

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 13<sup>th</sup> day of January, 2006 at about 3:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 13<sup>th</sup> day of January, 2006 at about 3:15p.m.

Order#1 – Agenda # 5

In the Matter of Board of Commissioners Resolution Honoring the Lowell High School Football Team.

Clay made a motion, seconded by DuPey, to approve the Board of Commissioners Resolution Honoring the Lowell High School Football Team. Motion passed 3-0.

RESOLUTION  
HONORING THE 2005 LOWELL HIGH SCHOOL  
FOOTBALL TEAM STATE CHAMPIONS

Whereas, we congratulate Lowell High School, Coach Kirk Kennedy and Staff for a job well done throughout the 2005 Football Season, and;

Whereas, the Lowell Red Devils High School Football Team won the Class 4A Regionals, and the Semi-State Tournament, and;

Whereas, the Lowell Red Devils High School Football Team then went on to Indianapolis, Indiana to the RCA Dome and on November 26, 2005 won the Class 4A Annual Football State Title by defeating Roncalli by a score of 28 to 27 taking Lowell to it's first ever Class 4A Championship.

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honors and sincerely congratulates the 2005 Lowell Red Devils High School Football Team for their great achievement in winning the Class 4A Annual Football Sectional, Regional, Semi-State and State Championship, and we convey our sincere best wishes for their future victories.

Approved this 18<sup>th</sup> day of January, 2006

BOARD OF COMMISSIONERS

Gerry J. Scheub  
Rudolph Clay  
Frances DuPey

Order#2 – Agenda #6

In the Matter of Reorganization of the Board.

DuPey nominated Clay for President. Nomination closed, no other nominations. Commissioner Clay is President of the Board of Commissioners for the Year 2006. Scheub nominated DuPey for Vice President. Nomination closed, no other nominations. Commissioner DuPey is the Vice President of the Board of Commissioner for the Year 2006. Motion passed 3-0.

Order#3 – Agenda #7A

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

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

Order#4 – Agenda #7C

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

DuPey made a motion, seconded by Scheub, to approve the Additions – Item #14K – L.C. Bridge #259, 45<sup>th</sup> Avenue over Hart Ditch. The estimated cost for Rehabilitation is \$130,000.00; Item 105E – Film location agreement between A & E Television Networks and the Board of Commissioners of the County of Lake; Item #105F – Cracked Heat Exchanger at the Hammond Courthouse \$3,750.00; Item #105G – Consulting Contract between Michael Bosch and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2006 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month; Item# 105H Consulting Contract between David Gilyan and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff's Merit Board for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month; Item #105 I - Consulting Contract between Randy A. Godshalk and the Board of Commissioners of the County of Lake on behalf of the Lake County Community Corrections for the year 2006 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month; Item #105 J - Consulting Contract between Clorius L. Lay and the Board of Commissioners of the County of Lake (See Contract for Terms) for the year 2006 in an amount not to exceed \$35,983.94 at the rate of \$2,998.67 per month; Item #105K - Consulting Contract between Ron Ostojic and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff's Corrections Board for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month; Item #105L - Consulting Contract between George Patrick and the Board of Commissioners of the County of Lake (See Contract for Terms) for the year 2006 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour. Motion passed 3-0.

Order#5 – Agenda #7D

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

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

## Order#6 – Agenda #7E

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

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

## Order#7 – Agenda #8

In the Matter of Commissioners Resolution No. 06-01 – Resolution establishing regular meeting dates for the year 2006.

Scheub made a motion, seconded by DuPey, to approve the Commissioners Resolution No. 06-01 – Resolution establishing regular meeting dates for the year 2006. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE RESOLUTION NO. 06-01  
RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE YEAR 2006

IN ACCORDANCE WITH I.C. 36-2-2-6 THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR MEETING DATES OF THE BOARD OF COMMISSIONERS WHICH MEETINGS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC MEETING DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE CALENDAR YEAR 2006 ARE AS FOLLOWS:

WEDNESDAY, JANUARY 18, 2006	WEDNESDAY, JULY 19, 2006
WEDNESDAY, FEBRUARY 15, 2006	WEDNESDAY, AUGUST 16, 2006
WEDNESDAY, MARCH 15, 2006	WEDNESDAY, SEPTEMBER 20, 2006
WEDNESDAY, APRIL 19, 2006	WEDNESDAY, OCTOBER 18, 2006
WEDNESDAY, MAY 17, 2006	WEDNESDAY, NOVEMBER 15, 2006
WEDNESDAY, JUNE 21, 2006	WEDNESDAY, DECEMBER 20, 2006

IN ACCORDANCE WITH I.C. 5-14-1.5-5 THE NOTICE OF THESE REGULAR MEETINGS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE REGULAR MEETING IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.

THIS RESOLUTION IS ENACTED THIS 18<sup>TH</sup> DAY OF JANUARY, 2006.

## BOARD OF COMMISSIONERS

Gerry J. Scheub  
Rudolph Clay  
Frances DuPey

ATTEST:  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

## Order#8 – Agenda #9

In the Matter of Proposals for Uniform Services for Union Employees for the year 2006 for Highway Department.

This being the day, time and place for the receiving of proposals for Uniform Services for Union Employees for the year 2006 for the Highway Department, the following proposals were received:

Cintas Corporation	Various Bids
Aramark Uniforms Services	Various Bids

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

## Order#9 – Agenda #10

In the Matter of Proposals for Waste Removal for the Crown Point and Lowell Garages of the Lake County Highway Department for the year 2006 for Highway Department.

This being the day, time and place for the receiving of proposals for Waste Removal for the Crown Point and Lowell Garages of the Lake County Highway Department for the year 2006 for the Highway Department, the following proposals were received:

Allied Waste Services	Various Bids
Waste Management	Various Bids

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

## Order#10 – Agenda #11

In the Matter of Contract for Highway Department – Qualifications for the selection of a Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection.

## Order#10 – Agenda #11 (Cont'd)

The Board having previously taken the above bids under advisement, does hereby award the contract to American Consulting, Inc. 7260 Shadeland Station, Indianapolis, IN 46256 for Qualifications for the selection of a Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Qualifications for the selection of a Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

AMERICAN CONSULTING, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for QUALIFICATIONS FOR THE SELECTION OF A CONSULTING ENGINEERING FIRM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE BIANNUAL BRIDGE INSPECTION FOR THE LAKE CO. HIGHWAY DEPT. and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: January 18, 2006

FRANCES DUPEY  
RUDOLPH CLAY  
GERRY SCHEUB

AMERICAN CONSULTING, INC.

## Order#11 – Agenda #12

In the Matter of Contract for Highway Department – Qualifications for the selection of a Consulting Engineering Firm to perform Construction Engineering Services for the Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River.

The Board having previously taken the above bids under advisement, does hereby award the contract to Robinson Engineering, 253 W. 80<sup>th</sup> Pl., Merrillville, IN 46410 for Qualifications for the selection of a Consulting Engineering Firm to perform Construction Engineering Services for the Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River upon a motion by DuPey, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Qualifications for the selection of a Consulting Engineering Firm to perform Construction Engineering Services for the Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

ROBINSON ENGINEERING W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for QUALIFICATIONS FOR THE SELECTION OF A CONSULTING ENGINEERING FIRM TO PERFORM CONSTRUCTION ENGINEERING SERVICES FOR THE REHABILITATION OF LAKE COUNTY BRIDGE #247, CLARK ROAD OVER THE LITTLE CALUMET RIVER FOR THE LAKE CO. HIGHWAY DEPT. and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: January 18, 2006

FRANCES DUPEY  
RUDOLPH CLAY  
GERRY SCHEUB

ROBINSON ENGINEERING

## Order#12 – Agenda #13A

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #255, 68<sup>th</sup> Place over a Branch of Turkey Creek. The estimated cost for replacement is \$595,500.00.

DuPey made a motion, seconded by Scheub, to approve Bernard, Lochmueller & Assoc. for the selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #255, 68<sup>th</sup> Place over a Branch of Turkey Creek. The estimated cost for replacement is \$595,500.00. Motion passed 3-0.

## Order#13 – Agenda #13B

In the Matter of L.C. Highway - Request for selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #306, Broad Street over Turkey Creek. The estimated cost for replacement is \$530,000.00.

DuPey made a motion, seconded by Scheub, to approve Beam, Longest, & Neff, LLC for the selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #306, Broad Street over Turkey Creek. The estimated cost for replacement is \$530,000.00. Motion passed 3-0.

## Order#14 – Agenda #13C

In the Matter of L.C. Highway - Request for selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #95, Reeder Road over Cedar Creek. The estimated cost for replacement is \$450,000.00.

## Order#14 – Agenda #13C (Cont'd)

DuPey made a motion, seconded by Scheub, to approve R.W. Armstrong Engineering for the selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #95, Reeder Road over Cedar Creek. The estimated cost for replacement is \$450,000.00. Motion passed 3-0.

## Order#15 – Agenda #13D

In the Matter of L.C. Highway - Request for selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #64, 101<sup>st</sup> Avenue over Bull Run Ditch. The estimated cost for replacement is \$400,000.00.

DuPey made a motion, seconded by Scheub, to approve H.O.H, Design & Consulting Engineers for the selection of a Consulting Engineer to provide Design Engineering Services for the replacement of Lake County Bridge #64, 101<sup>st</sup> Avenue over Bull Run Ditch. The estimated cost for replacement is \$400,000.00. Motion passed 3-0.

## Order#16 – Agenda #14A-D

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #254, Wisconsin Street over Lake George. The estimated cost for rehabilitation is \$100,000.00.); (L.C. Bridge #226, Grant Boulevard over Deep River. The estimated cost for rehabilitation is \$105,000.00.); (Lake County Bridge #252, Old Ridge Road over Deep River. The estimated cost for rehabilitation is \$150,000.00.); L.C. Bridge #98, Clay Street over Deep River. The estimated cost for rehabilitation is \$130,000.00).

DuPey made a motion, seconded by Scheub, to approve DLZ Engineers, Inc. for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #254, Wisconsin Street over Lake George. The estimated cost for rehabilitation is \$100,000.00.); (L.C. Bridge #226, Grant Boulevard over Deep River. The estimated cost for rehabilitation is \$105,000.00.); (Lake County Bridge #252, Old Ridge Road over Deep River. The estimated cost for rehabilitation is \$150,000.00.); L.C. Bridge #98, Clay Street over Deep River. The estimated cost for rehabilitation is \$130,000.00). Motion passed 3-0.

## Order#17 – Agenda #14E-H

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #243, North Lake Street over Grand Calumet. The estimated cost for rehabilitation is \$200,000.00); (Lake County Bridge #65, 125<sup>th</sup> Avenue over West Creek. The estimated cost for rehabilitation is \$125,000.00); (L.C. Bridge #260, Main Street over Hart Ditch. The estimated cost for rehabilitation is \$90,000.00); (L.C. Bridge #42, Old Lincoln Highway over Deep River. The estimated cost for rehabilitation is \$60,000.00).

DuPey made a motion, seconded by Scheub, to approve Floyd E. Burroughs & Associates for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #243, North Lake Street over Grand Calumet. The estimated cost for rehabilitation is \$200,000.00); (Lake County Bridge #65, 125<sup>th</sup> Avenue over West Creek. The estimated cost for rehabilitation is \$125,000.00); (L.C. Bridge #260, Main Street over Hart Ditch. The estimated cost for rehabilitation is \$90,000.00); (L.C. Bridge #42, Old Lincoln Highway over Deep River. The estimated cost for rehabilitation is \$60,000.00). Motion passed 3-0.

## Order#18 – Agenda #14I,J,K,K#1,L

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #49, Parrish Avenue over Branch of Cedar Creek. The estimated cost for rehabilitation is \$30,000.00); (L.C. Bridge #196, Ridge Road over Kennedy Avenue. The estimated cost for rehabilitation is \$130,000.00); (L.C. Bridge #278, Parrish Avenue over Brown Ditch. The estimated cost for rehabilitation is \$150,000.00); (L.C. Bridge #259, 45<sup>th</sup> Avenue over Hart Ditch. The estimated cost for rehabilitation is \$130,000.00); (L.C. Bridge #47, Belshaw Road over Bruce Ditch. The estimated cost for rehabilitation is \$50,000.00).

DuPey made a motion, seconded by Scheub, to approve RQAW Engineering for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #49, Parrish Avenue over Branch of Cedar Creek. The estimated cost for rehabilitation is \$30,000.00); (L.C. Bridge #196, Ridge Road over Kennedy Avenue. The estimated cost for rehabilitation is \$130,000.00); (L.C. Bridge #278, Parrish Avenue over Brown Ditch. The estimated cost for rehabilitation is \$150,000.00); (L.C. Bridge #259, 45<sup>th</sup> Avenue over Hart Ditch. The estimated cost for rehabilitation is \$130,000.00); (L.C. Bridge #47, Belshaw Road over Bruce Ditch. The estimated cost for rehabilitation is \$50,000.00). Motion passed 3-0.

## Order#19 – Agenda #14M-O

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #217, Calhoun Street over Little Calumet River. The estimated cost for rehabilitation is \$355,000.00); (L.C. Bridge #294, Broad Street over Cady Marsh Ditch. The estimated cost for rehabilitation is \$75,000.00); (L.C. Bridge #6, Range Line Road over Stony Run Ditch. The estimated cost for rehabilitation is \$45,000.00).

DuPey made a motion, seconded by Scheub, to approve Farrar, Garvy & Associates for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #217, Calhoun Street over Little Calumet River. The estimated cost for rehabilitation is \$355,000.00); (L.C. Bridge #294, Broad Street over Cady Marsh Ditch. The estimated cost for rehabilitation is \$75,000.00); (L.C. Bridge #6, Range Line Road over Stony Run Ditch. The estimated cost for rehabilitation is \$45,000.00). Motion passed 3-0.

## Order#20 – Agenda #14P-R

In the Matter of L.C. Highway – Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #102, Parrish Avenue over Deep River. The estimated cost for rehabilitation is \$145,000.00); (L.C. Bridge #84, 121<sup>st</sup> Avenue over Niles Ditch. The estimated cost for rehabilitation is \$75,000.00); (L.C. Bridge #241, Kennedy Avenue over Grand Calumet River. The estimated cost for rehabilitation is \$280,000.00).

## Order#20 - Agenda #14P-R (Cont'd)

DuPey made a motion, seconded by Scheub, to approve MS Consulting Engineering for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of (L.C. Bridge #102, Parrish Avenue over Deep River. The estimated cost for rehabilitation is \$145,000.00); (L.C. Bridge #84, 121<sup>st</sup> Avenue over Niles Ditch. The estimated cost for rehabilitation is \$75,000.00); (L.C. Bridge #241, Kennedy Avenue over Grand Calumet River. The estimated cost for rehabilitation is \$280,000.00). Motion passed 3-0.

## Order#21 – Agenda #14S

In the Matter of L.C. Highway - Request for selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of L.C. Bridge #364, Poplar Lane over Hart Ditch. The estimated cost for rehabilitation is \$570,000.00.

DuPey made a motion, seconded by Scheub, to approve United Consulting Engineers for the selection of a Consulting Engineer to provide Design Engineering Services for the rehabilitation of L.C. Bridge #364, Poplar Lane over Hart Ditch. The estimated cost for rehabilitation is \$570,000.00. Motion passed 3-0.

## Order#22 – Agenda #15

In the Matter of L.C. Highway Dept. – Intersection Improvement of 109<sup>th</sup> Randolph Street Right of Acquisition, Revised Appraisal.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway Department's Intersection Improvement of 109<sup>th</sup> Randolph Street Right of Acquisition, Revised Appraisal. Motion passed 3-0.

## Order#23 – Agenda #16

In the Matter of L.C. Highway – SBC Utility Agreement – East 173<sup>rd</sup> Avenue and Mississippi – Buried Telephone Facilities.

DuPey made a motion, seconded by Scheub, to approve the SBC Utility Agreement between the L.C. Highway and SBC for East 173<sup>rd</sup> Avenue and Mississippi – Buried Telephone Facilities. Motion passed 3-0.

## COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and  
*SBC - Indiana*  
hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of Buried  
Telephone Facilities (see attached drawing) UT 5749423  
located at East 173rd Ave. and Mississippi  
is hereby granted permission to be located within the highway right-of-way in accordance with  
the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to  
the present utility facilities and within two feet of the right-of-way line as indicated on the plans  
for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and  
conform with the following terms and conditions:

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

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

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

*Robert A. Finney*  
 Applicant of Authorized Representative  
 Date of Signature 12/20/05

BOARD OF COMMISSIONERS OF  
 LAKE COUNTY, INDIANA

Recommended for Approval by:  
*[Signature]*  
 Lake County Highway Department  
*[Signature]* 12-29-05  
 Lake County Highway Department

Member  
*Francis D. Peay* 01/18/06  
 Member  
*[Signature]*  
 Member

ATTEST: *Peggy DeLuca Kettner*  
 Lake County Auditor

## Order#24 – Agenda #17

In the Matter of Northern Indiana Public Service Co. Permit.

Comes now, Mark L. Pasyk, Utility Affairs Manager of NIPSCO, and files with the Board an application for a permit to:  
53635-3 to provide electrical service to a residential home and barn located at 16595 Broadway, Lowell.

The Board having previously duly examined and approved said permit, now accepts same. DuPey made a motion, seconded by Scheub, to approve above permits as submitted. Motion passed 3-0.

## Order#25 – Agenda #18

In the Matter of L.C. Highway – Request for permission to dispose of property.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's request for permission to dispose of property. Motion passed 3-0.

## Order#26 – Agenda #19A-I

In the Matter of L.C. Highway – Certificates of Liability Insurance for Hessville Plumbing, Inc., Beam Longest & Neff, LLC, Gatlin Plumbing & Heating, Inc., Modular Transportation Co., North American Salt Company, CenturyTel, Inc., T.J. Lambrecht Construction Co., Sheehan Pipe Line Construction Co., CET Company, Inc.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for Hessville Plumbing, Inc., Beam Longest & Neff, LLC, Gatlin Plumbing & Heating, Inc., Modular Transportation Co., North American Salt Company, CenturyTel, Inc., T.J. Lambrecht Construction Co., Sheehan Pipe Line Construction Co., CET Company, Inc. Motion passed 3-0.

## Order#27 – Agenda #20

In the Matter of L.C. Highway – Service Agreement with American Messaging, Inc. for the year 2006 in an amount not to exceed \$6,163.20.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Highway and American Messaging, Inc. for the year 2006 in an amount not to exceed \$6,163.20. Motion passed 3-0.

## Order#28 – Agenda #21 &amp; 22

In the Matter of Proposals for Bread and Dairy Products 1<sup>st</sup> Quarter Year 2006 for L.C. Sheriff.

This being the day, time and place for the receiving of proposals for Bread and Dairy Products 1<sup>st</sup> Quarter Year 2006 for the L.C. Sheriff, the following proposals were received:

## DAIRY

Pleasant View Dairy	\$30,444.10
Clover Crest Dairy	\$35,725.30
U.S. Food	\$25,452.90

## BREAD

Interstate Brands Corp.	\$Various Bids
Alpha Baking Co., Inc.	\$90,227.86

DuPey made a motion, seconded by Scheub, to take the above proposals under advisement and refer to the L.C. Sheriff for tabulation and recommendation. Motion passed 3-0.

## Order#29 – Agenda #23

In the Matter of L.C. Sheriff – Public Hearing on a proposed Lease with Griffith Aviation, Inc. for the year 2006 in the amount of \$1,500.00 per month.

Commissioner Clay opened the Public Hearing and asked if anyone from the public wanted to speak. No one spoke. The Public Hearing was then closed. DuPey made a motion, seconded by Scheub, to approve the Public Hearing and the proposed Lease between the L.C. Sheriff and Griffith Aviation, Inc. for the year 2006 in the amount of \$1,500.00 per month. Motion passed 3-0.



OFFICE AND HANGAR LEASE

Agreement made this 18 day of January, 20 06,  
between Griffith Aviation, Inc., hereinafter called Lessor, and the  
Board of Commissioners of the County of Lake, hereinafter called Lessee;  
Witnesseth:

The Lessor, for and in consideration of the rents and covenants hereinafter mentioned on the part of the Lessee to be paid and performed has let and leased and by these presents does here let and lease to the Lessee certain undefined hangar space in the Lessor's Hangar (the "Premises") located at the Griffith Airport, Griffith, Indiana, to be used and occupied by the Lessee in connection with or incidental to the storage of the following aircraft: Helicopters, tools and equipment or any other aircraft owned and operated by the Lessee for which the Lessee has obtained the written consent of the Lessor to store in said Premises.

1. **Term:** The term of this Lease shall be from the 1st day of January, 2006 through the 31st day of December, 2006, unless terminated sooner by the Lessee, in which case a minimum thirty (30) day termination notice must be given.
2. **Rent:** The Lessee shall pay to the Lessor as rent for said Premises, the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month for each month of occupancy.
3. **Compliance with Rules and Regulations:** The Lessee shall abide by all rules and regulations of the Federal Aviation Agency, the State of Indiana, the Town of Griffith, the Airport Authority and of any other duly constituted public authority having jurisdiction.
4. **Conditions of Premises:** The Lessee shall accept the Premises in its present condition on an as is basis, without any liability or obligation on the part of the lessor to make any alterations, improvements or repairs of any kind on or about said Premises. In addition, the Lessor hereby disclaims, and Lessee accepts such disclaimer, of any warranty, either express or implied, of the condition or fitness for use of the tiedown rings, ropes or chains used to secure the subject aircraft, and the Lessee assumes full responsibility to furnish any equipment necessary to secure the subject aircraft properly.
5. **Alterations and Repairs:** The Lessee covenants and agrees not to install any fixtures or make any alterations, additions, or improvements in the Premises except with the written approval of the Lessor. The Lessee covenants and agrees to repair at its own expense, any damages it causes to the Premises as a result of its operations.

6. **Utilities and Maintenance:** The Lessor agrees to provide light, water, electricity and normal building maintenance without additional cost to the Lessee. The Lessee agrees to keep the Premises clean and free of debris at all times.
7. **Assignment and Subletting:** The Lessee shall not assign, sublet or furnish to any person said Premises or any part thereof for any purpose without the written consent of the Lessor.
8. **Casualty and other Losses:** The Lessee covenants and agrees that he will not hold the Lessor or any of its agents or employees responsible for any loss as a result of fire, theft, rain, windstorm, hail or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to the subject aircraft or other property of the Lessee that may be located or stored on the Premises; and the Lessee agrees that the subject aircraft and any other property are to be stored on the Premises at the Lessee's risk. In addition, the Lessor shall not be liable for any damages arising from personal injuries sustained by the Lessee, its employees, agents or invitees on or about the premises of the lessor for any cause whatsoever. The Lessor assumes no liability for any such damage or injury which may occur and the Lessor and employees or agents from any and all claims, demands, damages, rights of action, present or future, which occur during the Lessee's use or intended use of said Premises or any part thereof.
9. **Indemnification and Insurance:** The Lessee agrees to indemnify, defend and save the Lessor, its agents or employees, harmless from and against any and all claims, demands, liability and expense arising directly or indirectly out of acts or omissions of the Lessee, its agents, employees or invitees which result from the use or intended use of said Premises or any part thereof by such persons. Lessee agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the subject aircraft or other property and against liability for personal injury or death arising from acts or omissions of lessee, its agents and employees. Such policy shall contain a provision whereby Lessee's insure any rights of subrogation against Lessor, its agents or employees and providing Lessor with at least ten (10) days prior written notice of any cancellation.
10. **Access to subject Aircraft:** It is understood that only the below listed agents or representatives of Lessee shall be individually authorized to have access to rely on their authority until written notice of any changes from Lessee.

- 11. **Termination:** It is agreed between the Lessor and the Lessee that this lease is made upon the condition that if the Lessee fails to keep, observe or perform any of the covenants and agreements hereto; or, upon the termination of the prime lease between the Lessor and the owner of the Premises so as to prevent its use for storage, purpose; or, upon the insolvency or bankruptcy of the Lessee; or upon the abandonment of the Premises by the Lessee, the Lessor may immediately or at any time thereafter, without further notice or demand, enter and take possession of said premises without working a forfeiture of this lease and may, at its option, terminate the lease.
- 12. **Successors Bound:** The covenants and agreements contained herein shall insure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors or assigns.
- 13. **Information Availability.**
  - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the 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.
- 14. **Notices:** Any notices required by this lease shall be in writing and shall be deemed to have been given when personally delivered, or when deposited in the U.S. Mail, postage prepaid, if sent by certified mail and addressed as follows:

IF TO LESSOR: GRIFFITH AVIATION, INC.  
 1705 EAST MAIN STREET  
 GRIFFITH, IN 46319

IF TO LESSEE: THE BOARD OF COMMISSIONERS  
 OF THE COUNTY OF LAKE  
 LAKE COUNTY GOVERNMENT CENTER  
 2293 NORTH MAIN STREET  
 CROWN POINT, IN 46307

or to such addresses as may be designed in the aforesaid manner.

BOARD OF COMMISSIONERS  
 OF THE COUNTY OF LAKE

\_\_\_\_\_  
 RUDOLPH CLAY

*Gerry J. Scheub*  
 \_\_\_\_\_  
 GERRY J. SCHEUB

*Frances DuPEY*  
 \_\_\_\_\_  
 FRANCES DUPEY

ATTESTED:

*Peggy Daley Kiser*  
 \_\_\_\_\_  
 LAKE COUNTY AUDITOR

*Paul Goldsmith*  
 \_\_\_\_\_  
 PAUL GOLDSMITH, PRESIDENT  
 GRIFFITH AVIATION, INC.

## Order#30 – Agenda #24

In the Matter of L.C. Sheriff – Request for permission to trade in six 2004 Harley-Davidson Motorcycles for six new 2006 Harley-Davidson Motorcycles. The cost to the L.C. Sheriff's Department is \$795.00 to upgrade each new motorcycle with anti-lock brakes for a total of \$4,770.00.

Scheub made a motion, seconded by DuPey, to approve the L.C. Sheriff's request for permission to trade in six 2004 Harley-Davidson Motorcycles for six new 2006 Harley-Davidson Motorcycles. The cost to the L.C. Sheriff's Department is \$795.00 to upgrade each new motorcycle with anti-lock brakes for a total of \$4,770.00. Motion passed 3-0.

## Order#31 – Agenda #25

In the Matter of L.C. Sheriff – Request for permission to purchase additional fitness equipment for the gym in the amount of approximately \$35,000.00.

Scheub made a motion, seconded by DuPey, to approve the L.C. Sheriff's request for permission to purchase additional fitness equipment for the gym in the amount of approximately \$35,000.00. Motion passed 3-0.

## Order#32 – Agenda #26

In the Matter of L.C. Sheriff – Pest Control Service Agreement with Ace Exterminating Co., Inc. for the L.C. Jail in an amount not to exceed \$5,400.00 at the rate of \$450.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Pest Control Service Agreement between the L.C. Sheriff and Ace Exterminating Co., Inc. for the L.C. Jail in an amount not to exceed \$5,400.00 at the rate of \$450.00 per month. Motion passed 3-0.

## Order#33 – Agenda #27

In the Matter of L.C. Sheriff – Pest Control Service Agreement with Ace Exterminating Co., Inc. for the L.C. Sheriff's Work Release in an amount not to exceed \$1,920.00 at the rate of \$160.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Pest Control Service Agreement between the L.C. Sheriff and Ace Exterminating Co., Inc. for the L.C. Sheriff's Work Release in an amount not to exceed \$1,920.00 at the rate of \$160.00 per month. Motion passed 3-0.

## Order#34 – Agenda#28

In the Matter of L.C. Sheriff – Communications Equipment Service Agreement with Tri-Electronics in an amount not to exceed \$21,468.00 at the rate of \$1,789.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Communications Equipment Service Agreement between the L.C. Sheriff and Tri-Electronics in an amount not to exceed \$21,468.00 at the rate of \$1,789.00 per month. Motion passed 3-0.

## Order#35 – Agenda #92

In the Matter of Revised County Vehicle Policy.

DuPey made a motion, seconded by Clay, to approve the Revised County Vehicle Policy and for John Dull to send out Recommendation Letters to everyone who has a vehicle, so they will know exactly what the policy is now, concerning that family members are not allowed to ride along in these vehicles. Motion passed 3-0.

**REVISED**  
1-10-06 11:20 am

COUNTY VEHICLE POLICY  
IMPLEMENTING REGULATIONS

- A. EFFECTIVE DATE: The effective date of the implementing regulations is January 1, 2006.
- B. IMPLEMENTING REGULATIONS: These implementing regulations are adopted to clarify and initiate the policy enacted by the Board of Commissioners at its October 12, 2005 meeting.
- C. COVERAGE: The regulations and policy apply to all county owned or leased vehicles except those excluded in paragraph D below.


OFFICE	NUMBER OF VEHICLES EFFECTED	
1. Emergency Management	1 vehicle	Chief Deputy
2. Surveyor	5 vehicles	5 employees
3. Engineering Department	1 vehicle	Building Manager
4. Community Development	2 vehicles	Director & Assistant Director
5. Coroner	1 vehicles	Chief Deputy
6. HIDTA	7 vehicles	All civilian employees
7. Sheriff	<i>20</i> <del>18</del> <i>17</i> vehicles	All civilian employees, Warden, Assistant Warden
 Total	 34 vehicles	

- D. EXCLUSION: The policy specifically does not apply to: 1. Highway Department; 2. Uniformed County Police; 3. Special Assigned Officers such as plain clothes personnel, 4. HIDTA, Law Enforcement Personnel; 5. County Parks Department (under control of Park Board); 6. Lake County Solid Waste District (Under control of Solid Waste Board); 7. Any non civilian law enforcement officer; 8. Elected Coroner; 9. Elected Sheriff; 10. Elected Prosecutor; 11. Elected Surveyor.
- E. IMPLEMENTING POLICY:
  - 1. Vehicles currently within a specific office or department will remain within that office or department.
  - 2. No vehicles within a specific office or department will be used by personnel outside of that specific office or department.
  - 3. Vehicles within a specific office or department will therefore be restricted for use by people who are assigned by that specific office or department.
  - 4. All civilian vehicles will be used by personnel from the respective office or department only during working hours and will remain at their home base locations and not driven home by any department personnel.
  - 5. The home base location for a civilian vehicle is the place where that office holder or department head has its principle office.
  - 6. The office holder or department head will determine who has the authority to operate and use the assigned civilian vehicles during normal working hours.
  - 7. All take home vehicles shall be restricted to county business only i.e. no personal use, such as, shopping etc. No family members or non employees to be in vehicles at any time.

8. The office holder or department head will develop a written form to verify who utilizes the vehicle covered by this policy, the dates that the vehicles are utilized by designated persons, and the times that the vehicles were utilized.
9. The document developed by the office holder or department head is a public document and will be available for review under the open records act.
10. The document on vehicle usage will be submitted to the State Board of Accounts for review during that agency's annual audit.

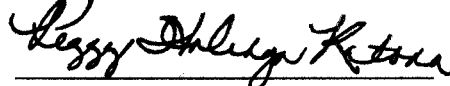
APPROVED BY:

  
 Commissioner Scheub

  
 Commissioner DuPey

\_\_\_\_\_  
 Commissioner Clay

Attest:

  
 L.C. Auditor, Peggy Katona

Order#36 – Agenda #30

In the Matter of Contract for L.C. Juvenile Center – Janitorial, Maintenance, Paper, Laundry Supplies and Health & Grooming for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to ABLE PAPER & JANITORIAL SUPPLIES, 85 East 73<sup>rd</sup> Ave., Merrillville, IN 46410 for Janitorial Supply and Paper Supply; Gurtler Industries, Inc., 15475 S. LaSalle Street, South Holland, IL 60473 for Laundry Supply; Cal Region Supply, Inc., 475 E. 151<sup>st</sup> Street, East Chicago, IN 46312 for Health & Grooming upon a motion by Scheub, seconded by DuPey, with the recommendation of the L.C. Juvenile Center. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Janitorial, Paper, Laundry Supplies and Health & Grooming for the year 2006 for the L.C. Juvenile Center, 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:

ABLE PAPER & JANITORIAL SUPPLIES; GURTLER INDUSTRIES, INC.; CAL-REGION SUPPLY, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for JANITORIAL, PAPER, LAUNDRY SUPPLIES AND HEALTH & GROOMING FOR THE L.C. JUVENILE CENTER FOR \$8,518.00; \$8,054.00; \$6,337.50; \$2,168.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: JANUARY 18, 2006

GERRY SCHEUB  
 FRANCES DuPEY  
 RUDOLPH CLAY

ABLE PAPER & JANITORIAL SUPPLIES; GURTLER INDUSTRIES,  
 INC.; CAL-REGION SUPPLY, INC.

Letter of Recommendation:

January 18, 2006

Lake County Board of Commissioners  
 2293 N. Main St.  
 Crown Point, IN 46307

Dear Lake County Board of Commissioners:

We have tabulated and reviewed the bids for Janitorial & Maintenance, Paper, Laundry and Health/Grooming supplies for 2006. We would like to recommend that the Board of Commissioners of the County of Lake award the bids to the following vendors based on the tabulation findings for each class:

Able Paper & Janitorial Supplies  
 85 East 73<sup>rd</sup> Ave.  
 Merrillville, IN 46410

We recommend the only complete bid for Janitorial Supply at \$8,518.00,  
 and the lowest bid for Paper Supply of \$8,054.00

## Order#36 – Agenda #30 (Cont'd)

Gurtler Industries, Inc.  
15475 S. LaSalle Street  
South Holland, IL 60473

We recommend Gurtler Industries as the only bid for Laundry Supply at \$6,337.50

Cal-Region Supply, Inc.  
475 E. 151<sup>st</sup> Street  
East Chicago, IN 46312

We recommend the only bid for Health and Grooming at \$2,168.00

Thank you in advance for your consideration. If you have any questions, please call me at 769-4664.

Sincerely,  
Dan Arendas, Assistant Director of Detention Services  
Lake County Juvenile Justice Complex

## Order#37 – Agenda #29

In the Matter of L.C. Surveyor – Lease/Purchase Agreement with MBC Office Products, Inc. for four (4) chairs in an amount not to exceed \$793.80 to be paid in two equal payments of \$396.90.

Scheub made a motion, seconded by Clay, to approve the Lease/Purchase Agreement between the L.C. Surveyor and MBC Office Products, Inc. for four (4) chairs in an amount not to exceed \$793.80 to be paid in two equal payments of \$396.90. Motion passed 2-1, Commissioner DuPey against.

## Order#38 – Agenda #31

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

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

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DEBRA LYNCH DUBOVICH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

## CONTRACT ATTORNEY

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

## COURT APPEALS FOR THE LAKE COUNTY JUVENILE COURT

- 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. Quantity 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 Two Thousand Five Hundred Dollars (\$2,500.00) per appeal for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  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.

## Order#38 – Agenda #31 (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 even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement 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 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 or 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, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **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.



## Order#38 – Agenda #31 (Cont'd)

18. **Information Availability.**

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

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

DEBRA LYNCH DUBOVICH  
2850 45<sup>TH</sup> STREET  
HIGHLAND, IN 46322  
(219) 922-1200

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

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

CONSULTANT:  
DEBRA LYNCH DUBOVICH  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#39 – Agenda #32

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

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

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JAMES KRAJEWSKI, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in 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.

**COURT APPEALS FOR THE LAKE COUNTY JUVENILE COURT**

- 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. Quantity 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 Two Thousand Five Hundred Dollars (\$2,500.00) per appeal for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Juvenile Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.

## Order#39 – Agenda #32 (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 even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B.
  - C. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - D. 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.
  - E. 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.
  - F. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - G. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Consultant.
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 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 or 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, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **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.

## Order#39 – Agenda #32 (Cont'd)

- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

19. **Information Availability.**

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

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

JAMES KRAJEWSKI  
1900 AZALEA DRIVE  
MUNSTER, IN 46321  
(219) 923-6189

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

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

CONSULTANT:  
JAMES KRAJEWSKI  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#40 – Agenda #33

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

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

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Law Offices of Don Levinson, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

## CONTRACT ATTORNEY

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

## COURT APPEALS FOR THE LAKE COUNTY JUVENILE COURT

- 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. Quantity 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 Two Thousand Five Hundred Dollars (\$2,500.00) per appeal for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Juvenile's Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

## Order#40 – Agenda #33 (Cont'd)

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 even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontractor or other legal entity that benefits from the funds paid to 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 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 or 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, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

## Order#40 – Agenda #33 (Cont'd)

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

19. **Information Availability.**

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

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

LAW OFFICES OF DON LEVINSON  
122 WEST 79<sup>TH</sup> AVENUE  
MERRILLVILLE, IN 46410  
(219) 769-1164

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

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

CONSULTANT:  
LAW OFFICES OF DON LEVINSON  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#41 – Agenda #34

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

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

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Deidre Monroe, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

## CONTRACT ATTORNEY

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

## COURT APPEALS FOR THE LAKE COUNTY JUVENILE COURT

- 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. Quantity 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.

## Order#41 – Agenda #34 (Cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) per appeal for all services required herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
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 even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement 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 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 or 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, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

## Order#41 – Agenda #34 (Cont'd)

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

18. **Information Availability.**

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

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

DEIDRE MONROE  
1078 TANEY STREET  
GARY, IN 46404

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

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

CONSULTANT:  
DEIDRE MONROE  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#42 – Agenda #35

In the Matter of L.C. Juvenile Court – Consulting Contract with Bessie Pangere for Indigent Counsel Attorney Services for Lake County Title IV-D Court for the year 2006 in an amount not to exceed \$19,800.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Bessie Pangere for Indigent Counsel Attorney Services for Lake County Title IV-D Court for the year 2006 in an amount not to exceed \$19,800.00 at the rate of \$90.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between BESSIE PANGERE, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

## CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings.  
INDIGENT COUNSEL FOR LAKE COUNTY TITLE IV-D COURT
- B. Consultant shall represent persons whom the IV-D Magistrate has determined to be indigent and against whom civil contempt proceedings for non-support are pending which could result in incarceration, pursuant to the requirement therefore of In Re marriage of Stariha, 509 N.E. 2d 1117;  
“(W) here the possibility exists that an indigent defendant may be incarcerated for contempt for failure to pay child support he or she has a right to appointed counsel.....”
- C. Representation shall be limited to title IV-D cases pending before the Magistrate assigned thereto by the Court.
- D. Consultant's services shall comprise actual time reasonably necessary to proper preparation and representation, including without limitation, conferences, discovery, research, and hearing, though it is anticipated most cases will be resolved in relatively summary fashion.
- E. Consultant shall devote such hours as are necessary to perform the service listed above.
- F. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- G. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.

## Order#42 – Agenda #35 (Cont'd)

- H. Consultant shall include the following detailed information on invoices:
- Indicate date of service.
  - Specify activities in detail to include with whom Consultant met and what work was done.
  - Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - Quantity this by tenths of hours (.10 = 6 minutes).
- 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.
  - Compensation.** The County agrees to pay the Consultant a sum not to exceed Nineteen Thousand Eight Hundred Dollars (\$19,800.00) 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 Juvenile Court's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  - When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  - Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  - Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - 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.
    - The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - 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.
    - 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.
    - Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
  - Miscellaneous Provisions.**
    - 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.
    - Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
    - 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 or 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.



## Order#42 – Agenda #35 (Cont'd)

- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **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.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

BESSIE PANGER  
7899 TAFT STREET  
MERRILLVILLE, IN 46410  
(219) 736-6500

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

THE BOARD OF COMMISSIONER  
OF THE COUNTY OF LAKE  
FRANCES DuPEY

GERRY J. SCHEUB  
RUDOLPH CLAY

CONSULTANT:  
BESSIE PANGERE

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#43 – Agenda #36A

In the Matter of L.C. Juvenile Court – Consulting Contract with Karen Fajman-Nauracy for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Karen Fajman-Nauracy for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between KAREN FAJMAN-NAURACY, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity this by tenths of hours (.10 = 6 minutes).

## Order#43 – Agenda #36A (Cont'd)

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement 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 prior written consent of the County.
16. **Information Availability.**
  - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Order#43 – Agenda #36A (Cont'd)

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

KAREN FAJMAN-NAURACY  
11719 CLARK COURT  
CROWN POINT, IN 46307  
(219) 226-9417

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

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

CONSULTANT:  
KAREN FAJMAN-NAURACY  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

Order#44 – Agenda #36B

In the Matter of L.C. Juvenile Court – Consulting Contract with Helen Galanos for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Helen Galanos for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

#### CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between HELEN GALANOS (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

## Order#44 – Agenda #36B (Cont'd)

12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All 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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement 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 prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

HELEN GALANOS  
727 WEST 66<sup>TH</sup> PLACE  
MERRILLVILLE, IN 46410

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

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

CONSULTANT:  
HELEN GALANOS  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#45 – Agenda #36C

In the Matter of L.C. Juvenile Court – Consulting Contract with Betsy Gregory for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Betsy Gregory for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between BETSY GREGORY (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

## Order#45 – Agenda #36C (Cont'd)

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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.
    - V. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - VI. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement 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 prior written consent of the County.

## Order#45 – Agenda #36C (Cont'd)

16. **Information Availability.**

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

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

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

BETSY GREGORY  
9347 INDLEWILD DRIVE  
HIGHLAND, IN 46322

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

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

CONSULTANT:  
BETSY GREGORY  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#46 – Agenda #36D

In the Matter of L.C. Juvenile Court – Consulting Contract with Nicole Koi for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Nicole Koi for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between NICOLE KOI (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

## Order#46 – Agenda #36D (Cont'd)

9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All 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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement 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 prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

NICOLE KOI  
617 EAST 3<sup>RD</sup> STREET, APT. 2  
HOBART, IN 46342

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

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

CONSULTANT:  
NICOLE KOI  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#47 – Agenda #36E

In the Matter of L.C. Juvenile Court – Consulting Contract with Georgia Nobles for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

## Order#47 – Agenda #36E (Cont'd)

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Georgia Nobles for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between GEORGIA NOBLES (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.



## Order#47 – Agenda #36E (Cont'd)

- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement 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 prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

GEORGIA NOBLES  
11190 MARION COURT  
CROWN POINT, IN 46307

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

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

CONSULTANT:  
GEORGIA NOBLES  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#48 – Agenda #36F

In the Matter of L.C. Juvenile Court – Consulting Contract with Patricia Pitcher for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Patricia Pitcher for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between PATRICIA PITCHER (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

## Order#48 – Agenda #36F (Cont'd)

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

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

PATRICIA PITCHER  
4715 WEST 45<sup>TH</sup> AVENUE  
GARY, IN 46408

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

## Order#48 – Agenda #36F (Cont'd)

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

CONSULTANT:  
PATRICIA PITCHER  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#49 – Agenda #36G

In the Matter of L.C. Juvenile Court – Consulting Contract with Janine Samson for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Janine Samson for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JANINE SAMSON (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings
  - 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the

## Order#49 – Agenda #36G (Cont'd)

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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.

15. **Miscellaneous Provisions.**

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

16. **Information Availability.**

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

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

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

JANINE SAMSON  
306 DAHLGREN  
CROWN POINT, IN 46307

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

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

CONSULTANT:  
JANINE SAMSON  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#50 – Agenda #36H

In the Matter of L.C. Juvenile Court – Consulting Contract with Kathleen Tomko for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Kathleen Tomko for Court Reporter Services for the year 2006 in the amount of \$3.50 per page and \$1.50 per electronic and/or photocopied page. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between KATHLEEN TOMKO (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall perform Court Reporter Services for the purpose of preparing transcripts for hearings.

## Order#50 – Agenda #36H (Cont'd)

- 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. Quantity 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 Three Dollars and Fifty Cents (\$3.50) per page and One Dollar and Fifty Cents (\$1.50) per electronic and/or photocopied page payable monthly for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
  15. **Miscellaneous Provisions.**
    - A. This agreement 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 prior written consent of the County.
  16. **Information Availability.**
    - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

## Order#50 – Agenda #36H (Cont'd)

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

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

KATHLEEN TOMKO  
11070 LAWRENCE DRIVE  
CROWN POINT, IN 46307

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

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

CONSULTANT:  
KATHLEEN TOMKO  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#51 – Agenda #37

In the Matter of L.C. Juvenile Court – Service Contract with Noble Communications for pager service for the year 2006 in an amount not to exceed \$699.96 at the rate of \$174.99 per quarter.

DuPey made a motion, seconded by Clay, to deny the Service Contract between the L.C. Juvenile Court and Noble Communications for pager service for the year 2006 in an amount not to exceed \$699.96 at the rate of \$174.99 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#52 – Agenda #38

In the Matter of L.C. Juvenile Court – Standard Support Agreement with Word Systems, Inc. for recording equipment for the year 2006 in an amount not to exceed \$9,934.80 at the rate of \$2,483.70 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Standard Support Agreement between the L.C. Juvenile Court and Word Systems, Inc. for recording equipment for the year 2006 in an amount not to exceed \$9,934.80 at the rate of \$2,483.70 per quarter. Motion passed 3-0.

## Order#53 – Agenda #39

In the Matter of L.C. Juvenile Court – Maintenance Agreement with Gottlieb & Wiertz for the quest and time keeping computer systems for the year 2006 in an amount not to exceed \$31,500.00 at the rate of \$7,875.00 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Maintenance Agreement between the L.C. Juvenile Court and Gottlieb & Wiertz for the quest and time keeping computer systems for the year 2006 in an amount not to exceed \$31,500.00 at the rate of \$7,875.00 per quarter. Motion passed 3-0.

## Order#54 – Agenda #40

In the Matter of L.C. Juvenile Court – Maintenance Agreement with Chester Technologies for computer equipment for the year 2006 in an amount not to exceed \$20,920.00 at the rate of \$5,230.00 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Maintenance Agreement between the L.C. Juvenile Court and Chester Technologies for computer equipment for the year 2006 in an amount not to exceed \$20,920.00 at the rate of \$5,230.00 per quarter. Motion passed 3-0.

## Order#55 – Agenda #41

In the Matter of L.C. Juvenile Court – Consulting Contract with Mary Jo Smith for the year 2006 in an amount not to exceed \$4,800.00 at the rate of \$400.00 per month to be paid out of JABG Grant.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Juvenile Court and Mary Jo Smith for the year 2006 in an amount not to exceed \$4,800.00 at the rate of \$400.00 per month to be paid out of JABG Grant. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between MARY JO SMITH (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

## Order#55 – Agenda #41 (Cont'd)

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Consultant shall provide services including, but not limited to, bi-weekly payroll, monthly payroll for the police department, scheduling, monitoring all programs, all financial reports, audits, ordering supplies and equipment and keeping ledgers current.
  - 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.
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 Four Thousand Eight Hundred Dollars (\$4,800.00) at the rate of Four Hundred Dollars (\$400.00) per month to be paid out of the JABG Grant. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement 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 prior written consent of the County.

## Order#55 – Agenda #41 (Cont'd)

16. **Information Availability.**

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

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

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

MARY JO SMITH  
3013 GRAND BLVD.  
HIGHLAND, IN 46322

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

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

CONSULTANT:  
MARY JO SMITH  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#56 – Agenda #42A

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Douglas Amber for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Douglas Amber for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between AMBER & GOLDING, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - I. Indicate date of service.
    - II. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - III. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - IV. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.



## Order#56 – Agenda #42A (Cont'd)

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

## Order#56 – Agenda #42A (Cont'd)

and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**

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

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

AMBER & GOLDING  
9250 COLUMBIA AVENUE, SUITE E-2  
MUNSTER, IN 46321  
(219) 836-8530  
(219) 836-8535 FAX  
ATTORNEY NO. 13916-45

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

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

CONSULTANT:  
AMBER & GOLDING BY DOUGLAS  
G. AMBER, MEMBER AND AUTHORIZED  
SIGNATORY

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#57 – Agenda #42B

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Vickie Battle-Cashwell for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Vickie Battle-Cashwell for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between VICKIE BATTLE-CASHWELL, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

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

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation

## Order#57 – Agenda #42B (Cont'd)

- expenses. This shall be paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no event shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All 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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
  15. **Miscellaneous Provisions.**
    - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
    - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
    - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed official or employees.
    - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
    - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
  16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
  17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
    - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

## Order#57 – Agenda #42B (Cont'd)

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

18. **Information Availability.**

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

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

VICKIE BATTLE-CASHWELL  
4520 GRANT STREET  
GARY IN 46407  
(219) 884-7365  
(219) 985-0593 FAX

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

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

CONSULTANT:  
VICKIE BATTLE-CASHWELL,  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#58 – Agenda #42C

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with David Braatz for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and David Braatz for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DAVID BRAATZ, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

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

## Order#58 – Agenda #42C (Cont'd)

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

## Order#58 – Agenda #42C (Cont'd)

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

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

DAVID BRAATZ  
1920 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 663-8044  
(219) 663-8045 FAX  
ATTORNEY NO. 3913-45

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

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

CONSULTANT:  
DAVID BRAATZ  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#59 – Agenda #42D

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Cornell Collins for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Cornell Collins for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between CORNELL COLLINS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- F. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- G. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- H. Consultant shall include the following detailed information on invoices:
  - I. Indicate date of service.

## Order#59 – Agenda #42D (Cont'd)

- II. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - III. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - IV. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
  15. **Miscellaneous Provisions.**
    - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
    - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
    - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
    - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.

Order#59 – Agenda #42D (Cont'd)

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

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

CORNELL COLLINS  
 607 SOUTH LAKE STREET, SUITE A  
 GARY, IN 46403  
 (219) 938-8080  
 (219) 938-8097 FAX  
 ATTORNEY NO. 3994-45

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

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

CONSULTANT:  
 CORNELL COLLINS

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

Order#60 – Agenda #42E

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Arlington J. Foley for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Arlington J. Foley for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between ARLINGTON J. FOLEY, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.



## Order#60 – Agenda #42E (Cont'd)

- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- I. Indicate date of service.
  - II. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - III. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - IV. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in

## Order#60 – Agenda #42E (Cont'd)

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

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

ARLINGTON J. FOLEY  
8300 MISSISSIPPI, SUITE 2-B  
MERRILLVILLE, IN 46410  
(219) 769-1566  
(219) 769-0713 FAX  
ATTORNEY NO. 6905-45

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

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

CONSULTANT:  
ARLINGTON J. FOLEY  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#61 – Agenda #42F

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Eduardo Fontanez for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Eduardo Fontanez for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between EDUARDO FONTANEZ, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

## Order#61 – Agenda #42F (Cont'd)

- 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:

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**

## Order#61 – Agenda #42F (Cont'd)

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

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

EDUARDO FONTANEZ  
7127 INDIANAPOLIS BLVD  
HAMMOND, IN 46324  
(219) 554-0282  
(219) 554-0122 FAX  
ATTORNEY NO. 23278-49

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

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

CONSULTANT:  
EDUARDO FONTANEZ  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#62 – Agenda #42G

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Kristina L. Garza for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Kristina L. Garza for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between KRISTINA L. GARZA, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

## Order#62 – Agenda #42G (Cont'd)

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

**CONTRACT ATTORNEY**

- A Consultant shall 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:

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.

## Order#62 – Agenda #42G (Cont'd)

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

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

KRISTINA L. GARZA  
5246 HOHMAN AVENUE  
HAMMOND, IN 46320  
(219) 931-5380  
(219) 933-3180 FAX  
ATTORNEY NO. 22971-45

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

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

CONSULTANT:  
KRISTINA L. GARZA  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#63 – Agenda #42H

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Mark Gruenhagen for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Mark Gruenhagen for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

## Order#63 – Agenda #42H (Cont'd)

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between MARK GRUENHAGEN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.

## Order#63 – Agenda #42H (Cont'd)

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

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

MARK GRUENHAGEN  
2149 US 41  
SCHERERVILLE, IN 46375  
(219) 322-3000  
(219) 322-3703 FAX  
ATTORNEY NO. 184950-45

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

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

CONSULTANT:  
MARK GRUENHAGEN  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#64 – Agenda #42I

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Roseann Ivanovich for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.



## Order#64 – Agenda #42I (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Mark Roseann Ivanovich for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between ROSEANN IVANOVICH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

## Order#64 – Agenda #42I (Cont'd)

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

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

ROSEANN IVANOVICH  
4 WEST 79<sup>TH</sup> AVENUE  
MERRILLVILLE, IN 46410  
(219) 791-1700  
(219) 791-9122 FAX  
ATTORNEY NO. 22732-45

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

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

CONSULTANT:  
ROSEANN IVANOVICH  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#65 – Agenda #42J

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Inga Lewis-Shannon for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Inga Lewis-Shannon for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between INGA LEWIS-SHANNON, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

## Order#65 – Agenda #42J (Cont'd)

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

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

INGA LEWIS-SHANNON  
700 JACKSON STREET  
GARY, IN 46402  
(219) 881-9484  
(219) 881-9634 FAX

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

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

CONSULTANT:  
ROSEANN IVANOVICH  
ATTORNEY AT LAW

ATTEST:

Order#65 – Agenda #42J (Cont'd)

PEGGY KATONA  
LAKE COUNTY AUDITOR

Order#66 – Agenda #42K

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with John Maksimovich for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and John Maksimovich for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JOHN MAKSIMOVICH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

## Order#66 – Agenda #42K (Cont'd)

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

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

JOHN MAKSIMOVICH  
3145 45<sup>TH</sup> AVENUE, SUITE G  
HIGHLAND, IN 46322  
(219) 922-1441  
(219) 922-1492 FAX

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

THE BOARD OF COMMISSIONER

## Order#66 – Agenda #42K (Cont'd)

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

CONSULTANT:  
 JOHN MAKSIMOVICH  
 ATTORNEY AT LAW

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

## Order#67 – Agenda #42L

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Richard W. Maroc for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Richard W. Maroc for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between RICHARD W. MAROC, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

## Order#67 – Agenda #42L (Cont'd)

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

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

RICHARD W. MAROC  
303 RIDGE ROAD  
MUNSTER, IN 46321  
(219) 836-0222  
(219) 836-0302 FAX  
ATTORNEY NO. 9033-45



## Order#67 – Agenda #42L (Cont'd)

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

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

CONSULTANT:  
RICHARD W. MAROC  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#68 – Agenda #42M

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Kirk Marrie for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Kirk Marrie for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between KIRK MARRIE, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

## Order#68 – Agenda #42M (Cont'd)

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

## Order#68 – Agenda #42M (Cont'd)

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

1524 WEST 96<sup>TH</sup> AVENUE  
CROWN POINT IN 46307  
(219) 662-6400  
(219) 662-6410 FAX  
ATTORNEY NO. 18409-45

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

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

CONSULTANT:  
KIRK MARRIE  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#69 – Agenda #42N

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Kristin A. Mulholland for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Kristin A. Mulholland for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between KRISTIN A. MULHOLLAND, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

## Order#69 – Agenda #42N (Cont'd)

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

## Order#69 – Agenda #42N (Cont'd)

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

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

KRISTIN A. MULHOLLAND  
511 WEST 84<sup>TH</sup> DRIVE, SUITE 2  
MERRILLVILLE, IN 46410  
(219) 793-9950  
(219) 793-9960 FAX  
ATTORNEY NO. 14045-45

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

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

CONSULTANT:  
KRISTIN A. MULHOLLAND  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#70 – Agenda #42O

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Bruce Parent for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Bruce Parent for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between BRUCE PARENT, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

## Order#70 – Agenda #42O (Cont'd)

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

## Order#70 – Agenda #42O (Cont'd)

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

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

BRUCE PARENT  
1000 E. 80<sup>TH</sup> PLACE SUITE 502N  
MERRILLVILLE, IN 46410  
(219) 681-6497  
(219) 756-0639 FAX  
ATTORNEY NO. 18825-45

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

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

CONSULTANT:  
BRUCE PARENT  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#71 – Agenda #42P

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Jerry L. Peteet for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Jerry L. Peteet for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JERRY L. PETEET, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

## Order#71 – Agenda #42P (Cont'd)

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



## Order#71 – Agenda #42P (Cont'd)

and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**

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

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

JERRY L. PETEET  
201 EAST 5<sup>TH</sup> AVENUE  
GARY, IN 46402  
(219) 882-3177  
(219) 882-3213 FAX  
ATTORNEY NO. 15242-45

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

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

CONSULTANT:  
JERRY L. PETEET  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#72 – Agenda #42Q

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with James Reed for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and James Reed for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JAMES REED, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.

## Order#72 – Agenda #42Q (Cont'd)

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
  - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
  - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation

## Order#72 – Agenda #42Q (Cont'd)

of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**

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

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

JAMES REED  
P.O. BOX 166  
MOROCCO, IN 47963  
(219) 285-2223  
(219) 285-6515 FAX  
ATTORNEY NO. 14636-45

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

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

CONSULTANT:  
JAMES REED  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#73 – Agenda#42R

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Logan-Tinae Thomas for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Logan-Tinae Thomas for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between LOGAN-TINAE THOMAS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- 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:

**CONFLICTS ATTORNEY SERVICES**

- 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:
- Indicate date of service.
  - Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - Quantity this by quarters of hours (.25 = 15 minutes).
- Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

## Order#73 – Agenda#42R (Cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

## Order#73 – Agenda#42R (Cont'd)

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

18. **Information Availability.**

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

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

LOGAN-TINAE THOMAS  
363 SOUTH LAKE STREET  
GARY, IN 46403  
(219) 938-0800  
(219) 939-3070 FAX  
ATTORNEY NO. 22133-45

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

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

CONSULTANT:  
LOGAN-TINAE THOMAS  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#74 – Agenda #42S

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Frederick Tom for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Frederick Tom for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between FREDERICK TOM, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

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

## Order#74 – Agenda #42S (Cont'd)

iv. Quantity this by quarters of hours (.25 = 15 minutes).

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

## Order#74 – Agenda #42S (Cont'd)

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

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

FREDERICK TOM  
7520 BROADWAY  
MERRILLVILLE, IN 46410  
(219) 681-6492  
(219) 756-0639 FAX  
ATTORNEY NO. 19985-45

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

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

CONSULTANT:  
FREDERICK TOM  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#75 – Agenda #42T

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Robert J. Varga for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Robert J. Varga for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between ROBERT J. VARGA, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- 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:

**CONFLICTS ATTORNEY SERVICES**

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

## Order#75 – Agenda #42T (Cont'd)

- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
  15. **Miscellaneous Provisions.**
    - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
    - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
    - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.



## Order#75 – Agenda #42T (Cont'd)

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

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

ROBERT J. VARGA  
303 RIDGE ROAD  
MUNSTER, IN 46321  
(219) 836-0222  
(219) 836-0302 FAX  
ATTORNEY NO. 21855-45

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

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

CONSULTANT:  
ROBERT J. VARGA  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#76 – Agenda #42U

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Patrick Young for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Patrick Young for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between PATRICK YOUNG, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

## Order#76 – Agenda #42U (Cont'd)

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.

Order#76 – Agenda #42U (Cont'd)

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

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

PATRICK YOUNG  
 4231 BROADWAY  
 GARY, IN 46409  
 (219) 884-2388  
 (219) 884-5258 FAX  
 ATTORNEY NO. 2224-45

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

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

CONSULTANT:  
 PATRICK YOUNG  
 ATTORNEY AT LAW

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

Order#77 – Agenda #43A

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Patricia Beecher for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Patricia Beecher for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between PATRICIA BEECHER, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

## Order#77 – Agenda #43A (Cont'd)

**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:

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.

## Order#77 – Agenda #43A (Cont'd)

15. **Miscellaneous Provisions.**

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

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

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

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

18. **Information Availability.**

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

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

PATRICIA BEECHER  
363 SOUTH LAKE STREET  
GARY, IN 46403  
(219) 938-2388  
(219) 938-0069 FAX  
ATTORNEY NO. 14708-64

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

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

CONSULTANT:  
PATRICIA BEECHER  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#78 – Agenda #43B

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Derla R. Gross for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Derla R. Gross for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DERLA R. GROSS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

## Order#78 – Agenda #43B (Cont'd)

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

**CONTRACT ATTORNEY**

- A. Consultant shall 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:

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.

Order#78 – Agenda #43B (Cont'd)

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

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

DERLA R. GROSS  
 7895 BROADWAY, SUITE L  
 MERRILLVILLE, IN 46410  
 (219) 736-1111  
 (219) 769-0751 FAX  
 ATTORNEY NO. 14708-64

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

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

CONSULTANT:  
 DERLA R. GROSS  
 ATTORNEY AT LAW

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

Order#79 – Agenda #43C

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Yolanda Lewis-Holden for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Yolanda Lewis-Holden for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

## Order#79 – Agenda #43C (Cont'd)

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between YOLANDA LEWIS-HOLDEN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.



## Order#79 – Agenda #43C (Cont'd)

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

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

YOLANDA LEWIS HOLDEN  
2148 WEST 11<sup>TH</sup> AVENUE  
GARY, IN 46040  
(219) 944-2755  
(219) 944-2764 FAX  
ATTORNEY NO. 21713-45

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

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

CONSULTANT:  
YOLANDA LEWIS HOLDEN  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#80 – Agenda #43D

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with James J. Krajewski for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

## Order#80 – Agenda #43D (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and James J. Krajewski for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between JAMES J. KRAJEWSKI, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

## Order#80 – Agenda #43D (Cont'd)

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

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

JAMES J. KRAJEWSKI  
303 RIDGE ROAD  
MUNSTER, IN 46321  
(219) 836-0222  
(219) 836-0302 FAX  
ATTORNEY NO. 5518-45

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

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

CONSULTANT:  
JAMES J. KRAJEWSKI  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#81 – Agenda #43E

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Robert L. Lewis for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Robert L. Lewis for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between ROBERT L. LEWIS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

## Order#81 – Agenda #43E (Cont'd)

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

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

ROBERT L. LEWIS  
2148 WEST 11<sup>TH</sup> AVENUE  
GARY, IN 46404  
(219) 944-2755  
(219) 944-2764 FAX  
ATTORNEY NO. 10070-45

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

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

CONSULTANT:  
ROBERT L. LEWIS  
ATTORNEY AT LAW

Order#81 – Agenda #43E (Cont'd)

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

Order#82 – Agenda #43F

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Reginald W. Marcus for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Reginald W. Marcus for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between REGINALD W. MARCUS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

## Order#82 – Agenda #43F (Cont'd)

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

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

REGINALD W. MARCUS  
3637 GRANT STREET, SUITE #3  
GARY, IN 46408  
(219) 884-1295  
(219) 884-1733 FAX  
ATTORNEY NO. 16798-45

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

## Order#82 – Agenda #43F (Cont'd)

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

CONSULTANT:  
REGINALD W. MARCUS  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#83 – Agenda #43G

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with T. Edward Page for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and T. Edward Page for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between T. EDWARD PAGE, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other



agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

Order#83 – Agenda #43G (Cont'd)

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

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307

T. EDWARD PAGE  
200 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, IN 46410  
(219) 769-1600

## Order#83 – Agenda #43G (Cont'd)

(219) 755-3200

(219) 738-3772 FAX

ATTORNEY NO. 5601-45

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

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

CONSULTANT:  
T. EDWARD PAGE  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#84 – Agenda #43H

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with R. Brian Woodward for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and R. Brian Woodward for Conflicts Attorney Services for the year 2006 in an amount not to exceed \$30,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between R. BRIAN WOODWARD, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**CONFLICTS ATTORNEY SERVICES**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

## Order#84 – Agenda #43H (Cont'd)

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

## Order#84 – Agenda #43H (Cont'd)

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

9223 BROADWAY, SUITE A  
MERRILLVILLE, IN 46410  
(219) 736-9990  
(219) 736-9991 FAX  
ATTORNEY NO. 2303-45

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

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

CONSULTANT:  
R. BRIAN WOODWARD  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#85 – Agenda#44

In the Matter of L.C. Community Corrections – Contract with Southlake Center for Mental Health, Edgewater Systems for Balanced Living, and Tri-City Comprehensive Community Mental Health Center, Inc. entered into on February 16, 2005 to be amended. The contracts incorrectly stated “the Aftercare Service Provider will be paid \$400.00 per quarter” and should have read “the Aftercare Service Provider will be paid \$400.00 per participant per quarter”.

DuPey made a motion, seconded by Scheub, to approve the amendment of the Contract between the L.C. Community Corrections and Southlake Center for Mental Health, Edgewater Systems for Balanced Living, and Tri-City Comprehensive Community Mental Health Center, Inc. entered into on February 16, 2005. The contracts incorrectly stated “the Aftercare Service Provider will be paid \$400.00 per quarter” and should have read “the Aftercare Service Provider will be paid \$400.00 per participant per quarter”. Motion passed 3-0.

## Order#86 – Agenda #45

In the Matter of L.C. Community Corrections – Service Contract with Nancy Fromm/Addiction Family Care for the year 2006 at the rate of \$15.00 per resident, per session.

DuPey made a motion, seconded by Scheub, to approve the Service Contract between the L.C. Community Corrections and Nancy Fromm/Addiction Family Care for the year 2006 at the rate of \$15.00 per resident, per session. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Nancy Fromm/Addiction Family Care, (hereinafter called “Addiction & Family Care”) 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 Consultant.** The County agrees to engage the Addiction & Family Care and the Counselor’s hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake Community Corrections has established, with approved state funding, a course of treatment plans and aftercare program classes that address the issue of substance abuse, family issues and drug and alcohol problems. Trained counselors will conduct these classes within the following parameters.

Evaluate & Treatment Plan – Provide a thorough evaluation by a trained drug and alcohol counselor. Complete biopsychosocial assessment of substance abuse and related problems and administration of SASSI test (Administered both before and after treatment)

Development of Individual Treatment Plan

Education Program – 12 week program @ 2 sessions per week. Two-hour sessions. Counselor presents content material in a lecture format or film, followed by interactive and experiential exercises to personalize the material and involve the participants. Topics are pertinent to early stage recover: signs of a substance abuse problem, the role of denial, progression of drug and alcohol problems, recovery, anger, family issues, use of coping mechanisms, problem-solving skills and tools, goal setting, relapse prevention.

Will serve between 15-20 residents  
24-2-hour sessions  
\$15.00 per resident, per session/minimum of 12 residents per session.

Aftercare – Six to twelve sessions – Follow up sessions include relapse prevention, as well as 12-step treatment. Aftercare treatment moves residents to group therapy and processing of life issues. Cognitive and behavioral approaches to therapy are used. Treatment focuses on maintenance of sobriety, coping with triggers, and utilizing personal and community resources. Referrals are made at this time for those who need additional treatment.

Will service a minimum of 12 residents  
\$15.00 per resident, per session.

## Order#86 – Agenda #45 (cont'd)

- A. Addiction & Family Care shall include the following detailed information on invoices:
- Indicate date of service.
  - Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Addiction & Family Care 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 Addiction & Family Care a sum of \$15.00 per resident per session for all services require herein. Addiction & Family Care 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 Addiction & Family Care to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Addiction & Family Care, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Addiction & Family Care 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 Addiction & Family Care 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/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 Addiction & Family Care.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Facilitator/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 Addiction & Family Care, 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 Addiction & Family Care represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Addiction & Family Care 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 Facilitator/Consultant agrees by the execution of this contract that in regards to its operations:
- 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.
  - The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - 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.
  - 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.
  - Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - Addiction & Family Care may not subcontract any part of the work covered herein without prior written consent of the County.

## Order#86 – Agenda #45 (Cont'd)

16. **Information Availability.**

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

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

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

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

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

CONSULTANT:  
NANCY FROMM  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#87 – Agenda #46

In the Matter of L.C. Community Corrections – Consulting Contract with Traci N. Ritsema for Facilitator Services for the year 2006 at the rate of \$20.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Community Corrections and Traci N. Ritsema for Facilitator Services for the year 2006 at the rate of \$20.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Traci N. Ritsema, (hereinafter called "Facilitator/Consultant") 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/Consultant.** The County agrees to engage the Facilitator/Consultant and the Counselor's hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake Community Corrections has established, with approved state funding, a course of cognitive restructuring classes known as Thinking for a Change which addresses the issue of criminal thinking and which will be required of select community corrections offenders based upon risk/needs assessment. Trained Facilitators/Consultant will conduct these classes within the following parameters.
 

Facilitators will conduct one to two 2-hour classes per week and will be compensated up to 2 hours of preparation time per class.  
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 must complete the 36 hour facilitator training offered by the Indiana Department of Correction.  
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.  
Facilitators will be compensated at \$19.00-\$25.00 per hour.
- B. Facilitator/Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Addiction & Family Care shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

## Order#87 – Agenda #46 (Cont'd)

4. **Compensation.** The County agrees to pay the Facilitator/Consultant a sum of \$20.00 dollars per hour for all services required herein. Facilitator/Consultant 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/Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Facilitator/Consultant shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Facilitator/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/Consultant 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/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 Facilitator/Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Facilitator/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 Facilitator/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 Facilitator/Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Facilitator/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 Facilitator/Consultant agrees by the execution of this contract that in regards to its operations:
  - G. 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.
  - H. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - I. 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.
  - J. 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.
  - K. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - L. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Facilitator/Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
  - C. 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.
  - D. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Facilitator/Consultant and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Facilitator/Consultant.

## Order#87 – Agenda #46 (Cont'd)

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

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

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

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

CONSULTANT:  
TRACI RITSEMA  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#88 – Agenda #47

In the Matter of L.C. Community Corrections – Consulting Contract with Yvette Salinas for Facilitator Services for the year 2006 at the rate of \$25.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Community Corrections and Yvette Salinas for Facilitator Services for the year 2006 at the rate of \$25.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Yvette Salinas, (hereinafter called "Facilitator/Consultant") 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/Consultant.** The County agrees to engage the Facilitator/Consultant and the Counselor's hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake Community Corrections has established, with approved state funding, a course of cognitive restructuring classes known as Thinking for a Change which addresses the issue of criminal thinking and which will be required of select community corrections offenders based upon risk/needs assessment. Trained Facilitators/Consultant will conduct these classes within the following parameters.
 

Facilitators will conduct one to two 2-hour classes per week and will be compensated up to 2 hours of preparation time per class.  
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 must complete the 36 hour facilitator training offered by the Indiana Department of Correction.  
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.  
Facilitators will be compensated at \$19.00-\$25.00 per hour.
- C. Facilitator/Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Addiction & Family Care 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 Facilitator/Consultant a sum of \$25.00 dollars per hour for all services required herein. Facilitator/Consultant 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/Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Facilitator/Consultant shall be incorporated in a written amendment to this agreement.



## Order#88 – Agenda #47 (Cont'd)

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

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

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

## Order#88 – Agenda #47 (Cont'd)

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

CONSULTANT:  
YVETTE SALINAS  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#89 – Agenda #48

In the Matter of L.C. Community Corrections – Consulting Contract with Anthony Wanicki for Facilitator Services for the year 2006 at the rate of \$19.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Community Corrections and Anthony Wanicki for Facilitator Services for the year 2006 at the rate of \$19.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between Anthony Wanicki, (hereinafter called "Facilitator/Consultant") 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/Consultant.** The County agrees to engage the Facilitator/Consultant and the Counselor's hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake Community Corrections has established, with approved state funding, a course of cognitive restructuring classes known as Thinking for a Change which addresses the issue of criminal thinking and which will be required of select community corrections offenders based upon risk/needs assessment. Trained Facilitators/Consultant will conduct these classes within the following parameters.
 

Facilitators will conduct one to two 2-hour classes per week and will be compensated up to 2 hours of preparation time per class.  
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 must complete the 36 hour facilitator training offered by the Indiana Department of Correction.  
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.  
Facilitators will be compensated at \$19.00-\$25.00 per hour.

D. Facilitator/Consultant shall include the following detailed information on invoices:

  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Addiction & Family Care 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 Facilitator/Consultant a sum of \$19.00 dollars per hour for all services required herein. Facilitator/Consultant 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/Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Facilitator/Consultant shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** If, through any cause, the Facilitator/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/Consultant 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/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.

## Order#89 – Agenda #48 (Cont'd)

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

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

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

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

CONSULTANT:  
 ANTHONY WANICKI  
 ATTORNEY AT LAW

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

## Order#90 – Agenda #49

In the Matter of L.C. Community Corrections – Request for approval to establish a copier lease agreement.

## Order#90 – Agenda #49 (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the L.C. Community Corrections' request for approval to establish a copier lease agreement. Motion passed 3-0.

## Order#91 – Agenda #50

In the Matter of L.C. Prosecutor – Service Agreement with Chester Technologies for printer maintenance for the year 2006 in an amount not to exceed \$4,000.00 at the rate of \$1,000.00 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Prosecutor and Chester Technologies for printer maintenance for the year 2006 in an amount not to exceed \$4,000.00 at the rate of \$1,000.00 per quarter. Motion passed 3-0.

## Order#92 – Agenda #51

In the Matter of L.C. Prosecutor, Adult Protective Services Office – Service Agreement with Chester Technologies for printer maintenance for the year 2006 in an amount not to exceed \$250.00 at the rate of \$62.50 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Prosecutor, Adult Protective Services Office and Chester Technologies for printer maintenance for the year 2006 in an amount not to exceed \$250.00 at the rate of \$62.50 per quarter. Motion passed 3-0.

## Order#93 – Agenda #52

In the Matter of L.C. Recorder – Service Agreement with Information and Records Associates, Inc. for the 3M 1640 Aperture Card Reader-Printer, Serial #610355 in an amount not to exceed \$3,960.00 at the rate of \$990.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Information and Records Associates, Inc. for the 3M 1640 Aperture Card Reader-Printer, Serial #610355 in an amount not to exceed \$3,960.00 at the rate of \$990.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#94 – Agenda #53

In the Matter of L.C. Recorder – Service Agreement with Information and Records Associates, Inc. for the KIP America 2050 Large Document Scanner, Serial #7554703921 in an amount not to exceed \$1,900.00 at the rate of \$475.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Information and Records Associates, Inc. for the KIP America 2050 Large Document Scanner, Serial #7554703921 in an amount not to exceed \$1,900.00 at the rate of \$475.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#95 – Agenda #54

In the Matter of L.C. Recorder – Service Agreement with Information and Records Associates, Inc. for the Maple Development 3500 Processor, Serial #992011 in an amount not to exceed \$1,360.00 at the rate of \$340.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Information and Records Associates, Inc. for the Maple Development 3500 Processor, Serial #992011 in an amount not to exceed \$1,360.00 at the rate of \$340.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#96 – Agenda #55

In the Matter of L.C. Recorder – Service Agreement with Information and Records Associates, Inc. for the Alos 41 Planetary Camera, Serial #36005020 in an amount not to exceed \$1,280.00 at the rate of \$320.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Information and Records Associates, Inc. for the Alos 41 Planetary Camera, Serial #36005020 in an amount not to exceed \$1,280.00 at the rate of \$320.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#97 – Agenda #56

In the Matter of L.C. Recorder – Service Agreement with Information and Records Associates, Inc. for the Alos 41 Planetary Camera, Serial #36005026 in an amount not to exceed \$1,280.00 at the rate of \$320.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Information and Records Associates, Inc. for the Alos 41 Planetary Camera, Serial #36005026 in an amount not to exceed \$1,280.00 at the rate of \$320.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#98 – Agenda #57

In the Matter of L.C. Recorder – Service Agreement with Ellis Systems Corp. for four (4) Powel File 2000 Filing Units in an amount not to exceed \$2,680.00 at the rate of \$670.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Ellis Systems Corp. for four (4) Powel File 2000 Filing Units in an amount not to exceed \$2,680.00 at the rate of \$670.00 per quarter. Motion passed 2-1, Commissioner Scheub against.

## Order#99 – Agenda #58

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

DuPey made a motion, seconded by Clay, to approve the Consulting Contract between the L.C. Council and Robert L. Lewis for Attorney Services for the year 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour, based on the recommendation of the County Attorney. Motion passed 2-1, Commissioner Scheub against.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between ROBERT L. LEWIS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COUNCIL (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

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

**LAKE COUNTY COUNCIL**

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

## Order#99 – Agenda #58 (Cont'd)

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- 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.
  - The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - 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.
  - 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.
  - Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel, organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
- This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - 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.
  - Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- 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).
  - 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.
  - 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.**
- 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.
  - County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

ROBERT L. LEWIS  
2148 WEST 11<sup>TH</sup>  
GARY, IN 46404  
(219) 944-2755

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

THE BOARD OF COMMISSIONER  
OF THE COUNTY OF LAKE

CONSULTANT:

## Order#99 – Agenda #58 (Cont'd)

RUDOLPH CLAY  
GERRY J. SCHEUB  
FRANCES DUPEY

ROBERT L. LEWIS  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#100 – Agenda #59

In the Matter of L.C. Council – Service Agreement with McShane's, Inc. for the fax machine for the year 2006 in an amount not to exceed \$313.52 at the rate of \$78.38 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Council and McShane's, Inc. for the fax machine for the year 2006 in an amount not to exceed \$313.52 at the rate of \$78.38 per quarter. Motion passed 3-0.

## Order#101 – Agenda #60

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

This being the day, time and place for the receiving of proposals for Outside Security Cameras for the A Building and B Building at the Lake County Government Center for L.C. Emergency Management, the following proposals were received:

Tri Electronics	\$34,820.00/\$18,741.00
Phil & Son, Inc.	\$56,217.00/\$32,100.00
Miller Electric Co., of IN., Inc.	\$45,300.00/\$27,300.00

DuPey made a motion, seconded by Scheub, to take the above proposals under advisement and refer to the L.C. Emergency Management for tabulation and recommendation. Motion passed 3-0.

## Order#102 – Agenda #61

In the Matter of L.C. Emergency Management – Contract for Legal and Consulting Services with David J. Sims for the year 2006 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Contract for Legal and Consulting Services between the L.C. Emergency Management and David J. Sims for the year 2006 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DAVID J. SIMS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- 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 EMERGENCY MANAGEMENT AGENCY**

- Consultant shall devote such hours as are necessary to perform the service listed above.
- Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- Consultant will be responsible to provide legal services to the Lake County Emergency Management Agency, the Local Advisory Council created pursuant to I.C. 10-4-1, et seq. and the Board of Commissioners. The Consultant shall further be responsible to represent these agencies when called upon to do so at various public Meetings and functions, including the presentation of the budgets of said agencies to the Lake County Council for consideration and adoption. The Consultant shall also be responsible to provide legal services to the Director of Emergency Planning, as selected by the County
- Consultant shall include the following detailed information on invoices:
  - Indicate date of service.
  - Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - Quantity this by quarters of hours (.25 = 15 minutes).

## Order#102 – Agenda #61 (Cont'd)

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) per calendar year for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Emergency Management's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in the representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.



## Order#102 – Agenda #61 (Cont'd)

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

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

DAVID J. SIMS  
13301 LINCOLN PLAZA-STE. A  
P.O. BOX 88  
CEDAR LAKE, IN 46303  
(219) 374-6264

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

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

CONSULTANT:  
DAVID J. SIMS

LAKE COUNTY EMERGENCY MANAGEMENT AGENCY  
JEFFREY MILLER, DIRECTOR

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#103 – Agenda #62

In the Matter of L.C. Emergency Management – Consulting Contract with the Lake County Fire Chief's Association, Inc. for the year 2006 in an amount not to exceed \$109,000.00 at the rate of \$27,250.00 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Emergency Management and the Lake County Fire Chief's Association, Inc. for the year 2006 in an amount not to exceed \$109,000.00 at the rate of \$27,250.00 per quarter. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between LAKE COUNTY FIRE CHIEF'S ASSOCIATION, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

To act as consultant and coordinator for the Board of Commissioners of the County of Lake pursuant to an AGREEMENT FOR MUTUAL AID BETWEEN MUNICIPALITIES, TOWNSHIPS, AND OTHER UNITS OF GOVERNMENT IN LAKE COUNTY, INDIANA, adopted by the Board of Commissioners of the County of Lake on August 10, 1993, and including the preparation for and the coordination of emergency functions, other than functions for which military forces or other federal agencies are primarily responsible and to prevent, minimize, and repair injury and damage resulting from disasters. Disaster, as used herein means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, oil spill, other water, soil, or atmospheric contamination requiring limitation, firefighting services, police services, medial and health services, rescue, engineering, warning services, communications, radiological, chemical

## Order#103 – Agenda #62 (Cont'd)

and hazardous material response, evacuation of persons from stricken areas, emergency transportation, temporary restoration of public utility services, and other functions related to civilian protection, training for the foregoing and all other activities necessary or incidental to the preparation for and coordination of the foregoing functions.

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 One Hundred Nine Thousand Dollars (\$109,000.00) for all services require herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Compensation shall be paid at the rate of Twenty-seven Thousand Two Hundred Fifty Dollars (\$27,250.00) quarterly beginning January 1, 2005 and continuing quarterly thereafter through December 31, 2005.
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 for Cause.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Work.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex.
  - C. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - D. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - E. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
  - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
  - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.

## Order#103 – Agenda #62 (Cont'd)

E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

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

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

LAKE COUNTY FIRE CHIEFS  
CHEIFS ASSOCIATION, INC.  
c/o JACK ESKRIDGE  
3235 45<sup>TH</sup> STREET-SUITE 103  
HIGHLAND, IN 46322  
(219)924-7660

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

LAKE COUNTY EMERGENCY MANAGEMENT AGENCY  
JEFFREY MILLER, DIRECTOR

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

CONSULTANT:  
LAKE COUNTY FIRE CHIEF'S  
ASSOCIATION, INC.  
JACK ESKRIDGE, PRESIDENT

## Order#104 – Agenda #63

In the Matter of Center Township Assessor – Service Agreement with Appraisal Research Corp. for the year 2006 in an amount Not to exceed \$499.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between Center Township Assessor and Appraisal Research Corp. for the year 2006 in an amount not to exceed \$499.00. Motion passed 3-0.

## Order#105 – Agenda #64

In the Matter of North Township Assessor – Draftsman Contract with Mark A. Gordish for the year 2006 in an amount not to exceed \$10,000.00 at the rate of \$20.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Draftsman Contract between the North Township Assessor and Mark A. Gordish for the year 2006 in an amount not to exceed \$10,000.00 at the rate of \$20.00 per hour. Motion passed 3-0.

DRAFTSMAN CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between MARK A GORDISH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**CONTRACT ATTORNEY**

- A 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 legal judgment to act in the best interest of the parties represented.
- D Draftsman shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Ten thousand Dollars (\$10,000.00) for all services at the rate of \$20.00 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 changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

## Order#105 – Agenda #64 (Cont'd)

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
  - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
  - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**
  - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - C. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
  - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
  - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

## Order#105 – Agenda #64 (Cont'd)

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

CONSULTANT:  
MARK A. GORDISH, DRAFTSMAN  
ATTORNEY AT LAW

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#106 – Agenda #65

In the Matter of Ross Township Assessor – Cleaning Contract with Cynthia Saberniak for the year 2006 in an amount not to exceed \$190.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Cleaning Contract between the Ross Township Assessor and Cynthia Saberniak for the year 2006 in an amount not to exceed \$190.00 per month. Motion passed 3-0.

## Order#107 – Agenda #66

In the Matter of Ross Township Assessor – Agreement with Verizon Wireless for the year 2006 in an amount not to exceed \$49.99 per month.

Scheub made a motion, seconded by DuPey, to approve the Agreement between the Ross Township Assessor and Verizon Wireless for the year 2006 in an amount not to exceed \$49.99 per month. Motion passed 3-0.

## Order#108 – Agenda #67

In the Matter of Lake County Criminal Court – Service Agreement with Word Systems, Inc. for the year 2006 in an amount not to exceed \$6,925.00 at the rate of \$1,731.25 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the Lake County Criminal Court and Word Systems, Inc. for the year 2006 in an amount not to exceed \$6,925.00 at the rate of \$1,731.25 per quarter. Motion passed 3-0.

## Order#109 – Agenda #68

In the Matter of Lake County Criminal Court – Service Agreement with Word Systems, Inc. for the year 2006 in an amount not to exceed \$2,635.68 at the rate of \$658.92 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between the Lake County Criminal Court and Word Systems, Inc. for the year 2006 in an amount not to exceed \$2,635.68 at the rate of \$658.92 per quarter. Motion passed 3-0.

## Order#110 – Agenda #69

In the Matter of Contract for L.C. Data Processing– IBM Compatible Computers for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to CHESTER TECHNOLOGIES, 555 East Port Centre Drive, Valparaiso, IN 46384 for Classes H-10, H-11, H-12, H-15, H-16; THINK TANK, 1575 E. 89<sup>th</sup> Ave., Merrillville, IN 46410 for Classes H-4, H-5, H-6, H-7, H-8, H-14; GATEWAY CO., 610 Gateway Drive, North Sioux City, SD 57049 for Classes H-1, H-2, H-3, H-9, H-13, H-17, H-18, H-19, H-20, H-21 for IBM Compatible Computers for the year 2006 upon a motion by DuPey, seconded by Scheub, with the recommendation of the L.C. Data Processing. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for IBM Compatible Computers for the year 2006 for the L.C. Data Processing, 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:

GATEWAY COMPANIES W/ Westchester Fire Insurance Co. in the amount of 10% of bid is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the IBM COMPATIBLE COMPUTERS FOR THE YEAR 2006 FOR THE L.C. DATA PROCESSING and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: JANUARY 18, 2006

Order#110 – Agenda #69 (Cont'd)

GERRY SCHEUB  
FRANCES DuPEY  
RUDOLPH CLAY

GATEWAY CO.; THINK TANK; CHESTER TECHNOLOGIES

Letter of Recommendation:

December 21, 2005

Lake County Commissioners  
Lake County Government  
2293 N. Main St.  
Crown Point, IN 46307

RE: Award of Bids for IBM Compatible Computers for 2006

Dear Commissioners:

Cenifax is recommending that Gateway be awarded class H-1, H-2, H-3, H-9, H-13, H-17, H-18, H-19, H-20, H-21 for the IBM compatible Micro Computers for 2006. Gateway was the low bidder for these classes.

Cenifax is recommending that Chester, Inc. be awarded class H-10, H-11, H-12, H-15, H-16 for the IBM compatible Micro Computers for 2006. Chester, Inc. was the low bidder for these classes.

Cenifax is recommending that Think Tank be awarded class H-4, H-5, H-6, H-7, H-8, H-14 for the IBM compatible Micro Computers for 2006. Think Tank was the low bidder for these classes.

If you have any questions, please feel free to address them with me at anytime.

Sincerely,

Mark Pearman, Cenifax Executive Director  
Lake County Data Processing

Order#111 – Agenda #70

In the Matter of L.C. Data Processing – Service Agreement with Cenifax Management Services, Inc. for the Lake County Web Project for the year 2006 in an amount not to exceed \$61,375.00.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Data Processing and Cenifax Management Services, Inc. for the Lake County Web Project for the year 2006 in an amount not to exceed \$61,375.00. Motion passed 3-0.

Order#112 – Agenda #71

In the Matter of L.C. Data Processing – Maintenance Agreement No. 329 with Chester, Inc. for the year 2006 in an amount not to exceed \$11,370.00 at the rate of \$2,842.50 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Maintenance Agreement No. 329 between the L.C. Data Processing and Chester, Inc. for the year 2006 in an amount not to exceed \$11,370.00 at the rate of \$2,842.50 per quarter. Motion passed 3-0.

Order#113 – Agenda #72

In the Matter of L.C. Data Processing – Maintenance Agreement with Records Storage Center, Inc. for the year 2006 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Maintenance Agreement between the L.C. Data Processing and Records Storage Center, Inc. for the year 2006 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month. Motion passed 3-0.

Order#114 – Agenda #73

In the Matter of L.C. Data Processing – Maintenance Agreement with Lawson Software, Inc. for the year 2006 in an amount not to exceed \$167,690.74 to be paid as follows: First quarter \$40,892.00, seconded quarter \$40,360.00, third quarter \$43,179.37, fourth quarter \$43,259.37.

Scheub made a motion, seconded by DuPey, to approve the Maintenance Agreement between the L.C. Data Processing and Lawson Software, Inc. for the year 2006 in an amount not to exceed \$167,690.74 to be paid as follows: First quarter \$40,892.00, seconded quarter \$40,360.00, third quarter \$43,179.37, fourth quarter \$43,259.37. Motion passed 3-0.

Order#115 – Agenda #74

In the Matter of L.C. Data Processing – Maintenance Agreement with Collier Computing Company, Inc. for the period of January 16, 2006 t January 15, 2007 in an amount not to exceed \$6,579.64.

Scheub made a motion, seconded by DuPey, to approve the Maintenance Agreement between the L.C. Data Processing and Collier Computing Company, Inc. for the period of January 16, 2006 t January 15, 2007 in an amount not to exceed \$6,579.64. Motion passed 3-0.

## Order#116 – Agenda #75

In the Matter of L.C. Data Processing – Telecommunications Service Agreement with Cenifax Network Solutions, Inc. for the year 2006 in an amount not to exceed \$23,932.20 at the rate of \$1,994.35 per month.

Scheub made a motion, seconded by DuPey, to approve the Telecommunications Service Agreement between the L.C. Data Processing and Cenifax Network Solutions, Inc. for the year 2006 in an amount not to exceed \$23,932.20 at the rate of \$1,994.35 per month. Motion passed 3-0.

## Order#117 – Agenda #76

In the Matter of L.C. Data Processing – Contracts with Link-2-Gov and Payment Tech for the payment processing of the traffic tickets over the Internet for the year 2006.

Scheub made a motion, seconded by DuPey, to approve the Contracts between the L.C. Data Processing and Link-2-Gov and Payment Tech for the payment processing of the traffic tickets over the Internet for the year 2006. Motion passed 2-0, Commissioner Clay absent.

## Order#118 – Agenda #77A-C

In the Matter of L.C. Data Processing – Requests for disposal of computer equipment (L.C. Surveyor, L.C. Criminal Probation Office, and equipment on the hallway along side of Data Processing).

Scheub made a motion, seconded by Clay, to approve the L.C. Data Processing's requests for disposal of computer equipment (L.C. Surveyor, L.C. Criminal Probation Office, and equipment on the hallway along side of Data Processing). Motion passed 3-0.

## Order#119 – Agenda #78A-C

In the Matter of L.C. Building Manager – Requests for property disposal (Hobart Township Assessor, L.C. Recorder, L.C. Surveyor).

DuPey made a motion, seconded by Scheub, to approve the .C. Building Manager's requests for property disposal (Hobart Township Assessor, L.C. Recorder, L.C. Surveyor). Motion passed 3-0.

## Order#120 – Agenda #79

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Cashier's Check #035471 in the amount of \$2,035.00 for improvements in Rothrock Acres.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of a Cashier's Check #035471 in the amount of \$2,035.00 for improvements in Rothrock Acres. Motion passed 3-0.

## LAKE COUNTY PLAN COMMISSION

Date: January 18, 2006  
SUBDIVISION: Rothrock Acres  
BONDING COMPANY: Cashier's Check  
PETITIONER: Philip and Andrea Rothrock

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date. Bond as of this date.

TOTAL: \$2,035.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 18<sup>th</sup> day of January, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
GERRY SCHEUB, COMMISSIONER  
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

## Order#121 - Agenda #80

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit No. 520 in the amount of \$8,635.00 for improvements in Mayer Estates Subdivision.

DuPey made a motion, seconded by Scheub, to approve the of L.C. Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit No. 520 in the amount of \$8,635.00 for improvements in Mayer Estates Subdivision. Motion passed 3-0.

## LAKE COUNTY PLAN COMMISSION

Date: January 18, 2006  
SUBDIVISION: Mayer Estates  
BONDING COMPANY: DeMotte State Bank

Order#121 - Agenda #80 (Cont'd)

PETITIONER: Jeffrey S. and Anna R. Mayer

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date. Bond as of this date.

TOTAL: \$8,635.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 18<sup>th</sup> day of January, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
RUDOLPH CLAY, COMMISSIONER  
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#122 – Agenda #81

In the Matter of L.C. Plan Commission – Cashier’s Check #035439 in the amount of \$3,545.00 for improvements in Schuster Subdivision.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission ‘s Cashier’s Check #035439 in the amount of \$3,545.00 for improvements in Schuster Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: January 12, 2006  
SUBDIVISION: Schuster Subdivision  
BONDING COMPANY: DeMotte State Bank  
PETITIONER: Joseph N. & Henrietta M. Schuster, 1771 White Oak Avenue, Lowell, IN 46356

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date. Bond as of this date.

TOTAL: \$3,545.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 18<sup>th</sup> day of January, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
RUDOLPH CLAY, COMMISSIONER  
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#123 – Agenda #82

In the Matter of L.C. Treasurer – Consulting Contract with John Pangere for Bankruptcy Attorney Services for the year 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the L.C. Treasurer – Consulting Contract with John Pangere for Bankruptcy Attorney Services for the year 2006 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between John Pangere, (hereinafter called “Consultant”) and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the “County”).

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

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

BANKRUPTCY



## Order#123 – Agenda #82 (Cont'd)

- 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:
    - a. Indicate date of service.
    - b. Specify activities in detail to include with whom Consultant met and what work was done.
    - c. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - d. Quantity 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 to be paid quarterly at the end of each quarter, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice 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 even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Billing.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
  - A. This agreement 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.

## Order#123 – Agenda #82 (Cont'd)

- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- D. 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 or 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.
- E. 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.
- F. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **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 service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

CONSULTANT:  
JOHN PANGERE  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#124

In the Matter of Status on the Taxes from Bucko Construction and Vulcan Materials.

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the Status on the taxes from Bucko Construction and Vulcan Materials. Motion passed 3-0.

## Order#125 – Agenda #83

In the Matter of Timber Creek Project.

DuPey made a motion, seconded by Clay, to defer the Timber Creek Project. Motion passed 3-0.

## Order#126 – Agenda #84

In the Matter of Asbestos Abatement – Report & Proposals for Kitchen Replacement in the Planning Department.

The plumbing is just about done. The holding cells will be back in operation by the end of this week.

Scheub made a motion, seconded by Clay, to accept the recommendation of the Asbestos Abatement Consultant to approve Polet Construction with \$5,850.00 for the Cabinetry and electrical work and Keough Mechanical with 1,800.00 for the Plumbing modifications. Motion passed 2-1, Commissioner DuPey against.

Letter of Recommendation:

To: Board of Commissioners of the County of Lake County

## Order#126 – Agenda #84 (Cont'd)

From: John Blosky, Consulting Engineer  
Date: January 18, 2006  
Re: Planning Department – Kitchen Replacement

Dear Commissioners:

The office Kitchen in the Planning Department was not completed when the asbestos abatement and restorative work came to a stop due to the property tax reassessment. Attached, please find two proposals to finish that work. They are from Polet Construction and Keough Mechanical.

The proposal from Polet is the cabinetry and electrical work. The proposal from Keough is for the plumbing modifications. I recommend that you approve both of these proposals in the amount of:

Polet: \$5850.00      Keough: \$1800.00

Please advise.

Respectfully,  
John Blosky

## Order#127 – Agenda #85

In the Matter of Property Sales: Request for permission to hold a Commissioners Sale on June 13 & 14, 2006.

DuPey made a motion, seconded by Clay, to approve the request for permission to hold a Commissioners Sale on June 13 & 14, 2006. Motion passed 3-0.

## Order#128 – Agenda #87

In the Matter of Confirmation Sheets from specification faxed to potential bidders fro the development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana.

Scheub made a motion, seconded by Clay, to accept and make a matter of public record the Confirmation Sheets from specification faxed to potential bidders fro the development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana. Motion passed 3-0.

## Order#129 – Agenda #88

In the Matter of Proposals: L.C. Board of Commissioners – the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana.

Scheub made a motion, seconded by Clay, with the advise of the Lake County Attorney, to accept the recommendation of the Board of Commissioners to approve Maximus, Inc. with \$17,500.00 for one year for the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana. Motion passed 2-1, Commissioner DuPey abstain.

## Order#130 – Agenda #89

In the Matter of Reconsideration for Professional Services Agreement with Manatron, Inc. for the Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00.

DuPey made a motion, seconded by Clay, to deny the Reconsideration for Professional Services Agreement between the L.C. Auditor and Manatron, Inc. for the Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00. Motion passed 3-0.

## Order#131 – Agenda #90

In the Matter of Amended Professional Services Agreement with Nexus Group Inc.

DuPey made a motion, seconded by Clay, to approve the Amended Professional Services Agreement with Nexus Group Inc. Motion passed 2-1, Commissioner Scheub against.

**AMENDED PROFESSIONAL SERVICES AGREEMENT**

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 18 day of January 2006 by and between Nexus Group, Inc. ("Nexus") and the Lake County (Indiana) Commissioners ("Client").

**RECITALS:**

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to annual trending as described in 50 IAC 21 regarding the 2005 real property assessed values, trending of improvement values, trending of land values (except agricultural land), and property class ratio studies. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real

Property Assessment Manual, any subsequent alterations to this document, as well as pertinent and other related adopted rules including, but not limited to, equalization requirements.

- 3. **Compensation.** In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of \$368,000.00. Additional work as requested in writing by other townships not included in this contract shall be invoiced as part of the final payment as described herein. In no event shall the total cost of all such services exceed \$475,000.00 under terms of this contract. Further detail on the breakdown of cost by township and county service is provided in Attachment 1. Invoices in the amounts described below shall be submitted on the following time schedule:

Four (4) months from initiation of work:	\$ 68,000.00
Four (4) months subsequent to first invoice:	\$100,000.00
Five (5) months subsequent to second invoice:	\$100,000.00

The remaining and final contractual payment will be due and payable upon mutual satisfaction of both parties that all contract deliverables have been met. In the event that either party cancels the AGREEMENT, Nexus shall determine the percentage of contracted work that has been completed and submit this information to Client for review and approval. An invoice based on this percentage completion shall be submitted for payment as well. Work performed outside the scope of service in Attachment 1 must be requested by the Client in writing. Such additional work will be invoiced at a rate of \$105.00 per hour. Nexus shall submit an invoice or claim for payment to Client. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be assessed an interest charge of one percent (1%) per month.

- 4. **On-Site Presentations and/or Defense.** Nexus agrees to provide public presentations, defend and/or support any aspect of these Services for an additional fee, commensurate with Nexus' standard hourly rate. Client may request this rate in writing as deemed necessary. If desired by the Client, Nexus agrees to make a public presentation at mutually agreeable dates and times in Lake County to inform and educate the public as to predicted impacts of the trending process and/or the Services detailed hereunder as performed by Nexus. Nexus shall work with the Client to obtain adequate media coverage for these presentations. At no additional expense, Nexus agrees to provide the Client with exemplary documentation for information defense as provided in the Services so that Client may better comment on petitions or other matters.

- 5. **Term, Termination and Suspension.** The term of this AGREEMENT shall commence on the earliest date noted above and shall continue indefinitely until all Services have been provided. Nexus may cancel this AGREEMENT with thirty days notice and for good and just cause. Client may cancel this AGREEMENT at any time with thirty (30) days notice. In the event of cancellation by either party, any and all

- outstanding payments shall likewise be suspended. Further, Client may suspend the provision of Services at his sole discretion, making the payment of any and all outstanding compensation due and payable in Section 3 likewise suspended. At the resumption of Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and a compensation schedule.
6. **Confidentiality**. Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.
  7. **Independent Contractor**. Nexus shall at all times be an independent contractor hereunder, rather than a coverture, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
  8. **Proscribed Activities**. Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Lake County, Indiana.
  9. **Enforcement**. The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
  10. **Governing Law**. The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
  11. **Waiver of Breach**. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
  12. **Entirety**. This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
  13. **Survival**. The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
  14. **Captions**. The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
  15. **Binding Effect**. This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.

16. **Indemnification.** Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.
17. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 4225 N. Illinois Street, Indianapolis, IN 46208 (317-925-7783).
18. **Notices.** All written notices shall be directed, if to Nexus, at: 4225 N. Illinois St., Indianapolis, IN 46208; and if to Client, at: 2293 N. Main Street, Crown Point, IN 46307.
19. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
20. **Non-Discrimination.** Pursuant to IC 22-9-1-10, Nexus and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
21. **Delays.** Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
22. **Subcontracting.** Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
23. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

24. **Maintaining A Drug-Free Workplace.** Nexus hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.
25. **Subject to Appropriation.** This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
26. **Timely Payments.** The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.
27. **Invoice Specificity.** The invoices submitted for payment shall specifically identify the percentage of completion for the County Assessor, Center Township Assessor, Hobart Township Assessor, North Township Assessor, and Ross Township Assessor. For that work performed on an hourly basis for a Township not listed in the preceding sentence, the invoice shall by Township specifically indicate the number of hours of worked in that Township for which payment is sought.
28. **Page Count.** This contract consists of 8 pages including attachment 1.
29. **Blank Space.** The rest of this page contains no paragraphs.



In witness whereof, the undersigned have executed this AGREEMENT effective as of the 14<sup>th</sup> day of December, 2005.

"Nexus"

By: \_\_\_\_\_ Date \_\_\_\_\_  
Frank S. Kelly, President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jeff S. Wuensch, COO

"Client"

By: \_\_\_\_\_ Date 01/18/06  
Rudolph Clay, County Commissioner

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gerry Scheub, County Commissioner

By: Frances Dupey Date 01/18/06  
Frances Dupey, County Commissioner

Attest Peggy Holinga Katona  
Peggy Holinga Katona,  
Lake County Auditor

### Attachment 1

**Nexus Group Deliverables:** Generally, Nexus Group shall perform all trending functions in **Center, Hobart, North and Ross Townships**. All related work, meetings, data transmissions and provisions are included in this contract and are not separately billable. Likewise, all functions of the County Assessor in regards to property class ratio studies is included in this contract and are not separately billable. Trending activities in other townships in Lake County shall be recorded and invoiced as indicated.

1. **Review and Verify Lake County Sales Disclosure Form Database for Center, Hobart, North and Ross Townships.** Verification may include use of MLS data as available (see Lake County deliverables). Verified Sales Disclosure Form Database due within ninety (90) days of provision of data by Client.
2. **Develop Sales/Appraisal Database by Township, Neighborhood, and Property Class in Center, Hobart, North and Ross Townships.**
3. **Review Existing Neighborhood Delineations. Suggest Combinations and/or Re-delineation based on Sales Data in Center, Hobart, North and Ross Townships .** Nexus shall meet with the above-referenced township assessors so as to better understand existing neighborhood designation or assist in developing alternative neighborhood designations.
4. **Stratify all Residential and Agricultural Improvement values in Center, Hobart, North and Ross Townships via a statistical software program so as to meet all requirements of 50 IAC 21 on Annual Adjustments.**
5. **Use cost-based trending factors to trend all commercial and industrial real property improvements in Center, Hobart, North and Ross Townships.** These cost adjustments to be based on a nationally published cost source and made available to Client.
6. **Conduct Ratio Study on all Property Classes (Residential, Commercial, Industrial, Utility, Agricultural, and Vacant Land) in all townships.** Nexus shall provide various statistical analyses of ratio study data, including, but not limited to, various parametric measures of location, central tendency, variance, standard deviation and related. All tests will identify the confidence level associated with the particular test and/or resulting statistic.
7. **As Necessary, Recommend Changes to Assessments by Property Class, Type, and Location (all townships).**
8. **Generate Final Equalization Report to County Assessor on Levels of Assessment & Uniformity by Property Class and Township (all townships).** Due date to be determined based by the Lake County assessor in conjunction with the final requirements of the DLGF.

9. **Generate Final Trended Land Values for all property classes other than Agricultural (ie. Residential, Commercial, Industrial) and assist the Client in defining market areas or neighborhoods in Center, Hobart, North and Ross Townships.**

**Cost Breakdown by County & Township Function:**

County Assessor -	\$ 75,000.00
Center Township Assessor -	\$