake County Public Records Commission Lake County Assessor as assigned by Assessor At County on Tuesdays from 8:30 a.m. to 4:30 p.m. <u>Assistant Attorney</u> Township Trustees and Assessors of Cedar Creek, Center, Eagle Creek, Hanover, Hobart, Ross, St. John, West Creek and Winfield County Defense Lawyer as assigned County Tax Appeal Lawyer Lake County PTABOA Lake County Assessor as assigned by Assessor At County on days and times set by Assessor</p>	<p>Phone 219-980-4145 Fax 219-980-4501</p>
<p>Mark Thiros** 200 E 90th Drive Merrillville IN 46410</p>	<p><u>Assistant Attorney</u> Township Trustees and Assessors of Cedar Creek, Center, Eagle Creek, Hanover, Hobart, Ross, St. John, West Creek and Winfield County Defense Lawyer as assigned County Tax Appeal Lawyer Lake County PTABOA Lake County Assessor as assigned by Assessor At County on days and times set by Assessor</p>	<p>Phone 219-769-1600 Fax 219-738-3769 Pager 219-752-2738</p>

* 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) \$52,286 [salary] and \$22,500 [413110 Legal Services] for Commissioners' Attorney; (2) \$28,699.84 [salary] and \$7,500 [413110 Legal Services] for each Senior Assistant Attorney and (1) \$25,749.98 [salary] 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.

† Trial litigation paid for out of Self-Insurance fund is not a part of John Dull or Joe Irak's job assignment. These two attorneys will be paid separately for work that they do on Self-Insurance cases. Mark Thiros and W. Clyde Jones will not receive any extra compensation for any county defense lawyer assignment or for handling County Tax Appeals including those for the Lake County Assessor.

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.

Order #44 ADD Agenda #41B

In the Matter of: Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Dante Rondelli and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

Order #44 ADD Agenda #41B (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 20th day of February, 20 08 effective from January 1, 2008 to December 31, 2008 by and between DANTE RONDELLI, (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 this 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. Identify, absorb and implement strategies and techniques for projects with the following prerequisites:
 - Formative or new
 - High impact or intense (either in terms of visibility or cost)
 - Strategic and protracted in scope
 - Command additional and sustained time commitment (outside normal 40 hour work week)
 - Time sensitive or demanding deadlines (i.e. 2% Credit, Capital Planning, Software Conversion/Training, Legislative Review, Income Tax Issues, Major Settlement Corrections, HCI Litigation, etc.).
 - B. Exercise independent judgment to act in the best interest of the parties represented.
 - C. Report directly to the Council, official and/or person represented.
 - 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 work was done.

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- III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
- IV. Quantify this by tenths of hours (.10 = 6 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 Ninety Dollars (\$90.00) per hour not to exceed Twenty-Five Thousand (\$25,000.00) for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to Annual Funding by the Fiscal Body.
 - A. Compensation shall be at the rate of \$90.00 per hour.
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 charges, 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.

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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 event shall the making by the County of 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 of 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 services 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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

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organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

15. **Miscellaneous Provisions.**
 - A. This agreement represents 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 the 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 services 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, at 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, invoices, 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

DANTE RONDELLI
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3283

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

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THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.
Gerry J. Scheub
GERRY J. SCHEUB
Frances DuPey
FRANCES DUPEY

CONSULTANT

Dante Rondelli
DANTE RONDELLI

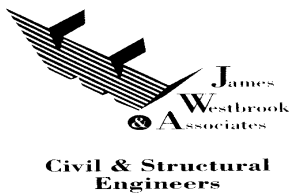
ATTEST

Peggy Katona
PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #45 ADD Agenda #41C

In the Matter of: Hold Harmless Agreement from Fortune Wireless, Inc.

Allen made a motion, seconded by DuPey, to approve the Hold Harmless Agreement from Fortune Wireless, Inc. Motion passed 3-0.



HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between **Fortune Wireless, Inc.**, an Indiana Corporation ("Fortune") and the **County of Lake, State of Indiana**, on this 15th day of February, 2008.

Fortune has been contracted by Cricket Communications to perform the following services on the wireless communications facility owned by The County of Lake, State of Indiana at:
**9148 Taft Street
Crown Point, IN 46307**

1. Tower Climbers will be mapping(measuring and taking inventory) of structure and taking pictures. There will be no equipment mounted on the structure.
2. Tower climbers will provide Comtrain certification and Certificate of Insurance.

In consideration of being permitted to enter onto, use, or occupy property or facilities belonging to or under the control of the County of Lake, State of Indiana and all elected officials, appointed officials, department heads, employees, or its servants and agents for the purposes set forth above, **Fortune** does hereby agree to waive, release absolutely, indemnify and hold harmless the County of Lake, State of Indiana and all elected officials, appointed officials, department heads, employees, or its servants and agents from and against all claims, demands, awards, judgments, actions, causes of action and proceedings by whomsoever made or brought in respect of any personal or bodily injury (including death) to any person, and any loss of or damage to any property caused by any negligent act or omission of **Fortune**, or its servants, agents, contractors and their employees and sub-contractors, using entering onto, or occupying property belonging to or under the control of the County of Lake, State of Indiana.

In the event either party files suit in a court of law to interpret or enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or enforce the terms of this Agreement.

This agreement shall be interpreted under the laws of the State of Indiana.

FORTUNE WIRELESS, INC.
Yolanda Simmons
Yolanda Simmons
February 15, 2008
Date
Project Manager
Title

THE COUNTY OF LAKE, STATE OF INDIANA
Name: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Gerry J. Scheub
Date
Roosevelt Allen, Jr.
Frances DuPey
Title
APPROVED THIS 15th DAY OF February, 2008

Order #46 ADD Agenda #41D

In the Matter of: Manta & Hurst Associates Inland Marine – Equipment Coverage.

DuPey made a motion, seconded by Allen, to approve Manta & Hurst Associates Inland Marine – Equipment Coverage. Motion passed 3-0.

Order #47 ADD Agenda #41F

In the Matter of: Consulting Contract for Personal Property Tax Collection between Darnail Lyles and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the year 2008 in the amount of 25% of the total amount secured from the indebtedness.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract renewal with Darnail Lyles for Personal Tax Collection on behalf of the Lake County Treasurer for the year 2008 in the amount of 25% of the total amount secured from the indebtedness. Motion passed 3-0.

CONSULTING CONTRACT FOR PERSONAL PROPERTY TAX COLLECTION

THIS AGREEMENT, entered into this 20th day of February, 2008 effective from January 1, 2008 to and including December 31, 2008 by and between DARNAIL LYLES, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE for and on behalf of the Lake County Treasurer (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 this 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 be assigned by the Lake County Treasurer 33 1/3% of the Personal Property Tax Collection Cases.
 - B. Consultant shall report directly to the Lake County Treasurer for all instructions if necessary to carry out its responsibilities.
 - C. The Board of Commissioners of the County of Lake and the Office of the Lake County Attorney are not involved in the collection process and will not provide legal advice or be responsible in any manner for this project.
 - D. Commit sufficient time to collection project to ensure its success.
 - E. Collect the delinquent monies through an organized procedure to include filing lawsuits to collect if necessary.
 - F. The Consultant shall initiate and complete the collection process to collect the personal property taxes from the persons who are liable for these taxes in accordance with I.C. 6-1.1-2-4, 6-1.1-22-1 et seq. and 6-1.1-23-1 et seq.
 - G. The lawsuits can be filed in any court of competent jurisdiction in Lake County, Indiana. The consultant or consultant(s) selected will be responsible for selecting the proper forum.
 - H. As a government unit any legal action will not require the payment of filing fees.

- I. All payments by defendants on lawsuits filed with the Court (s) shall be made to the Clerk of the Court. These funds will then be transferred by the Clerk of the County of the County of Lake and its Treasurer for deposit as payments are made. Payments will be applied as follows:
1. First to the payment of Court costs until these are paid in full.
 2. The remaining funds will be split between personal property taxes and penalties owed to the County of Lake and the consultant's fees on a pro rata basis in accordance with the judgment rendered.
- J. To obtain its fees the consultant(s) will have to file a claim with the County of Lake. These consultant(s) will be paid out of the monies received from the Clerk.
- K. If monies are paid on accounts prior to filing suit, these funds will be paid directly to the Lake County Treasurer who will collect not only taxes, fines and penalties but any consultant(s) fees. The Treasurer will deposit these funds into separate accounts for taxes, interest, penalties and consultant's fees on a pro rata basis. The consultant(s) will then file a claim with the County of Lake for fees which should be paid from the funds established.

The fees for each collection account will be regulated in accordance with the following:

1. A person who is liable for property taxes under I.C. 6-1.1-2-4 is personally liable for the taxes and all penalties, costs, and collection expenses, including reasonable attorney fees and court costs, resulting from late payment of the taxes. (I.C. 6-1.1-22-10(a)).
2. With respect to the collection of delinquent personal property taxes, the County Treasurer shall charge the following collection expenses to each delinquent taxpayer.
 - A. Reasonable consultant's fees or court costs incurred:
 - * in the collection process,
 - * due to a court order,
 - * due to an order of the treasurer, under I.C. 6-1.1-23-10.

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- B. The consultant(s) fees to be received must be reasonable and will be established by the Court as part of the judicial proceedings or by the Treasurer in accordance with I.C. 6-1.1-23-10, but shall not exceed the following:
 1. In the event of a lawsuit, the consultant fees will be those that are reasonable and established by the Court.
 2. Consultant fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
- L. All settlements either before or after the filing of a lawsuit must be approved in accordance with paragraph 2Q below.
- M. On September 1, 2007 the Treasurer will assign by alphabet approximately 1/3 of the delinquent cases to the consultant for collection and the consultant shall confirm in writing to the Treasurer which cases have been assigned to the consultant.
- N. The Treasurer shall maintain a list by consultant which clearly identifies the cases for which the consultant has collection responsibility.
- O. If the Treasurer decides to remove cases from a consultant's collection responsibility, written notice must be given to the consultant who will acknowledge in writing that the consultant is no longer responsible for collection taxes on that case.
- P. Before assigning a case to a consultant for collection the Treasurer must under take sufficient collection efforts within the Treasurer's Office itself to include but not limited to the following:
 1. The Treasurer shall make at least one written collection demand to the delinquent taxpayer. The Treasurer may utilize its staff contract attorney.
 2. The Treasurer shall complete its efforts by June 1, 2007.
- Q. Consultant reports directly to the Treasurer. No collection case can be settled by the consultant but must be submitted to the following committee for consideration and decision:
 1. The Committee shall be chaired by the Treasurer and shall consist of in addition to the Treasurer the following:
 - a. One member of the Lake County Council selected by

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- the Lake County Council.
- b. One member of the Board of Commissioners selected by the Lake County Board of Commissioners.
 - c. The Lake County Auditor.
 - d. The Lake County Assessor.
- 2. The Committee functions under the provisions of the open door law subject to the requirements of the statute making certain tax information protected from release.
 - 3. All proposals from the consultant for settlement shall be submitted to the Committee.
 - 4. Any action of the Committee will require 3 affirmative votes.
 - 5. The Auditor will provide a person to keep the minutes of the committee.
- R. The Commissioners Attorney is not a part or party to the collection process.
- 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 the following:
 - A. In the event of a lawsuit, the consultant fees will be those that are reasonable and established by the Court.
 - B. Consultant fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
 - 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 charges, 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.

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- 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. **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.
- 9. **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.
- 10. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
- 11. **When Rights and Remedies Not Waived.** In no event shall the making by the County of 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.
- 12. **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 of 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.
- 13. **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 services 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.

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- 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 non-discrimination provisions of the agreement remedy available to the County in respect to such 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 this agreement
14. **Miscellaneous Provisions.**
- A. This agreement represents 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 the prior written consent of the County.
15. **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 services 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, at 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.
16. **Notice.** Any notice, bills, invoices, 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

DARNAIL LYLES
 5528 MELTON ROAD
 GARY, IN 46403
 (219) 939-9529
 FAX: (219) 939-8863

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

Gerry J. Scheub
 GERRY J. SCHEUB

Roosevelt Allen, Jr.
 ROOSEVELT ALLEN, JR.

Frances Dupey
 FRANCES DUPEY

LAKE COUNTY TREASURER

JOHN PETALAS

CONSULTANT

Darnail Lyles

DARNAIL LYLES

ATTEST

Peggy Kato

PEGGY KATO, MA,
 LAKE COUNTY AUDITOR

Order #48 Agenda #43

In the Matter of: Lake County Expense Claims to be Allowed on Wednesday, February 20, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, February 20, 2008 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 Allen, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order #49 Agenda #44

In the Matter of: Service Agreements.

DuPey made a motion, seconded by Allen, to approve the following Service Agreements. Motion passed 3-0.

L.C. BOARD OF COMMISSIONERS	W/	ARAMARK UNIFORM SERVICES TRI-ELECTRONICS TRI-ELECTRONICS TRI-ELECTRONICS
L.C. CENTER TOWNSHIP ASSESSOR	W/	APPRAISAL RESEARCH CORP NANA HEILIG
L.C. CEDAR TOWNSHIP ASSESSOR	W/	APPRAISAL RESEARCH CORP
L.C. ST. JOHN TOWNSHIP ASSESSOR	W/	TRI-ELECTRONICS
L.C. CLERK	W/	MTM, INC. McSHANES IMAGING OFFICE SYSTEMS, INC.
L.C. CO-OP EXTENSION	W/	EXECUTIVE CLEANING FOR 2008
L.C. COMMUNITY CORRECTIONS	W/	NOBLE COMMUNICATIONS
L.C. CORONER	W/	AIT LABORATORIES LANDAUER, INC. VERIZON WIRELESS
L.C. SUPERIOR COURT/CRIMINAL DIVISION	W/	LINCOLN OFFICE LINCOLN OFFICE HEALTH CONCEPTS, LLC TRI-ELECTRONIC WORD SYSTEMS WORD SYSTEMS
L.C. COUNCIL	W/	GATEWAY BUSINESS SYSTEMS, INC. INDIANA COMMISSION ON PUBLIC RECORD
L.C. DATA	W/	MANATRON, INC. TRI-ELECTRONICS
L.C. JUVENILE CENTER	W/	TRI-ELECTRONICS
L.C. JUVENILE COURT	W/	DIRECT DATA CORP.
L.C. PROSECUTORS/ IV-D	W/	CASTLEWOOD DISTRIBUTORS
L.C. SHERIFF	W/	ACE EXTERMINATING CO., INC. ACE EXTERMINATING CO., INC. PORTER'S APPARELS INC. SWISSLOG TEE JAY SERVICE CO. TRI-ELECTRONICS TRI-ELECTRONICS TRI-ELECTRONICS TRI-ELECTRONICS
L.C. SURVEYOR	W/	PRECISION MIDWEST

Order #50 Agenda #45

In the Matter of: Poor Relief Decisions

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 3-0.

Darby Henry	Approved
Shameka Green	Approved
Jessie Jordan	Approved on condition
Kuiana Daniels	Approved
Everette Riddly	Approved
Kimberly Johnson	Approved
Paul Stephehan	Approved
Raymond Little	Approved
Gloria Lewis	Approved on condition
Dwayne Bazziel	Approved
Alexis Harris	Approved on condition
Robert Montgomery	Approved
Mia Martin	Approved
Anna Robinson	Approved
Kimberly Peoples	Approved
Trina Walker	Denied
Myron Davis	Denied for appellant's failure to appear
Patricia Young	Denied
Ranetta Collins	Denied
John Wooding	Denied for appellant's failure to appear
Darlene Scarfe	Denied for appellant's failure to appear
Myron Haggard	Denied for appellant's failure to appear
Deborah Smith	Denied for appellant's failure to appear

Order #50 Agenda #45 (cont'd)

Jessica Thaross	Denied for appellant's failure to appear
Irma Taylor	Denied for appellant's failure to appear
Patricia James	Denied for appellant's failure to appear
Denita Batemore	Denied for appellant's failure to appear
Peithe Carmington	Denied
Toya Buchanan	Denied for appellant's failure to appear
Adrienne Lyles	Denied
Curtis Donald	Denied
Toni Spraggins	Denied
Nykeisha Heart	Denied
Regina Ivy	Denied
Sheila Tiller	Denied for appellant's failure to appear
Janice Standford	Denied for appellant's failure to appear
Patricia James	Denied for appellant's failure to appear
Josephine Moore	Denied for appellant's failure to appear
Deanna Mayes	Denied for appellant's failure to appear
Myron Haggard	Denied for appellant's failure to appear
Wanda Morgan	Denied for appellant's failure to appear
Krista Larpe	Denied for appellant's failure to appear
Crystal Richford	Denied for appellant's failure to appear
Latrina Cobb	Denied for appellant's failure to appear
Heather Smith	Denied for appellant's failure to appear
Kiana Williams	Denied for appellant's failure to appear
Robert Leon	Denied for appellant's failure to appear
Deborah Morrison	Denied
Donald Young	Denied for appellant's failure to appear
Isabell McClain	Denied for appellant's failure to appear
Barbara Ward	Denied for appellant's failure to appear
Angela Finch	Denied for appellant's failure to appear
Linda Richardson	Denied for appellant's failure to appear
Brenda Porter	Denied for appellant's failure to appear
Lakeya Kennedy	Denied for appellant's failure to appear
Shelly Jenkins	Denied for appellant's failure to appear
Aarriona Nash	Approved
Cowery Romesi	Approved
Yolanda Carter	Approved
Shaunita Andrews	Approved on condition
Jaundalyn Higgins	Approved on condition
Robert Cash	Approved on condition
Sandra Howard	Approved
Shawnel Smith	Approved
Rosetta Aaron	Approved
Geraldine Fields	Approved
Elvira Bravo	Approved on condition
Gwen Slaughter	Approved
Michael Emery	Approved
Richard Calhoun	Approved
Crystal Clay	Approved
Lela Wells	Approved on condition
Othello Johnson	Approved on condition
Donald Griffin	Approved on condition
Elvira Bravo	Approved on condition
Laura Korba	Approved on condition
Jessica Morgan	Approved
Kim Smith	Remanded to township for further consideration and review
Candace Jones	Approved
Tanesha Smith	Approved
Linda Lewis	Approved on condition
Vivian Dorothy	Approved
Barbara Biacande	Approved
Louise Wallace	Approved
Marvis Webb	Approved
Annette Taylor	Remanded to township for further consideration and review
Ralph Tabb	Approved
Kimberly Sykes	Remanded to township for further consideration and review
Demetrius Parmer	Approved
Shawnte Smith	Approved on condition
Claudia Monroe	Approved
Regina Mitchell	Approved
Johnny Johnson	Approved
Vera Jones	Approved
Leslie Baker	Approved
Delores Brown	Approved
Isaac Walker	Approved on condition
Vurneviel Holman	Approved on condition
Linda Lewis	Approved
Juanita Morgan	Approved on condition
Sherita Powell	Approved partially
Rosario Daniel	Approved on condition
Joseph Smith	Approved on condition
Anna Sparks	Approved
Christine Gomez	Approved on condition
Anita Flowers	Approved on condition
Yvonne Bourgeois	Approved
Georgia Webster	Approved partially

Order #50 Agenda #45 (cont'd)

Pamela Saunders	Approved
Barbara Williams	Approved on Condition
Connie Boykin	Approved on Condition
Lakeisha Holden	Approved
Sophia Thomas	Approved partially
Darlene Clark	Approved
Lakesha Coleman	Approved
Eula Berry	Approved on Condition
Rhnee English	Approved
Chanel Gunn	Approved on Condition
Tannette Williams	Approved
Patricia Porter	Approved

Order #51

Allen made a motion, seconded by DuPey, to have cross training done on the Poor Relief Decisions, as requested by Attorney Dull, so that if Mr. Delvert Cole, who is currently over the Poor Relief Decisions, happens to be ill or unavailable someone else can fill in. Motion passed 3-0.

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-06.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-06, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-06

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET

WHEREAS, the Sheriff’s Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2007 has not been paid:

<u>156-3200-43995</u>	<u>Other Services & Charges</u>
Lake County Co-Operative Assn., Inc.	\$ 77.50

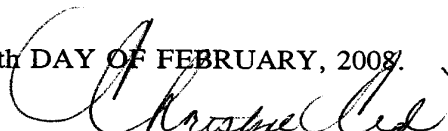
WHEREAS, the Sheriff’s Department desires to pay the above Animal Control invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

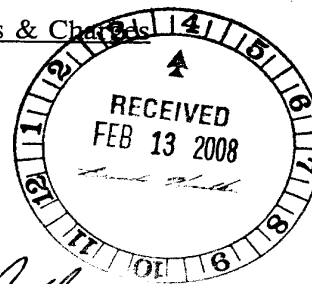
That the Lake County Sheriff’s Department, shall pay from its 2008 Budget the following invoice/debt incurred by Animal Control in the calendar year 2007 as follows:


<u>156-3200-4399</u>	<u>Other Services & Charges</u>
Lake County Co-Operative Assn., Inc.	\$ 77.50

SO RESOLVED THIS 12th DAY OF FEBRUARY, 2008.

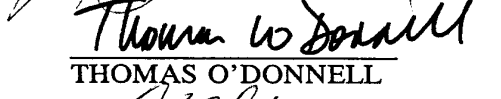


 CHRISTINE CID, President







 LARRY BLANCHARD




 THOMAS O'DONNELL




 TED F. BILSKI



 ERNIE DILLON



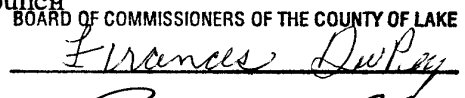
 ELSIE FRANKLIN



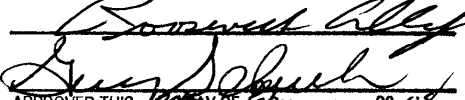
 JEROME PRINCE

Members of the Lake County Council

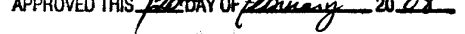
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



 Frances DuPey



 Rosemary Allen



 Greg Johnson

APPROVED THIS 12th DAY OF February 20 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-07.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-07, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-07

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 JAIL INVOICE/DEBT FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2006 has not been paid:

<u>001-3100-42250</u>	<u>Health Care & Lab Supplies</u>
Alverno Lakeside Corp.	\$ 1,111.98

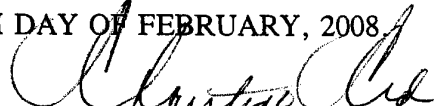
WHEREAS, the Sheriff's Department desires to pay the above jail invoice/debt due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoice/debt incurred in the calendar year 2006 as follows:

<u>001-3100-42250</u>	<u>Health Care & Lab Supplies</u>
Alverno Lakeside Corp.	\$ 1,111.98

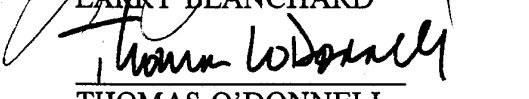
SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



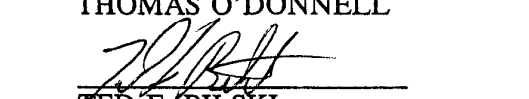
 CHRISTINE CID, President



 LARRY BLANCHARD




 THOMAS O'DONNELL

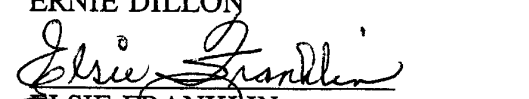


 TED F. BILSKI


Members of the Lake County Council



 ERNIE DILLON




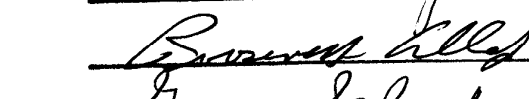
 ELSIE FRANKLIN

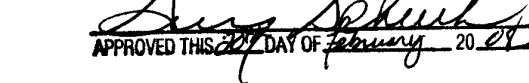


 JEROME A. PRINCE

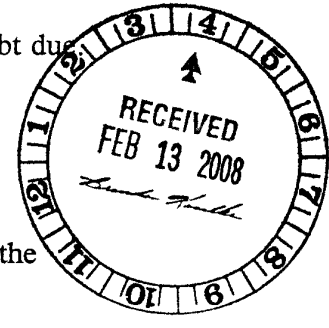
BOARD OF COMMISSIONERS OF THE COUNTY







APPROVED THIS 20th DAY OF February 2008



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-08.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-08, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debt from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-08

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICE/DEBT FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2007 has not been paid:

<u>001-3100-42250</u>	<u>Health Care & Lab Supplies</u>
Prax-Air Distribution Inc.	\$ 559.92

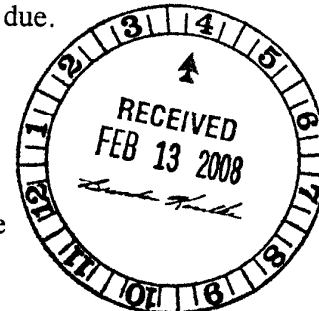
WHEREAS, the Sheriff's Department desires to pay the above jail invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoice/debt incurred in the calendar year 2007 as follows:

<u>001-3100-42250</u>	<u>Health Care & Lab Supplies</u>
Prax-Air Distribution Inc.	\$ 559.92

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey

Bonnie Allen

Dan Scheidt

APPROVED THIS 22 DAY OF February, 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-09.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-09, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-09

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Medical Specialists PC	\$ 2,177.77

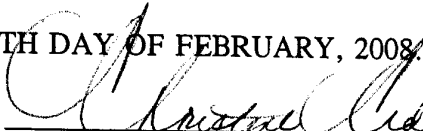
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar years 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Medical Specialists PC	\$ 2,177.77

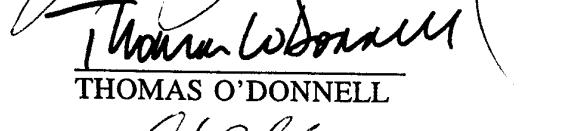
SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.




 CHRISTINE CID, President




 LARRY BLANCHARD



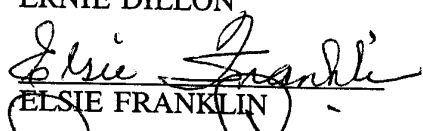
 THOMAS O'DONNELL




 TED F. BILSKI



 ERNIE DILLON



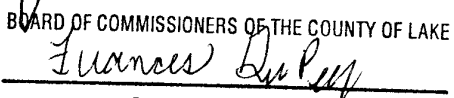
 ELSIE FRANKLIN

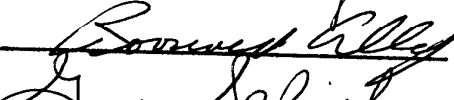


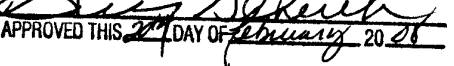
 JEROME A. PRINCE

Members of the Lake County Council

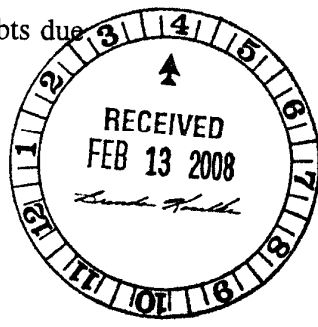
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 20 DAY OF February 20 2008



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-10.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-10, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-10

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff’s Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Suniti Medical Corporation	\$ 44,556.02

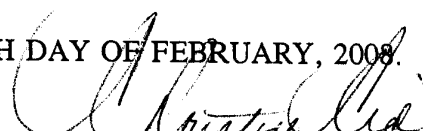
WHEREAS, the Sheriff’s Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:




That the Lake County Sheriff’s Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:



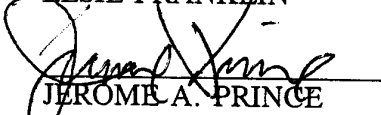
<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Suniti Medical Corporation	\$ 44,556.02

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.




 CHRISTINE CID, President

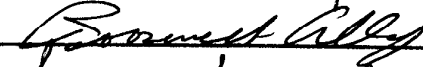

 LARRY BLANCHARD

 THOMAS O'DONNELL

 TED F. BILSKI



 ERNIE DILLON

 ELSIE FRANKLIN

 JEROME A. PRINCE

Members of the Lake County Council

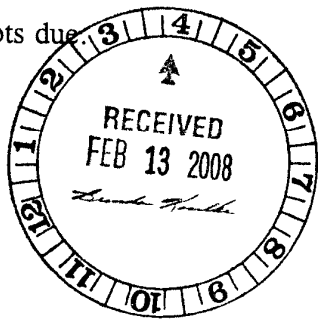
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







 APPROVED THIS 20th DAY OF February, 2008



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-11.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-11, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2003, 2005, 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-11

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2003, 2005, 2006 AND 2007
JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff’s Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2003, 2005, 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Internal Medicine Associates	\$ 8,454.95

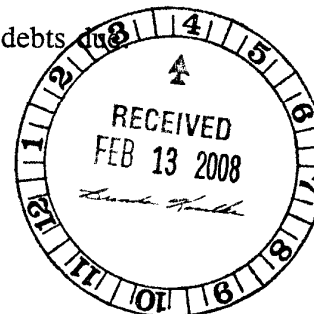
WHEREAS, the Sheriff’s Department desires to pay the above jail invoices/debts

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff’s Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar years 2003, 2005, 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Internal Medicine Associates	\$ 8,454.95

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD
Thomas O'Donnell

 THOMAS O'DONNELL
Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON
Elsie Franklin

 ELSIE FRANKLIN
Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

Guancee Dwyer

Boonwell Gilly

Greg Schuch

 APPROVED THIS 21 DAY OF February 20 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-12.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-12, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-12

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-3100-42260</u>	<u>Jail Inmate Clothing Allowance</u>
Bob Barker Company, Inc.	\$ 41.44

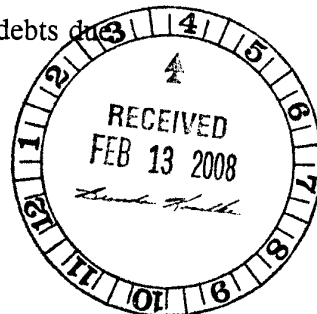
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3100-42260</u>	<u>Jail Inmate Clothing Allowance</u>
Bob Barker Company, Inc.	\$ 41.44

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Ernest Key

Gene Schuch
APPROVED THIS 20th DAY OF February 2008

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-13.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-13, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-13

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

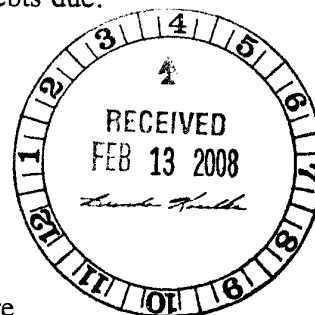
<u>001-3100-43610</u>	<u>Building and Structure</u>
Higgins Overhead Door, LLC	\$ 387.75

WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3100-43610</u>	<u>Building and Structure</u>
Higgins Overhead Door, LLC	\$ 387.75



SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DeKeyser

Bonnie Allen

Dee Schuck

APPROVED THIS 20 DAY OF February, 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-14.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-14, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-14

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff’s Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

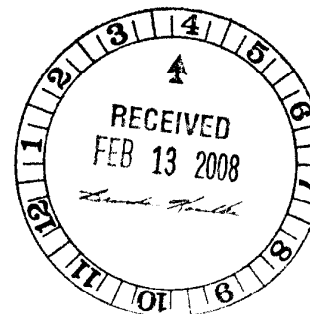
<u>001-3100-43620</u>	<u>Equipment Repair</u>
Security Automation Systems, Inc.	\$ 2,368.50

WHEREAS, the Sheriff’s Department desires to pay the above jail invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff’s Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3100-43620</u>	<u>Equipment Repair</u>
Security Automation Systems, Inc.	\$ 2,368.50



SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

James Allen

DuPey

 APPROVED THIS 20th DAY OF February 20 08

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-16.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-16, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-16

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Suniti Medical Corporation	\$ 2,720.00

WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Suniti Medical Corporation,	\$ 2,720.00

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008

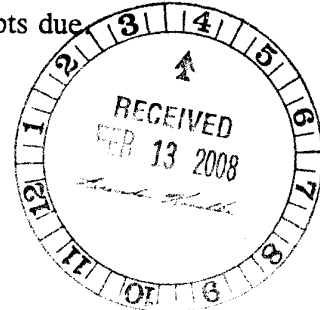
Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances Duby
Bonnie Alley
Dee Schuch
APPROVED THIS 20 DAY OF February 2008



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-17.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-17, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-17

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Northwest Oral Surgeons	\$ 1,463.00

WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Northwest Oral Surgeons	\$ 1,463.00

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

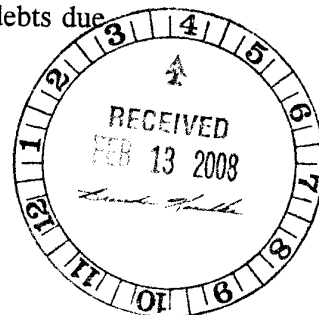
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Fluences DuPey

Bonny Allen

DuPey

APPROVED THIS 20 DAY OF February 2008



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-18.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-18, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-18

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff’s Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Merrillville Dialysis	\$ 18,312.32

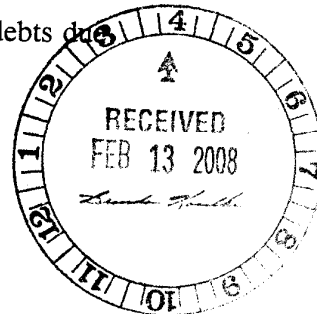
WHEREAS, the Sheriff’s Department desires to pay the above jail invoices/debts

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff’s Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Merrillville Dialysis	\$ 18,312.32

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

Bonnie Allen

Greg Scheuch

APPROVED THIS 27 DAY OF February 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-19.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-19, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2002, 2003, 2004, 2005, 2006 and 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-19

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2002, 2003, 2004, 2005, 2006 and 2007
INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2002, 2003, 2004, 2005, 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
See Attached Exhibit "A"	\$ 174,690.06

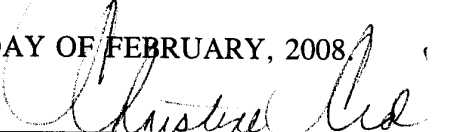
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

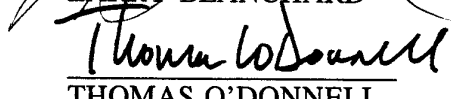
That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar years 2002, 2003, 2004, 2005, 2006 and 2007 as follows:

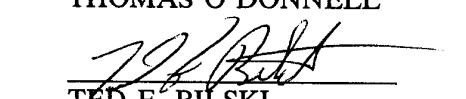
<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
See Attached Exhibit "A"	\$ 174,690.06

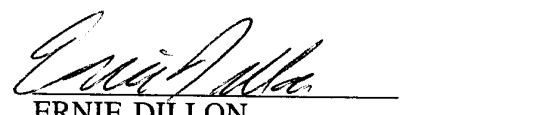
SO RESOLVED THIS 12th DAY OF FEBRUARY, 2008.

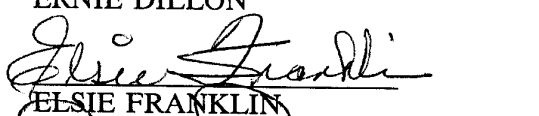

CHRISTINE CID, President



LARRY BLANCHARD


THOMAS O'DONNELL

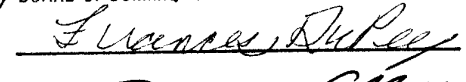
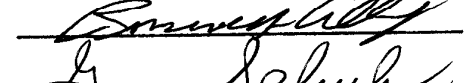
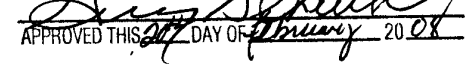

TED F. BILSKI

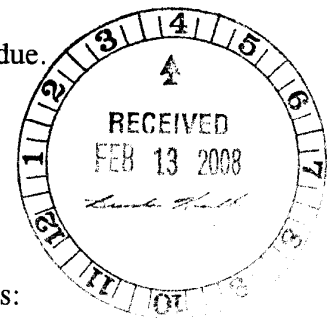

ERNIE DILLON


ELSIE FRANKLIN


JEROME A. PRINCE
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council




APPROVED THIS 20th DAY OF February 20 08



**Exhibit A" on file.

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-20.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-20, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-20

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff’s Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

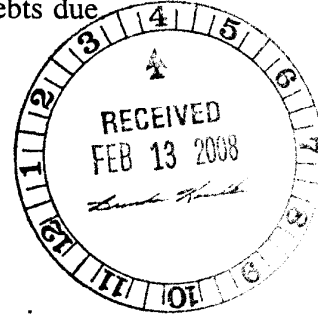
<u>001-3100-43120</u>	<u>Medical & Health Services</u>
Cardiovascular Clinics	\$ 1,981.40

WHEREAS, the Sheriff’s Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff’s Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar years 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical & Health Services</u>
Cardiovascular Clinics	\$ 1,981.40



SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

Bonnie Allen

Greg Schuch

APPROVED THIS 20 DAY OF February 20 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-21.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-21, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-21

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 AND 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Methodist Hospital South	\$834,611.19

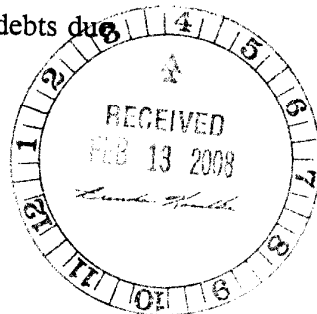
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Methodist Hospital South	\$834,611.19

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Brince

 JEROME A. BRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DeKey

Bonnie Alley

Henry Schuch

 APPROVED THIS 20 DAY OF February 20 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-22.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-22, Resolution Permitting the Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-22

RESOLUTION PERMITTING THE LAKE COUNTY FAIRGROUNDS TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Fairgrounds is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-2920-43630</u> Allied Waste Services	<u>Maintenance & Service Contracts</u> \$ 300.00
<u>001-2920-43620</u> Sargent Electric Co.	<u>Equipment Repair</u> \$ 1,020.00

WHEREAS, the Lake County Council desires to pay the above invoices/debts due

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Lake County Fairground's 2008 Budget:

<u>001-2920-43630</u> Allied Waste Services	<u>Maintenance & Service Contracts</u> \$ 300.00
<u>001-2920-43620</u> Sargent Electric Co.	<u>Equipment Repair</u> \$ 1,020.00



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey

Ronny Allen

Dee Schuch

APPROVED THIS 20th DAY OF FEBRUARY, 2008

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

June Hill

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-23.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-23, Resolution Permitting Superior Court of Lake County, Juvenile Division, to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-23

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2007, has not been paid:

<u>001-4200-43240</u>	<u>Telephone</u>
Cartronix	\$ 396.93

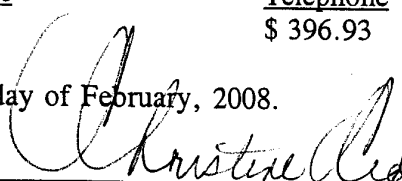
WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2008 Budget the following invoice/debt incurred in the calendar year 2007 as follows:

<u>001-4200-43240</u>	<u>Telephone</u>
Cartronix	\$ 396.93

SO RESOLVED THIS 12th day of February, 2008.



 CHRISTINE CID, President





 LARRY BLANCHARD



 THOMAS O'DONNELL



 TED F. BILSKI

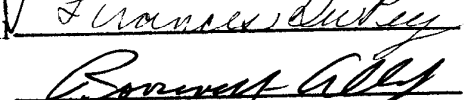


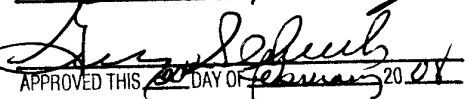
 ERNIE DILLON



 ELSIE FRANKLIN

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 20 DAY OF February, 2008

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-24.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-24, Resolution Permitting Superior Court of Lake County, Juvenile Division, to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-24

**RESOLUTION ALLOWING LAKE SUPERIOR COURT, JUVENILE DIVISION
JAIBG GRANT TO PAY 2007 INVOICES FROM 2008 BUDGET**

WHEREAS, the Lake Superior Court, Juvenile Division, JAIBG Grant is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 and have not been paid:

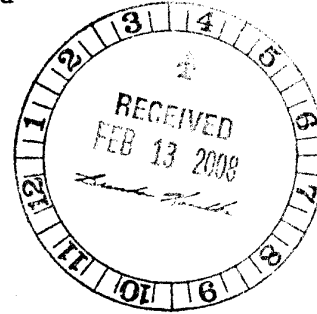
<u>232-4100-43995</u>	<u>Other Services & Charges</u>
See Attached	\$ 3,763.81 (Total)

WHEREAS, the Lake Superior Court, Juvenile Division, JAIBG Grant, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake Superior Court, Juvenile Division, JAIBG Grant shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>232-4100-43995</u>	<u>Other Services & Charges</u>
See Attached	\$ 3,763.81 (Total)



SO RESOLVED THIS 12th DAY OF FEBRUARY, 2008

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances Durling

Barbara Allen

Dee Schuch

APPROVED THIS 20th DAY OF February 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-25.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-25, Resolution Permitting Superior Court of Lake County, Juvenile Division, to Pay An Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Bonnie Allen
Greg Schuch
 APPROVED THIS 20 DAY OF February 20 08

RESOLUTION NO. 08-25

**RESOLUTION PERMITTING SUPERIOR COURT OF LAKE
 COUNTY, JUVENILE DIVISION, TO PAY AN
 OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET**

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2007, has not been paid:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Federal Express	\$ 9.00

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2008 Budget the following invoice/debt incurred in the calendar year 2007 as follows:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Federal Express	\$ 9.00



SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD
Thomas O'Donnell
 THOMAS O'DONNELL
Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON
Elsie Franklin
 ELSIE FRANKLIN
Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-26.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-26, Resolution Permitting Superior Court of Lake County, Juvenile Division, to Pay An Outstanding 2007 Invoice/Debt from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Furnace DuPey
Bonwell Allen
James Schuch
 APPROVED THIS 20th DAY OF February 2008

RESOLUTION NO. 08-26

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY AN OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2007, has not been paid:

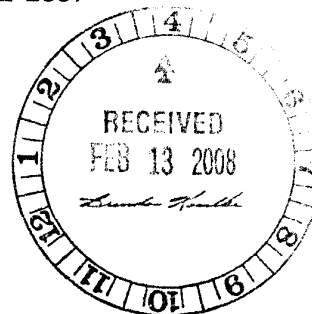
<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Johnny Smith	\$ 12.62

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2008 Budget the following invoice/debt incurred in the calendar year 2007 as follows:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Johnny Smith	\$ 12.62



SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-27.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-27, Resolution Permitting Lake County Treasurer to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-27

**RESOLUTION PERMITTING LAKE COUNTY TREASURER TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Treasurer of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2007 has not been paid:

<u>001-0300-43910</u>	<u>Dues & Subscriptions</u>
Pacer Service Center	\$ 112.64

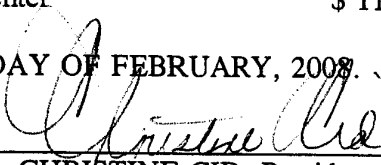
WHEREAS, the Treasurer desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

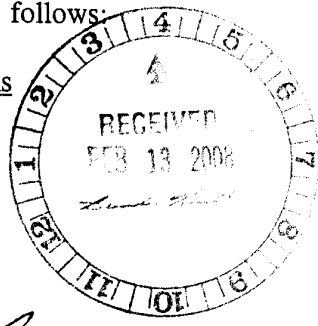
That the Lake County Treasurer shall pay from its 2008 Budget the following invoice/debt incurred in the calendar year 2007 as follows:


<u>001-0300-43910</u>	<u>Dues & Subscriptions</u>
Pacer Service Center	\$ 112.64

SO RESOLVED THIS 12TH DAY OF FEBRUARY, 2008.

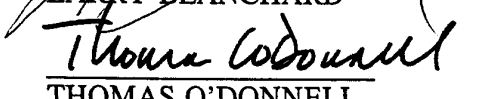


 CHRISTINE CID, President

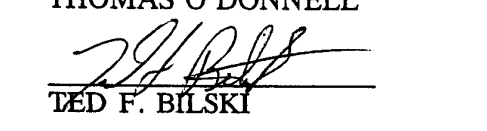





 LARRY BLANCHARD




 THOMAS O'DONNELL



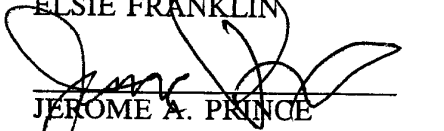
 TED F. BILSKI



 ERNIE DILLON



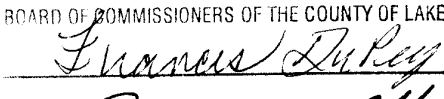
 ELSIE FRANKLIN

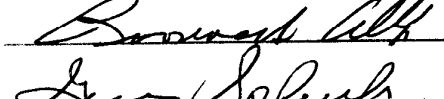


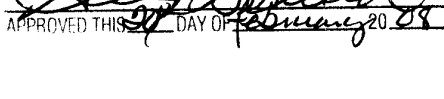
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 27 DAY OF February 20 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-28.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-28, Resolution Permitting Lake County Parks and Recreation Department to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-28

**RESOLUTION PERMITTING LAKE COUNTY
PARKS AND RECREATION DEPARTMENT TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, Lake County Parks and Recreation Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the budget year of 2007, have not been paid:

<u>107-5151-43630</u>	<u>Maintenance & Service</u>	
Albert the Chimney Sweep	\$ 179.00	
Allied Waste Services	<u>76.82</u>	
	\$ 255.82	\$ 255.82

<u>107-5153-42310</u>	<u>Equipment Repair Parts</u>	
Fifth Third Bank	\$ 123.41	
Northwest In Auto Supply	36.51	
Ruim Equipment Co., Inc.	29.28	
Ryan's Radiator & Auto Air Ser.	98.00	
Town Welder	75.00	
West Side Tractor Sales	<u>26.85</u>	
	\$ 389.05	

<u>107-5153-43510</u>	<u>Utilities</u>	
NIPSCO	\$ 731.91	\$1,120.96

<u>107-5155-42410</u>	<u>Supplies</u>	
Able Paper & Janitorial	\$ 348.90	

<u>107-5155-43310</u>	<u>Printing</u>	
Russ Print Shop	\$ 116.25	

<u>107-5155-43510</u>	<u>Utilities</u>	
Gary Sanitary District	\$3,263.40	
NIPSCO	<u>2,945.22</u>	
	\$6,208.62	

<u>107-5155-43630</u> Utility Services Corp.	<u>Maintenance/Service Contracts</u> \$1,140.00	
<u>107-5155-43710</u> Tri States Airgas	<u>Equipment Rentals</u> \$ 44.39	\$7,858.16
<u>107-5156-43240</u> A T & T	<u>Telephone</u> \$ 54.74	
<u>107-5156-44310</u> Home Depot Credit Services Hummert International Corp. Parkway Mechanical, Inc. Pyramid Mechanical	<u>General Properties Improvement</u> \$2,047.09 67.24 408.00 <u>609.52</u> \$3,131.85	\$3,186.59

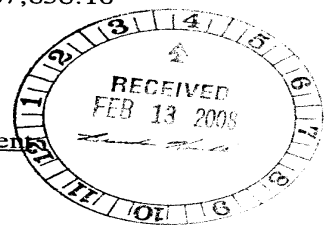
WHEREAS, the Lake County Parks and Recreation Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Parks and Recreation Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>107-5151-43630</u> Albert the Chimney Sweep Allied Waste Services	<u>Maintenance & Service</u> \$ 179.00 <u>76.82</u> \$ 255.82	\$ 255.82
<u>107-5153-42310</u> Fifth Third Bank Northwest In Auto Supply Ruim Equipment Co., Inc. Ryan's Radiator & Auto Air Ser. Town Welder West Side Tractor Sales	<u>Equipment Repair Parts</u> \$ 123.41 36.51 29.28 98.00 75.00 <u>26.85</u> \$ 389.05	
<u>107-5153-43510</u> NIPSCO	<u>Utilities</u> \$ 731.91	\$1,120.96

<u>107-5155-42410</u> Able Paper & Janitorial	<u>Supplies</u> \$ 348.90	
<u>107-5155-43310</u> Russ Print Shop	<u>Printing</u> \$ 116.25	
<u>107-5155-43510</u> Gary Sanitary District NIPSCO	<u>Utilities</u> \$3,263.40 <u>2,945.22</u> \$6,208.62	
<u>107-5155-43630</u> Utility Services Corp.	<u>Maintenance/Service Contracts</u> \$1,140.00	
<u>107-5155-43710</u> Tri States Airgas	<u>Equipment Rentals</u> \$ 44.39	\$7,858.16
<u>107-5156-43240</u> A T & T	<u>Telephone</u> \$ 54.74	
<u>107-5156-44310</u> Home Depot Credit Services Hummert International Corp. Parkway Mechanical, Inc. Pyramid Mechanical	<u>General Properties Improvement</u> \$2,047.09 67.24 408.00 <u>609.52</u> \$3,131.85	\$3,186.59



SO RESOLVED THIS 12th day of February, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis J. ...

...

APPROVED THIS 20th DAY OF February 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-29.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-29, Resolution Permitting Lake County Parks and Recreation Department to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-29

**RESOLUTION PERMITTING LAKE COUNTY
PARKS AND RECREATION DEPARTMENT TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, Lake County Parks and Recreation Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the budget year of 2007, have not been paid:

<u>117-5151-43630</u> Tri States Airgas	<u>Maintenance/Service Contracts</u> \$ 443.62	\$ 443.62
<u>117-5155-42410</u> Piatak Meats Thomas Proestler Co. Town Talk Mgf. Co., Inc.	<u>Supplies</u> \$ 122.80 228.65 <u>163.60</u> \$ 515.05	
<u>117-5155-43630</u> Culligan Water Condition, Inc. Service Sanitation, Inc.	<u>Maintenance/Service Contracts</u> \$ 5.95 <u>394.35</u> \$ 400.30	\$ 915.35

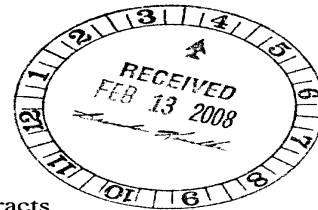
WHEREAS, the Lake County Parks and Recreation Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Parks and Recreation Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>117-5151-43630</u> Tri States Airgas	<u>Maintenance/Service Contracts</u> \$ 443.62	\$ 443.62
--	---	-----------

<u>117-5155-42410</u> Piatak Meats Thomas Proestler Co. Town Talk Mgf. Co., Inc.	<u>Supplies</u> \$ 122.80 228.65 <u>163.60</u> \$ 515.05	
<u>117-5155-43630</u> Culligan Water Condition, Inc. Service Sanitation, Inc.	<u>Maintenance/Service Contracts</u> \$ 5.95 <u>394.35</u> \$ 400.30	\$ 915.35



SO RESOLVED THIS 12th day of February, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Barney Allen
Dee Schuch
APPROVED: February 08

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-30.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-30, Resolution Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

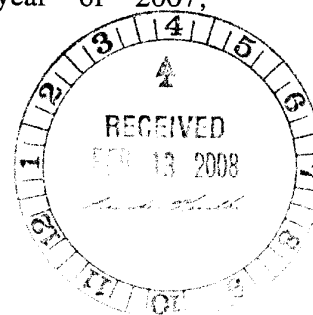
RESOLUTION NO. 08-30

RESOLUTION PERMITTING THE OFFICE OF THE PUBLIC DEFENDER TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-4002-43190</u>	<u>Other Professional Service</u>
Robert Lewis	\$ 1,275.00
Cornell Collins	213.00
Roseann P. Ivanovich	216.00
John Maksimovich	3,222.00
Inga D. Lewis	891.00
Gary M. Durak, Ph.D.	<u>3,200.00</u>
	\$ 9,017.00



WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43190</u>	<u>Other Professional Service</u>
Robert Lewis	\$ 1,275.00
Cornell Collins	213.00
Roseann P. Ivanovich	216.00
John Maksimovich	3,222.00
Inga D. Lewis	891.00
Gary M. Durak, Ph.D.	<u>3,200.00</u>
	\$ 9,017.00

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Bonnie Kelly
Dee Schuller
 APPROVED THIS 20th DAY OF February, 2008

SO RESOLVED THIS 12th day of February, 2008.

Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-31.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-31, Resolution Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-31

RESOLUTION PERMITTING THE OFFICE OF THE PUBLIC DEFENDER TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-4002-43232</u> Paul Stracci	<u>Travel/Meals</u> \$ 60.00
<u>001-4002-43233</u> Paul Stracci	<u>Travel-Lodging</u> \$ 171.35
<u>001-4002-43235</u> Paul Stracci	<u>Travel-Mileage</u> \$ 135.80
Total:	\$ 367.15

WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following and 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43232</u> Paul Stracci	<u>Travel/Meals</u> \$ 60.00
<u>001-4002-43233</u> Paul Stracci	<u>Travel-Lodging</u> \$ 171.35
<u>001-4002-43235</u> Paul Stracci	<u>Travel-Mileage</u> \$ 135.80
Total:	\$ 367.15

SO RESOLVED THIS 12th day of February, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Thomas DuPey

Ernie Dillon

Larry Blanchard

APPROVED THIS 20th DAY OF February, 2008

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-32.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-32, Resolution Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-32

RESOLUTION PERMITTING THE OFFICE OF THE PUBLIC DEFENDER TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and


WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-4002-43620</u>	<u>Equipment Repair</u>
McShane's, Inc.	\$ 208.62
<u>001-4002-43630</u>	<u>Maintenance & Service Contract</u>
Nextel Communications	\$ 266.49
 Total:	 \$ 475.11


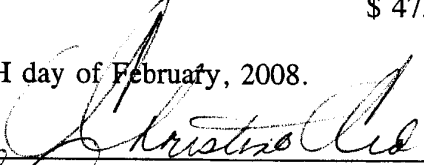




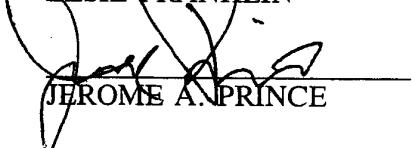
WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43620</u>	<u>Equipment Repair</u>	 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE <u>Frances DuPey</u> <u>Bonnie Allen</u> <u>Ernie Dillon</u> APPROVED THIS 20 th DAY OF February, 2008
McShane's, Inc.	\$ 208.62	
<u>001-4002-43630</u>	<u>Maintenance & Service Contract</u>	
Nextel Communications	\$ 266.49	
Total:	\$ 475.11	

SO RESOLVED THIS 12TH day of February, 2008.

 LARRY BLANCHARD	 CHRISTINE CID, President	 ERNIE DILLON
 THOMAS O'DONNELL		 ELSIE FRANKLIN
 TED F. BILSKI		 JEROME A. PRINCE

Members of the Lake County Council

Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-33.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-33, Resolution Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-33

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>405-4002-42130</u>	<u>Law Books</u>
Thomson West/West Group	\$ 956.00

WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>405-4002-42130</u>	<u>Law Books</u>
Thomson West/West Group	\$ 956.00

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

SO RESOLVED THIS 12th day of February, 2008.

Christine CID

 CHRISTINE CID, President

Lorraine DuPey
Bonnie Allen
DuPey School
 APPROVED THIS 20th DAY OF February, 2008

Larry Blanchard

 LARRY BLANCHARD
Thomas O'Donnell

 THOMAS O'DONNELL
Ted F. Bilski

 TED F. BILSKI

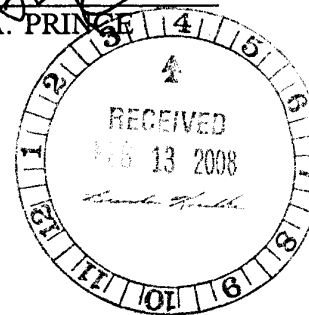
Ernie Dillon

 ERNIE DILLON
Elsie Franklin

 ELSIE FRANKLIN
Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-34.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-34, Resolution Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-34

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Michael E. Deutsch	\$ 10,972.56

WHEREAS, the Lake County Council desires to transfer funds and pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Michael E. Deutsch	\$ 10,972.56

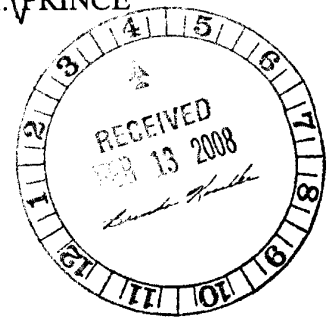
SO RESOLVED THIS 12TH day of February, 2008.

Christine CID
 CHRISTINE CID, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Bonnie Allen
Ernie Dillon
 APPROVED THIS 20TH DAY OF February, 20 08
Ernie Dillon
 ERNIE DILLON
Elsie Franklin
 ELSIE FRANKLIN
Jerome A. Prince
 JEROME A. PRINCE

Larry Blanchard
 LARRY BLANCHARD
Thomas O'Donnell
 THOMAS O'DONNELL
Ted F. Bilski
 TED F. BILSKI

Members of the Lake County Council



Order #52 Agenda #48

In the Matter of: L.C. Council Resolutions – Resolution No. 08-35.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-35, Resolution Permitting The Lake County Coroner to Pay An Outstanding 2007 Invoice/Debt from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-35

**RESOLUTION PERMITTING THE LAKE COUNTY
CORONER TO PAY AN
OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET**

WHEREAS, the Lake County Coroner’s Office, is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2007, has not been paid:

<u>001-0700-42110</u>	<u>Office Supplies</u>
Larry Haniford	\$ 74.19

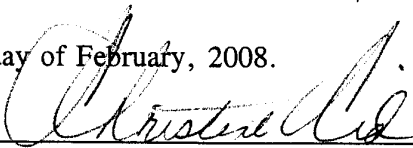
WHEREAS, the Coroner desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expense shall be paid from the Lake County Coroner’s 2008 Budget:

<u>001-0700-42110</u>	<u>Office Supplies</u>
Larry Haniford	\$ 74.19

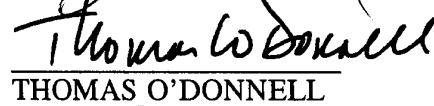
SO RESOLVED THIS 12th day of February, 2008.



 CHRISTINE CID, President



 LARRY BLANCHARD



 THOMAS O'DONNELL



 TED F. BILSKI



 ERNIE DILLON



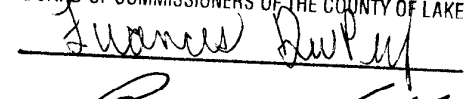
 ELSIE FRANKLIN

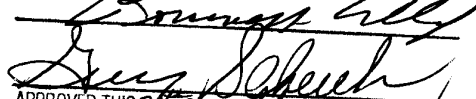


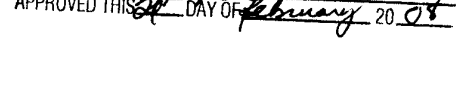
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 20 DAY OF February 20 08



Order #53 Agenda #48

In the Matter of: L.C. Council Ordinances – Ordinance No. 1296 B.

DuPey made a motion, seconded by Allen, to approve L.C. Council Ordinance No. 1296B, Ordinance Establishing the Hermits Lake Debt Reserve Fund. Motion passed 3-0.

Order #54

John Dull enlightens the Board that there was no fund so, DuPey made a motion, seconded by Allen, to establish a fund.

ORDINANCE NO. 1296B

ORDINANCE ESTABLISHING THE HERMITS LAKE DEBT RESERVE FUND

WHEREAS, Lake County received a State Revolving Fund loan to finance improvements at the Hermits Lake Sewage Treatment Plant; and

WHEREAS, on June 27, 2000, the Lake County Council adopted Ordinance No. 1204H setting fees to Hermits Lake customers to repay the State Revolving Fund loan and create Fund No. 356 for deposit of Hermits Lake sewer user fees and for operating expenses; and

WHEREAS, the Lake County Council desires to create the Hermits Lake Debt Reserve Fund to hold deposits from the Hermits Lake Sewer User Fee and Operating Expense Fund, Fund No. 356, to be used for repayment of the State Revolving Fund Loan.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

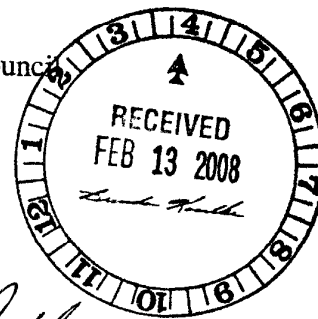
1. That a non-reverting fund is established to be known as the Hermits Lake Debt Reserve Fund.
2. That deposits received from customers billed for payment of Hermits Lake Sewer User Fees and Operating Expenses shall be transferred from the Hermits Lake Sewer Users Fee and Operating Expense Fund, Fund No. 356, to the Hermits Lake Debt Reserve Fund and used to repay the State Revolving Fund loan.
3. That all appropriations shall be approved by the Lake County Council unless otherwise provided by law.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
[Signature]
 APPROVED THIS 12 DAY OF February, 2008

SO ORDAINED THIS 12th DAY OF FEBRUARY, 2008.

[Signature]
 CHRISTINE CID, President



[Signature]
 LARRY BLANCHARD
[Signature]
 THOMAS O'DONNELL
[Signature]
 TED F. BILSKI

[Signature]
 ERNIE DILLON
[Signature]
 ELSIE FRANKLIN
[Signature]
 JEROME A. PRINCE

Members of the Lake County Council

Order #55 Agenda #48

In the Matter of: L.C. Council Ordinances – Ordinance No. 1296 A.

DuPey made a motion, seconded by Allen, to approve L.C. Council Ordinance No. 1296A, Ordinance Establishing the Juvenile Center Grants Fund, a Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1296A

ORDINANCE ESTABLISHING THE JUVENILE CENTER GRANTS FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopts ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-5(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Lake County Juvenile Center from time to time is awarded grants; and
- WHEREAS,** the Lake County Council desires to create the Juvenile Center Grants Fund, a non-reverting fund, for the deposit of any grant money received by the Juvenile Center.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Juvenile Center Grants Fund (FUND) is hereby established for the deposit of monies received from Grants to be used for the Lake County Juvenile Center.
2. That the Fund shall be a non-reverting fund and any monies in the Fund at the end of the fiscal year shall remain in the Fund and not revert to the General Fund.
3. That all requests for appropriations from the Juvenile Center Grants Fund shall be made by the Lake County Superior Court, Juvenile Division Senior Judge, and approved by the Lake County Council as provided by law.

SO ORDAINED THIS 12th DAY OF FEBRUARY, 2008



Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD
Thomas O'Donnell
 THOMAS O'DONNELL
Ted F. Belski
 TED F. BELSKI

Ernie Dillon
 ERNIE DILLON
Elsie Franklin
 ELSIE FRANKLIN
Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Durkin
Barbara Allen
Greg Schuch
 APPROVED THIS 20th DAY OF February 20 08

Order #56 Agenda #49

In the Matter of: Appointments.

Allen made a motion to re-appoint Mr. Gary McCracken to the East Chicago Library Board, seconded by DuPey. Motion passed 3-0.

Order #57

At this time Donte Rondelli comes before the Board to apologize saying that there was a third document to be signed that was not included with Amendment No. 1 to the Nationwide Retirement, upon a motion made by DuPey, seconded by Allen, the third document is accepted. Motion passed 3-0.

Order #58

The Board instructs their attorney, John Dull, to write a letter to all elected officials indicating that unless there is an emergency no additions will be added to the Agenda, Meeting of the Board of Commissioners.

The following officials were Present:

Attorney John Dull
Dan Ombac
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, March 19, 2008 at 10:00 A.M.

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

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR