

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

There was a moment of silent prayer, those present asked to remember the Honorable George Paras, former Lake County Circuit Court Judge and Merrillville Town Court Judge, whom passed away recently; 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 14th day of September, 2018 at about 4:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of September, 2018 at about 4:30 p.m.

Order #1 Agenda #1-f

In the Matter of Finalization of Agenda: 1) Certificate of Service of Meeting Notice to those who have made a written request for notice.

Repay made a motion, seconded by Tippy, to approve the Final Agenda and the Certificate of Service of Meeting Notice to those who have a written request for notice. Executive Session was confirmed by Board members and Attorney Dull, discussed litigation and nothing else last Wednesday. Motion carried.

Order #2 Agenda #2a1

In the Matter of Correspondence – a. Received (and action this meeting) – 1) HOMELAND SECURITY: Letter addressing disposal of vehicle previously used by Homeland Security; and to donate the vehicle to District 1 Hospital Emergency Planning Committee, Inc. (HEPC).

Repay made a motion to approve the donation of the vehicle, Tippy seconded the motion, donating to District 1 Hospital Emergency Planning Committee (HEPC) as addressed in the letter from Homeland Security Department dated August 31, 2018. Motion carried 3-0.

Order #3 Agenda #2a2

In the Matter of Correspondence – a. Received (and action this meeting) – 2) COMMISSIONERS: Letter received from the Sheriff Merit Board for the use of a Voting Machine for Election of Merit Police Officers' Representative to the Sheriff's Merit Board. Approval.

Repay made a motion, seconded by Tippy, to approve the use of one (1) Voting Machine for Election of Merit Police Officers' Representative to the Sheriff's Merit Board, as requested by letter from Sheriff Merit Board dated September 11, 2018, election on September 20, 2018. Motion carried 3-0.

Order #4 Agenda #3-1

In the Matter of Modification of Specifications prior to public opening of bids, quotes, or other proposals: 1) SHERIFF: Specification for Lake County Jail Food Services to be amended to change the bid return date and time to Wednesday, October 17, 2018 by 9:30 A.M. in the Lake County Auditor's Office. (The September 5, 2018 meeting it was stated that the return date was November 7, 2018).

Repay made a motion, seconded by Tippy, to approve the modification to the spec, amending the bid return date and time to Wednesday, October 17, 2018 by 9:30 A.M. in the Lake County Auditor's Office, on behalf of Sheriff. Motion carried 3-0.

Order #5 Agenda 4a1

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a. Other Proposals: 1) Highway: Lease to Own Financing for MACK Trucks RFP Lease Experts, PNC, US BANK, FIFTH THIRD BANK, (Fifth Third Bank will not be sending a proposal).

Comes now Attorney Dull before the Board of Commissioners, stating the bid opening down in the Auditor's Office he was present, Marian Ivey, and Mike Wieser also present, the bid was submitted electronically, various bid amounts, recommended they be made a matter of public record.

U.S. Bancorp	\$419,108.00 rates & terms apply		
	48months 3.197%	60months 3.253%	72months 3.293%

Comes now, Larry Blanchard, before the Board of Commissioners, Commissioners Repay if these rates should be taken under advisement, Mr. Blanchard requested approval of the \$419,108.00 at 3.107% for 48month term.

Repay made a motion, seconded by Tippy, to approve the Lease amount for the term of 48months for US Bancorp, letter of proposal dated September 17, 2018, Lessor: U.S. Bancorp Government Leasing and Finance, Inc. for Property: Vehicles and equipment. Motion carried 3-0.

Order #6 Agenda #5a-b

In the Matter of Approval of Minutes From Prior Meeting(s): a. Approval of Board of Commissioners Meeting minutes from June 20, 2018; b. Approval of Board of Commissioner's Meeting minutes from July 18, 2018.

Repay made a motion, seconded by Tippy, to approve the Meeting Minutes of the Board of Commissioners Meetings held June 20, 2018 and July 18, 2018. Motion carried 3-0.

Order #7 Agenda #6a1

In the Matter of Public Selection of at Least Three Vendors from whom to seek quotes: Approval of Specification for Seeking Proposals, Select The Vendors, And Set the Return Date: a. Public Works: mandatory for any expected cost \$25,000 or more but less than \$150,000: 1) HIGHWAY: Seeking approval to contact: Dyer Construction Co., Ellas Construction Co., LaPorte Construction Co., JCI Bridge Group., Gariup Construction Co. Inc., and Dunnette Bay Construction for repairs on Lake County Bridge #48, 117th Avenue over West Creek.

Repay to approve Highway's request and allow Highway to retrieve and make a selection of the appropriate contractor, with the return date of September 27, 2018, Tippy seconded with discussion, asking, "so this is being done as an emergency?" Highway Engineer replied "yes". Motion carried 3-0.

Order #7 Agenda #6b1

In the Matter of Public Selection of at Least Three Vendors from whom to seek quotes: Approval of Specification for Seeking Proposals, Select The Vendors, And Set the Return Date: a. Public Works: mandatory for any expected cost \$25,000 or more but less than \$150,000: 1) LAKE COUNTY JUVENILE CENTER: Seeking proposals for bids for food and the Lake County Juvenile Center food service to be returned October 17, 2018.

Repay made a motion, seconded by Tippy, to approve the request to seek proposals for Food Service for the Lake County Juvenile Center with the return of proposals by Wednesday, October 17, 2018. Motion carried 3-0.

Order #8 Agenda #7a1a

In the Matter of Action to Form Contracts – a. Public Works: 1) After an emergency (minimum of two vendors): a. COMMISSIONERS: Emergency Gary South Parking Lot Storm Repair, requests sent to Keough, Boyd and Sneed Construction. Lowest Bid response received and letter recommending Keough Mechanical Corp., in the amount not to exceed \$7,842.00.

Repay made a motion, seconded by Tippy, to approve the recommendation of Keough Mechanical Corp., 2046 East 88th Drive, Merrillville, IN 46410, in the amount of \$7,842.00 for Emergency Gary South Parking Lot Storm Repair, letter of recommendation by Mr. Rehder. Motion carried 3-0.

Order #9 Agenda #7a1b

In the Matter of Action to Form Contracts – a. Public Works: 1) After an emergency (minimum of two vendors): b. COMMISSIONERS: Emergency Gary Courthouse East and West Stairs Repair. Request sent to Sneed Construction, Hasse Construction and Boyd Construction, letter to accept Sneed Construction as the low bid, in the amount not to exceed \$119,960.00.

Upon discussion between Board members and its Attorney and the Superintendent of Buildings, Repay made a motion to approve, Tippy asked Allen to seconded, discussion continued with questions from Tippy to Rehder, Allen took the vote of 3-0 for the motion to approve the recommendation by Mr. Rehder to accept the proposal from Sneed Construction in the amount of \$119,960.00 for Emergency Gary Courthouse East and West Stairs Repair. Motion carried 3-0.

Order #10 Agenda #7a2a

In the Matter of Action to Form Contracts: a. Public Works: 2) At least \$25,000 and less than \$150,000 in which the Board authorizes the department or office to identify at least three (3) vendors and send them the quote sheets which are then opened at a public meeting: a. COMMISSIONERS: West Wind 6th Floor Building Asbestos Abatement. Requests sent to Northwest Indiana Environmental, Inc. for \$74,500.00; M & O Environmental for \$78,200.00; Environmental Assurance, LLC for \$109,845.00. Letter to recommend Northwest Indiana Environmental, Inc. as the low bid for \$74,500.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation for the use of Northwest Indiana Environmental, Inc., 660 Morningside Drive, Crown Point, IN 46307, as the contractor for West Wind 6th Floor Building Asbestos Abatement for \$74,500.00, being the low bidder, upon a motion made by Repay, seconded by Tippy, to approve the recommendation for the use of Northwest Indiana Environmental, Inc. at \$74,500.00. Motion carried 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for West Wind 6th Floor Building Asbestos Abatement for the L.C. Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

NORTHWEST INDIANA ENVIRONMENTAL INC. W/ NO BID BOND is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for WEST WIND 6TH FLOOR BUILDING ASBESTOS ABATEMENT FOR LAKE CO. COMMISSIONERS FOR \$74,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 19, 2018

KYLE ALLEN, Sr.
MICHAEL REPAY
JERRY TIPPY

NORTHWEST INDIANA ENVIRONMENTAL INC.

Order #11 Agenda #7a3a

In the Matter of Action to Form Contracts: a. Public Works: 3) From public bids \$150,000 or more: a. COMMISSIONERS: Project #14 for Renovations to the 6th Floors of the West Wind Building, bids submitted on August 1, 2018 by (Gariup Construction for \$479,500.00; Hasse Construction for \$477,000.00; Larson-Danielson for \$478,595.00; Precision Builders for \$562,500.00; and Sneed Construction for \$660,088.10), recommendation for Hasse Construction Co. Inc. in the amount of \$477,000.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation and select Hasse Construction Company, Inc., 10 Lincoln Avenue, Calumet City, IL 60409 as the contractor for Project #14 – Renovations to the 6th

Floors of the West Wind Building, as the lowest responsive and responsible bidder, upon a motion made by Repay, seconded by Tippy, to approve the recommendation and select Hasse Construction in the amount of \$477,000.00. Motion carried 3-0.

Order #11 Agenda #7a3a cont'd

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Renovations to the 6th Floors of the West Wind Building – Project#14 for the L.C. Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HASSE CONSTRUCTION CO. INC. W/ *Liberty Mutual Insurance Company* in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PROJECT #14 – RENOVATIONS TO THE 6TH FLOORS OF THE WESTWIND BUILDING FOR LAKE CO. COMMISSIONERS FOR \$477,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 19, 2018

KYLE ALLEN, Sr. HASSE CONSTRUCTION CO. INC.
MICHAEL REPAY
JERRY TIPPY

Order #12 Agenda #7a3b

In the Matter of Action to Form Contracts: a. Public Works: 3) From public bids \$150,000 or more: a. COMMISSIONERS: Project #8 for Security Barriers at the LCGC, from bids submitted on August 15, 2018 by (Ellas Construction, \$716,700.00; Gariup Construction, \$663,700.00; Gary Material Supply, \$697,000.00; Gough, Inc. \$688,000.00; Hasse Construction, \$596,000.00; and Sneed Construction, \$1,346,650.00), recommendation for Hasse Construction Co., Inc. in the amount of \$596,000.00 for Base Bid #1 and \$41,470.00 for Alternate Bid #1 for Concrete Form Liners for a total amount of \$637,470.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award Hasse Construction Inc., 10 Lincoln Avenue, Calumet City, IL 60409, with \$596,000.00 for Base Bid #1 and an additional \$41,470.00 for Alternate Bid #1 for Concrete Form Liners, being the apparent low bidder for Project #8 for Security Barriers at the Lake County Government Center, upon a motion made by Repay with discussion to approve the recommendation to Hasse Construction Inc. in the amount of \$596,000.00 for Base and an additional \$41,470.00 for Alternate Bid, Tippy seconded the motion, discussion Repay began, stating, "at our previous meeting (at the Drainage Board) we talked about workloads and ability to perform in a timely manor, do we have an expiration on these contracts? Do we have an expectation of when these things are going to be completed, can you tell us what that is Tom? Or Bob?", Bob responded, stating, "I have a meeting with Hasse Construction and I did challenge them on what we could get done this year and there's no problem getting those planters(liners)(inaudible) in for Fall", Dull, interjected, "Would the Board like to put a date on the Contract?", Repay, replied, "no, I wondered out loud if there was one already in there" Bob stated "yes", discussion closed. Motion carried 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Project #8 for Security Barriers at the Lake County Government Center for the L.C. Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HASSE CONSTRUCTION CO. INC. W/ *Liberty Mutual Insurance Company* in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PROJECT #8 FOR SECURITY BARRIERS AT THE LAKE COUNTY GOVERNMENT CENTER FOR LAKE CO. COMMISSIONERS FOR \$637,470.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 19, 2018

KYLE ALLEN, Sr. HASSE CONSTRUCTION CO. INC.
MICHAEL REPAY
JERRY TIPPY

Order #13 Agenda #7b1a

In the Matter of Action to Form Contracts: b. Services: 1). From a single source – a. SHERIFF: PO 3810790 Vertical Integrated Applications, Inc. for 3-years support cloud services: \$8,728.00.

Upon brief discussion, Repay made a motion to defer, Tippy seconded the motion to defer. Motion carried 3-0.

Order #14 Agenda #7b1b

In the Matter of Action to Form Contracts: b. Services: 1). From a single source – b. COMMUNITY CORRECTIONS: Request for approval renewal service agreement from July 1, 2018 through June 30, 2019 for high school equivalency tutoring (Center for Workforce Innovations) billable at \$70.00 per hour not to exceed \$840.00 per week.

Repay made a motion, seconded by Tippy, to approve the Contract between Lake County Community Corrections and Center for Workforce Innovations, 2804 Boilermaker Court, Valparaiso, IN 46383, for high school equivalency tutoring from July 1, 2018 through June 30, 2019, billable at \$70.00 per hour not to exceed \$840.00 per week. Motion carried 3-0.

Order #15 Agenda #7b1c

In the Matter of Action to Form Contracts: b. Services: 1) From a single source: c. COMMISSIONERS: Onyx Electronics request approval Commissioner Tax Certificate Sales, in the amount of 8% of the proceeds plus \$70.00 per redemption to be paid monthly from January 1, 2019 through December 31, 2020.

Repay made a motion, seconded by Tippy, to approve the Agreement for tax sale Certificate Sales between Board of Commissioners of the County of Lake and Onyx Electronics, 68 Brodie Court, Valparaiso, IN 46389, in the amount of 8% of the proceeds plus \$70.00 per redemption to be paid monthly from January 1, 2019 through December 31, 2020. Motion carried 3-0.

Order #15 Agenda #7b1c cont'd

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 11 day of Sept, 2018 effective from January 1, 2019 to December 31, 2020 by and between ONYX ELECTRONICS, (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 for the County, specifically the Consultant shall:
 - A. Perform any and all necessary work for successful auctioning and sale of commissioners tax sale certificates. This shall include but is not limited to all advertising, all sale preparation, actual auctioning of the properties, preparation of sale results and reports, and assisting the Lake County Auditor Tax Sale Department with all necessary reports and information for them to register the bids and finalize the certificates after the sale. The County will pay for all necessary advertising costs relating to the legal publications of the properties listed for sale, which Consultant will prepare. In addition, the County agrees to adopt any resolutions or ordinance, if necessary, and as agreed to by the parties for the successful sale of commissioners tax certificates.
 - B. Data Needed for Services. In order to complete the services requested herein, the County shall provide all necessary data requested by Consultant, both in a project plan and written letters. Once the Consultant received the necessary data, Consultant will prepare a list eligible for sale at a commissioners tax certificate sale, prepare a project plan for the needs of the project, prepare all notices, publications, postings and other documents required to dispose of the property pursuant to Indiana statute, prepare all forms required by the State Board of Accounts, conduct the sale of the auction, display all pertinent information regarding the sale on Consultants website for publication information and notify the County of commissioner tax certificates that are still available for sale.
 - C. Custom software programming as needed on other Commissioner (or County Attorney) directed projects. Commissioners will make requests of third party vendors for information for projects requiring third parties when necessary.

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 and Costs.** The County agrees to pay the Consultant 8% of the proceeds from the total amount of any and all commissioner tax certificate sales. In addition, the County agrees to pay the Consultant a flat rate of \$70.00 per redemption as a result of an upcoming sale. The County shall pay Consultant monthly based on the submission by Consultant to the County of itemized claims for services rendered and fees incurred by Consultant, assuming the County finds such claim or claims to be proper and in order.

In addition, the County agrees to pay Consultant 2% of the proceeds from total amount of any and all commissioners tax certificate sales for the following software:

1. Software to Track of Multiple Payment Plans on A Tax Certificate and Parcel.
2. Software to Create Sales Disclosures for real estate if needed.
3. Software to Export Data to Individual Cities For Their Information.
4. Software to Create/Print Tax Certificates.
5. Software to Track Attorneys per sale for Court.
6. Software to Track Receipts with Printout.
7. Software to Print to Newspaper Mechanicals.

The County will pay for the costs of all necessary advertising, the cost of all mailings including registered and/or certified, all postage, paper, envelopes, labor and other costs associated with a necessary mailing, all legal fees related to the commissioners certificate sale, any necessary title work needed or requested by the County.

The rate for programming/operations on Commissioner (or County Attorney) directed projects is \$175 per hour payable in one hour increments with a 2 hour minimum. The rate for server usage and web access will be \$200 per month if desired by Commissioners. All software written for Commissioner directed projects will be owned by Consultant with license to use by Commissioners.

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.

Page 2 of 7

Order #15 Agenda #7b1c cont'd

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.

Page 3 of 7

- 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.
 - C. The County and Consultant agree that confidential information may be shared between the parties in the course of performing services. The parties hereby agree that neither party will disclosed any confidential or proprietary information to any third party whatsoever unless approved by both parties in writing. The parties will note "Confidential" information on any media so each party knows that the

Page 4 of 7

Order #15 Agenda #7b1c cont'd

information is confidential. In the event of a breach, the County shall be entitled to equitable remedy.

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

ONYX ELECTRONICSS
68 BRODIE COURT
VALPARAISO, IN 46389
(219) 406-1974

18. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).

Page 5 of 7

- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program
Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- I. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
19. **Limitation of Liability.** The County hereby agrees that in no event shall Consultant be liable for any loss of profit or indirect, special, incidental, or consequential damages as a result of the use by Consultant of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to Consultant by the County or its agents or employees under this Agreement. The County will not hold Consultant liable for the actions, fault, failure, or negligence of any individual not employed or a principal of Consultant.
20. **No Guarantee.** Consultant hereby agrees to use its best efforts to perform all services provided herein and in addendum made a part thereof, but in no event does Consultant guarantee the collection of delinquent taxes, assessments, penalties, fees or other charges, and nothing in this Agreement shall be interpreted as a guarantee. Consultant shall be

excused from performance in whole or part as a result of an act of God, court order, or other reason beyond Consultants control.

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

JERRY TIPPY

KYLE ALLEN

MICHAEL REPAY

CONSULTANT

DONALD GUERNSEY, President
ONYX ELECTRONICS

ATTEST:

JOHN PATALAS,
LAKE COUNTY AUDITOR

Page 7 of 7

Order #16 Agenda #7b1d

In the Matter of Action to Form Contracts: b. Services: 1) From a single source: d. FAIRGROUNDS: Statement of Services contract with FIS for accepting payments via the "Point of Sale", convenience fees payable by customer, setup fee \$145.75.

Repay made a motion, seconded by Tippy, to approve the Statement of Services contract with FIS Government Payment Solutions, www.fisglobal.com, on behalf of Lake County Fairgrounds for accepting payments via the "Point of Sale", convenience fees payable by customer, setup fee \$145.75. Motion carried 3-0.

Order #17 Agenda #7b1e

In the Matter of Action to Form Contracts: b. Services: 1) From a single source: e. COMMISSIONERS: McShane's offer to extend 2018 Class 1 Canon Brand Photocopier Maintenance, at current rates through December 2019. First offer to extend (NOTE: McShane's is now Kramer and Leonard, Inc. operating under the name of McShane's).

Repay made a motion to accept the offer to extend from McShane's, Inc. to the Lake County Commissioners, extending the 2018 Class 1 Canon Brand Photocopier Maintenance, at current rates through December 2019, Tippy seconded the motion with discussion, begin statement, Tippy, "we did bid this out at the beginning of this year, so my hope is that we bid it out again next year, giving one (1) year extension, Repay, agreed, discussion closed. Motion carried 3-0.

Order #18 Agenda #7c1a

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 1) Renew existing contract: a. COMMISSIONERS: McShane's offer to extend 2018 Class 2A, Class 2B and Class 3 Office Supply prices, at current rates through December 31, 2019. First offer to extend (NOTE: McShane's now Kramer and Leonard, Inc., under the name of McShane's).

Repay made a motion, seconded by Tippy, to accept the offer to extend from McShane's, Inc. to the Lake County Commissioners, extending the 2018 Class 2A, Class 2B and Class 3 Office Supply prices, at current rates through December 31, 2019. Motion carried 3-0.

Order #19 Agenda #7c2a

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 2) Non-house account contracts at least \$2,500 but less than \$50,000 solicited by department (three quotes): a. HIGHWAY: PO 3810930 West Side Tractor Sales, \$5,055.30 for parts (solicited quotes from West Side Tractor, Harding, Inc., Hoosier Equipment).

Repay made a motion, seconded by Tippy, to approve purchase order no. 3810930 in the amount of \$5,055.30 for parts from West Side Tractor Sales on behalf of Lake County Highway Department, West Side Tractor Sales 150 W 162nd Street, South Holland, IL 60473. Motion carried 3-0.

Order #20 Agenda #7c3a

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 3) Act on three quotes opened in public meeting at least \$50,000 but not more than \$150,000: a. HIGHWAY: PO 3810567: Quotes received from East Jordan Iron Works \$7,670.52 and Neenah Foundry, Inc. \$8,456.00 for frame and grate guard ring. Recommendation for award to Neenah Foundry for \$8,456.00 due to delivery timing.

Repay made a motion, seconded by Tippy, to approve Lake County Highway Department recommendation for payment of PO no. 3810567 to Neenah Foundry, 2121 Brooks Ave, Neenah, WI 54957, for \$8,456.00 for frame and grate guard ring in the amount of \$8,456.00 due to delivery timing. Motion carried 3-0.

Order #21 Agenda #7c4a

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: a. SHERIFF: PO 3810767 Pinnacle Technologies, Inc., for armbands with hardware including shipping: \$5,208.24, single source.

Repay made a motion, seconded by Tippy, to table. Motion carried 3-0.

Order #22 Agenda #7c4b

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: a. SHERIFF: PO 3810718 McKesson Medical-Surgical, Inc. for health care and lab supplies: \$7,470.76, single source.

Repay made a motion, seconded by Tippy, to approve payment of PO no. 3810718 to McKesson Medical-Surgical, Inc., 8741 Landmark Road, Richmond, VA 23228-2800, on behalf of Sheriff Department for health care and lab supplies for \$7,470.76. Motion carried 3-0.

Order #23 Agenda #7c4c

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: a. SHERIFF: PO 3810836 CM Detention Products for Jail retrofit corridor device equipment repair, SE10 IC 5-22-6-1 for \$5,785.00.

Repay made a motion, seconded by Tippy, to approve payment of PO no. 3810836 to CM Detention Products, 922 Geneva Street, Shorewood, IL 60404, for Jail retrofit corridor device equipment repair in the amount of \$5,785.00 on behalf of Sheriff Department. Motion carried 3-0.

Order #24 Agenda #7c4d

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: a. SHERIFF: PO 3811718 Derby Industries, for shower curtains and tabs in the jail, in the amount of \$8,342.00, sole source.

Repay made a motion, seconded by Tippy, to approve PO no. 3811718 to Derby Industries, 24350 State Road 23 South, South Bend, IN 46614, for shower curtains and tabs in the jail, in the amount of \$8,342.00 on behalf of Sheriff Department. Motion carried 3-0.

Order #25 re-visit Agenda #7c4a

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: a. SHERIFF: PO 3810767 Pinnacle Technologies, Inc., for armbands with hardware including shipping: \$5,208.24, single source.

Comes now, L C Jail – Warden, to speak before the Board of Commissioners regarding the request for approval of purchase order number 3810767, stating these are actually wristbands, security wristbands that we place on inmates for identification purposes that they wear and it is a single source.

Repay made a motion, seconded by Tippy, to take matter off of tabled status. Motion carried 3-0.

Repay made a motion, seconded by Tippy, to approve the purchase order for Pinnacle Technologies Inc., 728 N Pleasantburg Drive, Greenville, SC 29607, for wristbands in the amount of \$5,208.24 for Lake County Jail on behalf of Sheriff Department. Motion carried 3-0.

Order #26 Agenda #7c4e

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: e. COMMISSIONERS/LAKE SUPERIOR COURT/COUNTY DIV, II: Request to approve purchase of court recording system, in the amount of \$11,213.00.

Repay made a motion, seconded by Tippy, to approve the request to purchase on behalf of LAKE SUPERIOR COURT/COUNTY DIV, II to purchase a court recording system in the amount of \$11,213.00 from Word Systems, Inc. Motion carried 3-0.

Order #27 Agenda #7c4f

In the Matter of Action to Form Contracts: c. Supplies, Goods, Machinery and Equipment: 4) Act on special purchasing techniques: f. SHERIFF: Formation of agreement with In Touch Pharmaceuticals for Health Care and Lab supplies for the Lake County Jail, through the "Effective Date" until December 31, 2018.

Repay made a motion, seconded by Tippy, to approve the agreement with In Touch Pharmaceuticals, Inc., 1150 Eastport Centre Drive, Valparaiso, Indiana 46383 on behalf of The Sheriff of Lake County, Indiana. Motion carried 3-0.
Cont'd.

Order #27 Agenda #7c4f cont'd

PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT ("Agreement") is made effective as of the 1st day of September, 2018 ("Effective Date") between IN TOUCH PHARMACEUTICALS, INC., an Indiana corporation, whose address is 1150 Eastport Centre Drive, Valparaiso, Indiana 46383 ("Pharmacy") and THE SHERIFF OF LAKE COUNTY, INDIANA, whose address is 2293 Main Street, Crown Point, Indiana 46307 ("Jail").

PREMISES: Pharmacy and Jail desire to enter into this Agreement for Pharmacy's provision of pharmaceutical services and products as required by inmates of Jail's correctional facility upon order or prescription of their physicians. This Agreement sets forth the terms under which Pharmacy is willing to provide such services for the term provided for herein ("Term").

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated into and made a part of this Amendment, and in consideration of the mutual promises and undertakings of the parties set forth herein, the Employer and the Employee do hereby agree as follows:

1. **Term.** The Term shall begin on the Effective Date and continue through December 31, 2018, unless otherwise extended by mutual agreement of the parties hereto..

2. **Pharmacy Services.** During the Term of this Agreement, the Pharmacy shall provide the Services and Products to the Jail and its inmates as are described on the attached Schedules A-1, A-2 and B, which are incorporated into and made a part of this Agreement. The Jail intends and hereby designates the Pharmacy as the preferred pharmaceutical services and products provider for the Jail and its inmates. In providing such services and products, the Pharmacy shall:

A. Provide all products in compliance with applicable federal, state and local laws and regulations for the benefit of the inmates of the Jail.

B. Render services in accordance with all applicable requirements of federal, state and local law and regulations.

C. Provide its services and products on an as-needed, 24 hour per day, 7 day per week schedule.

D. Maintain satisfactory records on each inmate of the Jail who receives Pharmacy's products and/or services.

E. Ensure the availability of a Pharmacy representative to address issues as they arise from time to time.

F. Consult with all medical professionals under contract with the Jail as to advice and recommendations as to pharmaceutical care requirements from time to time promulgated under applicable federal, state and local law and regulations.

G. Conduct, upon the reasonable request of Jail, programs for in-service education for subjects related to the pharmaceuticals rendered by Pharmacy pursuant to this Agreement.

H. Furnish all equipment required to deliver, store and administer pharmaceutical products required under the terms of this Agreement.

I. Provide interface and integration into Lake County Jail electronic medical record software (Centricity) and Jail Management System (Spillman).

J. Provide three (3) Pyxis Automation Devices equipped with all Cubie safe medication technology, specially licensed through the State of Indiana Board of Pharmacy and registered with the Drug Enforcement Agency (DEA).

K. Provide all routine oral tablets, capsules, in-unit dose cycles sorted by inmate, date and time of administration in 24-hour cycles, seven (7) days per week, 365 days per year, with unused product to be returned for full credit.

L. Provide STAT medication upon request on a 24-hour per day, seven (7) day per week, 365 days per year.

3. **Obligations of Jail.** The Jail shall:

A. Assume responsibility for the implementation of the Pharmacy's policies and procedures as of the Effective Date and provide copies of such policies to medical professionals under contract with the Jail or others involved in the administration of pharmaceutical products at the Jail.

B. Make available to Pharmacy the office and storage space necessary for Pharmacy to provide the services and products required under this Agreement in a professional and efficient manner.

C. Assist the Pharmacy in obtaining appropriate informed consent forms from inmates of the Jail.

D. Provide the Pharmacy with all necessary billing data for services and products provided by Pharmacy, including but not limited to private pay and commercial insurance information, Medicare and Medicaid data, inmate name and responsible party information, telephone numbers and billing addresses and physician contact information so as to enable Pharmacy to bill for all services and products provided hereunder.

E. Pay the Pharmacy in a usual and customary manner for all services and products for which Jail is obligated to pay, subject to a late payment charge of 1.5% per month on invoices not paid within 60 days after billing date.

4. **Indemnification.** The Jail hereby indemnifies and agrees to hold the pharmacy harmless for any and all liability, loss, damage, expense or fees (including reasonable attorney fees) incurred as a result of the acts or omissions of any employee, agent, or other representative of the Jail involved in the facilitation of the Services and/or Products provided by the pharmacy at the Jail. The pharmacy shall indemnify and hold harmless the Sheriff of Lake County, its employees, the Lake County Board of Commissioners and the Lake County Board for any and all liabilities, losses, damages, expenses, costs or fees, incurred as a result of the acts or omissions of any employee, agent or representative of the Lake County Sheriff's Office, Lake County Jail, its employees or assigns in the delivery of prescription and/or non-prescription medications or 'Products'.

5. **Representations and Warranties.** Each party warrants and represents the following to the other party, and each such warranty and representation shall continue throughout the Term of this Agreement:

A. Pharmacy is a corporation duly organized, validly existing, and in good standing under the laws of the State of Indiana, and further warrants that it is a qualified and duly licensed pharmacy in compliance with all of the laws, rules and regulations as set forth in the Indiana Code and as regulated by the Indiana Pharmacy Board ("Board"). Further, that the Pharmacy's designated pharmacist-in-charge is in good standing with the Board and is duly licensed to dispense and provide approved drugs as prescribed by a licensed physician and non-prescription drugs, intravenous products, legend drugs, supplies and services and pharmaceutical supplies (collectively 'Products'), as required by the inmates of the Jail upon order or prescription of their physician and in accordance with accepted professional principals and applicable local, state and federal laws and regulations.

B. The Pharmacy: (i) has the corporate power and legal authority to enter into this Agreement and to perform its obligations hereunder, and (ii) has taken all necessary corporate or other action on its part to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder.

C. Both parties have the requisite authority to and shall cause this Agreement to be binding on their legal representatives, successors, transferees, successors in interest and assigns.

D. This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation that is enforceable against such party in accordance with its terms.

Page 3

E. The parties have all of the necessary qualifications, including, but not limited to, certificates, permits, registrations and/or licenses, pursuant to federal, state and local laws and regulations to perform its obligations under this Agreement, and all required consents, approvals and authorizations of all governmental authorities and other persons that must be obtained by such party in connection with this Agreement have been obtained.

F. The execution and delivery of this Agreement and the performance of such obligations hereunder do not: (i) conflict with or violate any requirement of applicable laws or regulations, or (ii) conflict with or constitute a default under any contractual obligation of that party, including contractual obligations with any other Pharmacy provider.

6. **Compliance With Law.**

A. Each party shall comply with all applicable federal, state and local laws, rules and regulations (collectively, "Laws") now in effect or enacted during the Term, including, without limitation, laws pertaining to the dispensing of prescription drug products, pharmaceutical billing or sales practices, and governmental reporting and disclosure requirements.

B. As a Covered Entity (as such term is defined within the terms of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the regulations and guidelines issued in connection with and pursuant thereto ("HIPAA Rules")), and to obtain sufficient assurances that its contracting parties shall appropriately safeguard an individual's health information, the parties acknowledge and agree to safeguard all Protected Health Information of each inmate of the Jail. The Jail and the Pharmacy agree to take all steps and execute all documents necessary to protect all such information within the meaning of the HIPAA Rules.

7. **Insurance.** Pharmacy shall maintain insurance in amounts necessary to fully protect it from any and all claims of any nature made by any person or entity for damages, including damages to property or for personal injury, including death, which may arise from the performance of this Agreement by such party and its employees, agents and contractors. Further, Pharmacy shall name the Jail as an additional insured on its general liability, product liability, and malpractice insurance policies with minimum coverage for bodily injury of at least one million dollars (\$1,000,000.00) for each person and three million dollars (\$3,000,000.00) for each accident, with coverage for property damage of at least one hundred thousand dollars (\$100,000.00) for each incident, or such other limits required under Indiana law of health care providers. The Pharmacy shall, following written request provided pursuant to the Notice provisions herein furnish the Jail with its certificate of insurance.

8. **Assignment.** Nothing in this Agreement is intended nor will it be deemed to confer any benefits on any third party. Neither party may assign any of its respective rights, duties and/or obligations hereunder without the prior written consent and approval of the Lake County Sheriff and Board of Commissioners, provided, that the Pharmacy may assign its rights and delegate its duties and obligations hereunder to any other licensed Pharmacy which is

Page 4

owned, directly or indirectly by In-Touch Pharmacy, Inc., but no such assignment or delegation shall relieve such Pharmacy of liability for any breach or this Agreement by the Assignee

9. **Attorney Fees.** If either party brings an action against the other to enforce any condition or covenant of this Agreement, including the usage of agency fees, the substantially prevailing party shall be entitled to recover its court costs, attorney's fees and expenses incurred in such action.

10. **Miscellaneous.**

A. The Pharmacy and the Jail are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or employment or agency relationship between the parties. The Pharmacy must conform its policies in compliance with all policies and procedures within the Jail.

B. A party shall send any written notice required or permitted by this Agreement, by certified mail, postage prepaid, return receipt requested, or by use of a national overnight delivery service, to the other party at the addresses described in the initial paragraph of this Agreement, or to such other address the other party designates upon written notice. Written notices shall be effective upon receipt or refusal to accept delivery. Notice shall be forwarded as follows:

NOTICE TO JAIL:
Lake County JAIL
Office of the Warden
2293 N. Main Street
Crown Point, IN 46307

NOTICE TO PHARMACY
In-Touch Pharmaceuticals, Inc.
Attention: Rick F. Rondinelli, President
1150 Eastport Centre Drive
Valparaiso, IN 46383

The parties agree that upon change of address or any other factor affecting notice, that the subject change shall be promptly made available to the other. Otherwise the above will constitute the last known address of the parties.

C. This Agreement shall be construed and shall be subject to the laws of the State of Indiana.

D. If either party brings a lawsuit to enforce any of the terms or conditions of this Agreement, the party prevailing in such lawsuit shall be entitled to recover its costs and attorney fees in addition to any other relief to which it may be entitled.

Page 5

E. This Agreement includes the complete agreement between the parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter hereof. This Agreement cannot be changed or modified except by a written amendment signed by both parties.

F. If any provision of this Agreement is found to be unlawful or unenforceable, the remaining portions of this Agreement shall continue in full force and effect, and the parties shall endeavor in good faith to replace the unlawful or unenforceable provision with one that is lawful and enforceable and which gives the fullest effect to the intent of the parties as expressed in this Agreement.

G. The Pharmacy shall comply with Title VI of the Civil Rights Act of 1964 and "503-504 of the Rehabilitation Act of 1973" and all requirements imposed by or pursuant to the applicable civil rights regulations of the U.S. Department of Health and Human Services. Further, the Pharmacy will provide its Pharmacy services equally to the inmates residing in the Jail as required by inmates, pursuant to the instruction of the attending physician of inmates.

H. The Pharmacy shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon any other duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of services provided under this Agreement which is pursuant to 1) 1395 x (v)(1) of Title 42 U.S.C.

I. Any waiver of this Agreement must be in writing and duly executed by the party to be charged therewith. A waiver by a party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

J. The headings of the sections used in this Agreement are for convenience only and shall not be part of or affect the meaning or interpretation of this Agreement.


K. This Agreement shall be binding on and shall endure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

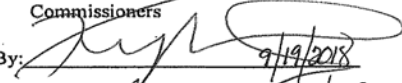

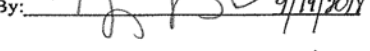
[Signatures following on next page]

Page 6

Order #27 Agenda #7c4f cont'd

IN WITNESS WHEREOF the Pharmacy and the Jail have signed this Agreement as of the date first above written.

PHARMACY: **IN TOUCH PHARMACEUTICALS, INC.**
 By: 
 Rick F. Rondinelli, its President
 Jason Sorrell, V.P.

JAIL: **THE SHERIFF OF LAKE COUNTY, INDIANA**
 By: The Lake County, Indiana, Board of County Commissioners
 By:  9/19/2018
 By:  9/19/2018
 By:  9/19/2018

THE SCHEDULES LISTED HEREIN ARE INCORPORATED BY REFERENCE AND ARE TO BE READ AS THOUGH PART OF THE BODY OF THIS AGREEMENT. ANY CHANGE HERETO SHALL BE EXECUTED BY THE PARTIES, ATTACHED AND LIKEWISE INCORPORATED BY REFERENCE.

SCHEDULE A-1

STANDARD SERVICES AND FEE FOR SERVICE PRICING – BILLED TO FACILITY

1. **Definition.** For purposes of these Schedules: "AWP" means the average wholesale price of a Product (including, in the case if IV Products, the drug and bag) as reported by First Databank or Medispan. AWP will be determined by In Touch Pharmaceuticals when not available by First Databank or Medispan. "HCFA" means Health Care Financing Administration. "MAC" means "Maximum Allowable Cost". MAC or HCFA price will be determined by In Touch Pharmaceuticals when not available from First Databank or Medispan, taking into consideration industry standards and pricing metrics customary for such pharmaceuticals.
2. **Standard Services.** As the standard services ("Standard Services") In Touch Pharmaceuticals will:
 - (a) Process orders from the Facility for Products and deliver the Products to the facility. Pharmacy will provide order processing and delivery services on a routine basis Monday through Sunday. Pharmacy will provide order processing and delivery services on an emergency basis, as needed at any time, 24/7/365. Medication will be dispensed to the Facility in inmate specific unit dose by date and time of administration in 24 hour quantities, or as other administration systems is determined by Facility and Pharmacy.
 - (b) Supply Pyxis Specialty Stations in lieu of emergency drug kits to the Jail Facility.
3. **Pricing.** For the Products and Services included in the Standard Services In touch Pharmaceuticals provides to the Facility, Jail will pay Pharmacy at the rates shown on the attached Schedule A-2.

SCHEDULE A-2

PRICING

THERAPY SERVICES	CHARGE
Oral/Topical Medications	Brand Medications: AWP - 17% + \$3.00 Generic Medications: Single Source: AWP - 17% + \$3.00 Multi-Source: HCFA or MAC + \$3.00, if not defined AWP - 70% + \$3.00
IV HYDRATION	AWP
IV ADDITIVES FOR IV HYDRATION	AWP
ANTIBIOTICS Q 24 HOURS Q 12 HOURS Q 4, 6, 8 HOURS	AWP + \$30 AWP + \$35 AWP + \$45
PERIPHERAL IV INSERTION	IN TOUCH COST
MIDLINE INSERTION	IN TOUCH COST
DELIVERY SYSTEM IV PUMP	\$8.00 PER DAY
RETURNS RESTOCKING FEE	NO CHARGE

**In the event the price as calculated above falls below pharmacy acquisition cost due to but not limited to generic availability, raw material cost increases or other factors not controlled by pharmacy, pharmacy in this case would charge Acquisition cost + 15% + \$3.00

SCHEDULE B

CONSULTING SERVICES AND PRICING - QUARTERLY

1. **Consulting Services.** As the consulting services ("Consulting Services") in Touch Pharmaceuticals provides to the Jail, In Touch Pharmaceuticals will:
 - (a) Provide a consultant pharmacist to perform the following services at the Jail:
 - 1) Consult with the Jail's staff as to any drug regimen concerns mainly of inappropriate utilization patterns (if any) to the Facility's Administrator, Director of Nursing Services or the inmate's physician, as appropriate.
 - 2) Consult with the Jail's staff as to its creation and maintenance of its PHARMACY Policy and Procedure Manual, including (without limitation) its creation and implementation of policies and procedures in respect of the distribution, control and use of prescription drugs in the Jail.
 - 3) Consult with the Jail's staff as to its compliance with applicable regulations in respect of the record keeping requirements for and destruction of unused controlled substances.
 - 4) Consult with the Jail's staff as to its formulary management process.
 - 5) On Jail's request (but not more than once per calendar quarter), serve (in an advisory role) on the Jail's Quality Assurance and Assessment Committee.
 - 6) On Jail's request, provide additional Consulting Services at the price set forth below. The additional Services will be governed by the terms of this Agreement. Jail may contact its In Touch Pharmaceuticals Account Executive to discuss additional Consulting Services.
 - 7) Determine best practices for cost efficiency.
2. **Pricing.** For the Products and Services included in the Consulting Services above that In Touch Pharmaceuticals provides to the Jail, Jail will be billed by In Touch Pharmaceuticals at the rate of \$500.00 per quarter.

In the Matter of Action to Form Contracts: d. Federal or State Grants: 1) State: a. HOMELAND SECURITY: 2017 Emergency Management Performance Grant Program Salary Grant, State Local Agreement (CFDA 97.042).

Repay made a motion, seconded by Tippy, to approve the Grant for HOMELAND SECURITY: 2017 Emergency Management Performance Grant Program Salary Grant, State Local Agreement (CFDA 97.042). Motion carried 3-0.
(SEE FILE "2018 GRANTS" FOR 31 PAGE ORIGINAL)

Order #29 Agenda #7d1b

In the Matter of Action to Form Contracts: d. Federal or State Grants: 1) State: b. HOMELAND SECURITY: Memorandum of Understanding (Annual) with Porter County in the amount of \$3,000.00, for the storage and preventative maintenance on district equipment.

Repay made a motion, seconded by Tippy, to approve the agreement for HOMELAND SECURITY: Memorandum of Understanding (Annual) with Porter County in the amount of \$3,000.00, for the storage and preventative maintenance on district equipment. Motion carried 3-0.

Order #30 Agenda #8a1

In the Matter of Action to Modify Existing Contracts: a. Public Works: 1) COMMISSIONERS: Additional work performed by Ziese and Sons in the amount of \$27,389.00 at Hermits Lake (necessity and quantity verified by DVG Team, Inc.) our consultant for sludge pumping, backfilling and removal in the (new total contract) amount of \$65,264.00.

Repay made a motion, seconded by Tippy, to approve the additional work amount for the new total of \$65,264.00 to Ziese and Sons Excavating, Inc., 6929 W 109th Avenue, Crown Point, IN 46307, for sludge pumping, backfilling and removal at Hermits Lake for Lake County Commissioners. Motion carried 3-0.

Order #31 Agenda #8b1

In the Matter of Action to Modify Existing Contracts: b. Services: 1) COMMISSIONERS: Letter dated September 19, 2018 to Professional Claims Management, Inc., to delete the provision for automatic renewal for the following contract which expire December 31, 2019: Retiree Health Plan, Health and Worker's Compensation Insurance Administration and Lake County Jail Inmate Medical Claims repricing.

Repay made a motion, seconded by Tippy, to approve the letter dated September 19, 2018 to Professional Claims Management, Inc., to delete the provision for automatic renewal for the following contract which expire December 31, 2019: Retiree Health Plan, Health and Worker's Compensation Insurance Administration and Lake County Jail Inmate Medical Claims repricing. Motion carried 3-0.

Order #32 Agenda #8b2

In the Matter of Action to Modify Existing Contracts: b. Services: 2) COMMISSIONERS: Gateway Business Systems offer to extend existing contract for Photocopies Maintenance under identical terms and conditions through December 31, 2019.

Repay made a motion, seconded by Tippy, to accept the offer to extend from Gateway Business Systems, 510 Progress Street, Munster, IN 46321, extending the existing contract for Photocopies Maintenance under identical terms and conditions through December 31, 2019. Motion carried 3-0.

Order #33 Agenda #8b3

In the Matter of Action to Modify Existing Contracts: b. Services: 3) COMMISSIONERS: Sneed Construction, Change Order No. 1 for \$24,700.00 for damaged drywall and painting in New Jail "Z" Pod.

Comes now, Attorney Dull, before the Board of Commissioners, to speak on this matter and mentioning that Bob Rehder will come forth to speak also, Dull, stated, "in anticipation of what he's gonna say (Bob Rehder) we do have a policy, he submitted the Change Order only a portion of it has been executed, for Pod B, what he did was is submit the rest of the Change Order for your approval" Repay and Tippy says, "let Bob talk", Tippy mentioned that it popped to him because its exceeds 20% of the base value of the contract and so if the 24,000 is valid are we required to re-bid that portion of the contract? Dull, responded, "no (if someone would go and get my public works book, I'll read to you the policy that you adopted), here's what he did, they went up here to do something, they didn't have a chance to look at that ahead of time, to bid on that, then they found something up there, correct" Rehder, stepped in for comment, "where the Z pod is the Warden knows right now we've moved the inmates out of the Z C pod which started a week ago Monday, we were in there a couple extra days, we dropped all the fixtures, I met with Mark Purevich yesterday, I wish he could be here today, but what I'd like to make the recommendation to the Commissioners to throughout the 24,000 change order and just pay Mr. Sneed for the first change order since we've got the inmates back in and that's for \$6400.00 and then I will review with Mark Purevich, we walked the Jail yesterday, and the problem is we're moving the inmates again to the Z B Pod so its something that we're going to be addressing first thing tomorrow, I would like to make the recommendation of moving forward and giving Mr. Sneed the 6400.00 change order for the work he has already completed and then we'll review the scope moving forward", Repay, "are you amending then your request", Rehder, "yes", Repay, "the request says change order no. 1 24,700 and you're saying now you don't want us to approve that, that you want us to approve something less than that?" Rehder, "I'd like you to approve the 6400.00 for the first Z C-Pod that we completed as of yesterday", Repay, "and that's additional work that was done?" Rehder, "the additional work that was done, correct"

Repay made a motion to approve with discussion the 6400.00 amendment, Tippy seconded the motion, discussion, Repay, "I tend to agree with the sentiment that was expressed by Commissioner Tippy with regard to the additional stuff, I mean when there's that much additional stuff something went wrong, so we need to, before we go forward with another twenty thousand dollars worth of additional stuff we need to determine whether"...Rehder, "and the scope has changed with the meeting I had with Mark yesterday what we originally were planning on doing the other three pods have changed since of yesterday", Repay, "and when you say the scope has changed, like, the project as it stood or the initial intent of the project was to reduce our electricity output by installing LED Fixtures, right, that's the reason we're there", Rehder, "the reason we're there is from the roof damage from damage from before its just kind of coordination with light fixtures that are in that space that we took the opportunity to do it at the same time since we had to move the inmates", Repay, "okay so its roof damage, electrical fixtures and then ancillary repair due to removal of the fixtures" Rehder, "correct", Repay, "but you've got a new approach for the future" Rehder, "we have a new approach, Mr. Purevich would have liked to have been here today, we have a better approach working together and moving forward, this won't come in front of the Commissioners like this again, without both of us", Repay, "I have nothing else." Allen, allowed Mr. Dull to speak, Dull, "you(Rehder) know you have at ten percent, and anything over ten percent you have come back

Order #33 Agenda #8b3 cont'd

here (before the Board)" Tippy, spoke, "but isn't there a State Law, its twenty percent" "total" "of all change orders" Dull, replied, "you're correct". Brief discussion continued. Discussion closed. Allen confirmed the Motion carries 3-0.

Order #34 Agenda #8b4

In the Matter of Action to Modify Existing Contracts: b. Services: 4) COMMISSIONERS: Hasse Construction Company, Inc., Change Order No. 3, in the amount of \$36,850.00, for HVAC and miscellaneous changes (new contract sum, including Change Order No. 2 will be \$1,515,637.00).

Repay made a motion, seconded by Tippy, to approve the Change Order No. 3 for \$36,850.00, for HVAC and miscellaneous changes, to Hasse Construction Company, Inc. Motion carried 3-0.

Order #35 Agenda #8b5

In the Matter of Action to Modify Existing Contracts: b. Services: 5) SURVEYOR: Sidwell premium software support and website maintenance, addition of two (2) map services to the Lake County GIS Portico website, for \$1,860.00 through December 31, 2018.

Repay made a motion, seconded by Tippy, to approve the Contract Addendum between L C Surveyor and Sidwell Company for premium software support and website maintenance, addition of two (2) map services to the Lake County GIS Portico website, for a total of \$1,860.00 through December 31, 2018. Motion carried 3-0.

Order #36 Agenda #8b6

In the Matter of Action to Modify Existing Contracts: b. Services: 6) COMMISSIONERS: Amendment to Agreement with Suburban Elevator Company and the Lake County Board of Commissioners, to extend contract services for maintenance that originated May 20, 2015 for services at the following locations: 2293 N Main St., 2900 W. 93rd Ave., 2600 W. 93rd Ave., 3000 W. 93rd Ave., and the Gary, Hammond and East Chicago Courthouses, through December 31, 2018.

Comes now, Attorney Dull, spoke before the Board, mentioning to the Commissioners, "you have no existing contract for elevator maintenance, here's a extend this through the end of the year and then we're going to go develop a spec for that so this is to provide service through the end of the year", Repay made a motion to approve the amendment of the agreement, Tippy seconded the motion, Amendment to Agreement with Suburban Elevator Company and the Lake County Board of Commissioners, to extend contract services for maintenance that originated May 20, 2015 for services at the following locations, through December 31, 2018. Motion carried 3-0. (SEE FILE "2018 CONTRACTS" FOR AGREEMENT)

- A. 2293 N Main St.
- B. 2900 W. 93rd Ave.
- C. 2600 W. 93rd Ave.
- D. 3000 W. 93rd Ave.
- E. Gary Courthouse
- F. Hammond Courthouse
- G. East Chicago Courthouse

Order #37 Agenda #9a1

In the Matter of Action And/Or Reports On County Owned Property: a. Commissioner-Owned: 1) Disposal of Personal Property: a. Rohn 12' x 20' Concrete Service Trailer sold to Indiana Fiber Network, LLC in the amount of \$15,000.00.

Comes now, Attorney Irak, before the Board to speak on behalf of this matter, stating, "Commissioners this is in regards to, we have a building, it's a 12x20 Concrete, that currently sits in the south parking lot, I think it was used for the 911 originally.....one vacant building, its sitting there and Indiana Fiber Networks has contacted the County, they're interested in purchasing that building and establishing a site across the street, we're still working with the Indiana Fiber Networks in establishing the easement, they're going to purchase from the County easement, I have listed that out, I've sent that out for two (2) appraisals, have not received those back yet, but today's business is in regards to a Bill of Sale and Indiana Fiber Networks is here to present to the Commissioners a check for \$15,000.00 in exchange for the Bill of Sale and then they will go ahead, and they are also requesting permission to do some modifications where the building sits, they've got to rehab the building, they've got to put their own equipment in, but it's a two-fold request, 1 is to purchase that building for \$15,000 and received in exchange the Bill of Sale and to go ahead and start working on the Building as it sits out front of the parking lot.

Repay made a motion to approve the property disposal of the 12 x 20 concrete structure for \$15,000.00, Tippy seconded the motion with discussion, Tippy, asked, "where's this building going to end up?" Irak, responded, "it's going to end up next to the sub-station" Tippy, interjected, "on our property?" Irak, continued, "in the parking lot (if you look outside of Commissioner Repay window) toward the Health Department, there's a parking lot and there's currently a semi-trailer in the parking lot and that's kind of where the buildings going to be placed, it's a 50x50 easement they're purchasing from us as well as some easements for underground lines to be run", Repay, commented. Tippy, continued discussion, "so people are going to be working in this building? Or is it going to house equipment?", Thomas Bectal of Indiana Fiber Networks, comes now, before the Board of Commissioners to speak in discussion, stating, "I'm the Director of Plant Facilities for Intelligent Fiber Network its also Indiana Fiber Network dba Intelligent Fiber Network and in regards to the equipment, initially on installation turn up there'll be some people there and then very seldom just for maintenance or routine, it might be a technician there, its' purpose is to service, provide service to potential customers in the Crown Point area and so it's a hub for Intelligent Fiber Network, its all fiber optic network", Tippy, asked, "so then you'll be coming back to us again with the Lease proposal?" Attorney Irak, responded, "correct, it'll be, I've got request out for two appraisals on that requested easement and we're waiting back for the appraisals", Dull spoke, "with this particular sale is in contingent upon that, so they just bought this, if you don't give them that then they gotta move it somewhere else" discussion continued. Motion carried 3-0.

Cont'd.

Order #37 Agenda #9a1 cont'd

BILL OF SALE

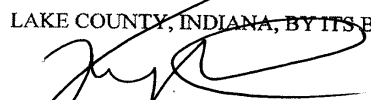
This Indenture Witnesseth, That Lake County, Indiana, by its Board of Commissioners, ("Transferor") of Lake County, State of Indiana, in consideration of Fifteen Thousand Dollars (\$15,000.00), the receipt of which is acknowledged by Transferor, grants, sells, transfers and delivers to Indiana Fiber Network, LLC d/b/a Intelligent Fiber Network ("Transferee") of Marion County, State of Indiana, the following described personal property ("Property"):


ROHN 12' X 20' CONCRETE SERVICE TRAILER

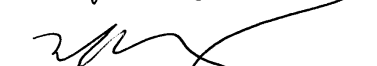
The Property is transferred to and for the benefit of Transferee and Transferee's successors, assigns and personal and legal representatives. Transferor makes the following representations under oath: (1) Transferor is the lawful owner of the Property; (2) the Property is free from all encumbrances and lawful claims for possession of others; (3) Transferor has the legal right to sell the Property; and (4) Transferor will warrant and defend the Property against the lawful claims and demands of all persons.

Dated this 19 day of SEPTEMBER 2018.

LAKE COUNTY, INDIANA, BY ITS BOARD OF COMMISSIONERS:


KYLE W. ALLEN, SR., 1st DISTRICT


JERRY TIPPY, 2nd DISTRICT


MICHAEL C. REPAY, 3rd DISTRICT

This instrument prepared by Attorney. Joseph S. Irak, 9219 Broadway, Merrillville, IN 46410
(219) 769-4552 IN Atty. I.D. #4851-45

Order #38 Agenda #10a

In the Matter of Action on Commissioners' Items: a. COMMISSIONERS: Gary TenPoint Coalition; Gary for Life comprehensive safety initiative. Amount to be determined at meeting.

Repay made a motion, seconded by Tippy, to defer. Motion carried 3-0.

Order #39 Agenda #11a 1-5

In the Matter of Action on County Council Items: a. Lake County Council: Resolutions and Ordinances: 1-5.

Repay made a motion, seconded by Tippy, to approve all Resolutions and Ordinances submitted and adopted by the Lake County Council, listed 1-5. Motion carried 3-0

- 1) 18-47: Resolution in Support of October as Breast Cancer Awareness Month
- 2) 18-48: Resolution to Approve the Approved Comprehensive Plan by the Lake County Plan Commission and Certified to the Lake County Council on August 15, 2018
- 3) 18-49: Resolution Supporting the United Steelworkers of America
- 4) 1424A: Ordinance Amending the Gross Load Limit Ordinances of 1197A, 1393A, 1402A and 1402B
- 5) 1116A-3: Ordinance Amending the Lake County Noise Ordinance No. 1116A (L.C. Code Sec. 93.02)

Order #40 Agenda #12a

In the Matter of State Board of Accounts Items: a. Claims and Dockets.

Repay made a motion, seconded by Tippy, to approve the Claims and dockets, which are on the Accounts Payable Voucher Register, the total amount \$40,207.68. Motion carried 3-0.

Order #41 Agenda #13a1-2a-b

In the Matter of Actions on Bonds/Insurance: a. Action to Accept, Release or Modify Insurance Certificates: 1) Property Insurance; 2) Liability Insurance: a. Certificate of Liability Insurance for Johnson Controls, Inc.; b. Certificate of Liability Insurance for Ziese & Sons Excavating, Inc.

Repay made a motion, seconded by Tippy, to accept and make the documents for liability insurance a matter of public record for Johnson Controls, Inc. and Ziese & Sons Excavating, Inc. Motion carried 3-0.

Order #42 Agenda #14a

In the Matter of Poor Relief Decisions: a. Dated from August 1, 2018 through August 27, 2018: 52 Poor Relief Hearing Decisions.

Repay made a motion, seconded by Tippy, to approve the Poor Relief Decisions from August 1, 2018 through August 27, 2018, submitted by the Poor Relief Hearing Officer. Motion carried 3-0.

Paige Nicholas	Approved
NaQuetta Barron	Approved
Harris C. Sessions	Denied for appellant's failure to appear
Chymainque Graham	Denied
Michelle Dennis	Denied
Jennifer Garner	Denied for appellant's failure to appear
Whitney Castleberry	Denied
Charie Sykes	Denied for appellant's failure to appear
Cladette Betiste	Denied for appellant's failure to appear
Marona Mitchell	Denied for appellant's failure to appear
Sharon Douglas	Denied
Kaylyne Simmons	Approved/partial
Marisol Cruz	Approved/partial
Latricia Wilson	Denied for appellant's failure to appear
Tracey Jacobs	Denied for appellant's failure to appear
Denise Price	Remanded to township for further consideration and review
Clarince Alexander	Approved/partial
Eneke Charles	Approved/partial
Riley Silva	Denied
Naquetta Barron	Denied for appellant's failure to appear
Radajae Davis	Denied
Da'Ineska Ward	Remanded to township for further consideration and review
Nashanta Robinson	Approved
Janell Conkin	Denied for appellant's failure to appear
Latisha R. Dean	Approved
Charles&Valerie Enqe	Approved
Daveda Jones	Denied
Kristen Willis	Denied
Cassandra Brown	Denied for appellant's failure to appear
Tevvon Williams	Denied for appellant's failure to appear
Whitley Hayes	Denied for appellant's failure to appear
John P. Allen Jr.	Approved on condition
Cheryl Over	Approved
Ora Renfro	Approved/partial
Tracey Jacobs	Remanded to township for further consideration and review
Donald Campbell	Approved/partial
Alize Trechette	Denied
Lavell Cooper	Approved on condition
Christopher & Kim Grino	Approved/partial
Esperanza Cordero	Denied
Lenetha O'Quinn	Approved/partial
Tretarrak Tucker	Denied
Lavell Cooper	Remanded to township for further consideration and review
Anthony Gill	Remanded to township for further consideration and review
Monica Dumas	Denied for appellant's failure to appear
Lisa Murray	Denied for appellant's failure to appear
Racquel Santiago	Approved
Brianna Easterling	Approved/partial
Ora Renfro	Denied for appellant's failure to appear
Clifford Danzy	Denied for appellant's failure to appear
Jerry Cummings	Approved/partial
Joe Curtis	Remanded to township for further consideration and review

Order #43 Agenda #15a1-8

In the Matter of Approve Vendor Qualification Affidavits and/or Responsible Bidder Applications: a. Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment: Listed 1-8.

Repay made a motion, seconded by Tippy, to approve the Vendor Qualification Affidavits in Item 15a 1-8. Motion carried 3-0.

- 1) Steel Cities Steel, Inc.
- 2) Eli Grkinich
- 3) LeRoy R. Ford*
- 4) Edda Taylor Photography
- 5) Melissa Sells
- 6) Correlated Products, Inc.
- 7) Auburn Supply Co.
- 8) Greater Gary Amvets Post #6

Order #44 Agenda #16a

In the Matter of Grant Payments to Vendors: a. SHERIFF: Letter dated September 10, 2018 from Sheriff Oscar Martinez requesting reimbursement be made to Gary Police Department from the Justice Assistance Grant (JAG) 2015 in the amount of \$56,562.00 for the purchase of desktop computers, PO 3810151.

Repay made a motion, seconded by Tippy, to approve payment to Gary Police Department from the Justice Assistance Grant (JAG) 2015 in the amount of \$56,562.00 for the purchase of desktop computers, PO #3810151, on behalf of Lake County Sheriff. Motion carried 3-0.

Order #44 Agenda #16b

In the Matter of Grant Payments to Vendors: a. SHERIFF: Letter dated September 10, 2018 from Sheriff Oscar Martinez requesting reimbursement be made to Hammond Police Department from the Justice Assistance Grant (JAG) 2015 in the amount of \$9,769.32 for the purchase of ammunition, PO 3810154.

Repay made a motion, seconded by Tippy, to approve payment to Hammond Police Department from the Justice Assistance Grant (JAG) 2015 in the amount of \$9,769.32 for the purchase of ammunition, PO #3810154, on behalf of Lake County Sheriff. Motion carried 3-0.

Order #45 Agenda #18

In the Matter of Appointments

Comes now, Commissioner Allen, to speak on the matter of appointments, stating, "Originally we appointed Mr. Ron McColly to serve as the County appointment to the Gary Chicago Regional Airport, Mr. McColly has since tenured his resignation and I have given to the Commissioners for their review another appointee to service as our representative and I am asking the Commissioners for their support and so that we'll have representation at the next meeting which will be some time in October".

Repay made a motion, seconded by Tippy, to appoint Mr. Phillip J. Mullins of Gary, Indiana to be our appointee to the Gary Chicago Regional Airport Authority Board. Motion carried 3-0.

Order #46 Agenda #22

In the Matter of Comments

Commissioner Allen, finalized condolences to the family of Judge Paras who passed away, whom served as the Circuit Court Judge and as the Merrillville Town Court Judge for many years.

Further commentary to Mrs. Darien Hayes, Secretary to Commissioner Allen, wishes for a Happy Birthday.

No public comment.

The next Board of Commissioners Regular Meeting will be held on Wednesday, October 3, 2018 at 10:00 A.M.

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

The following officials were Present:
Attorney Dull

KYLE ALLEN Sr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR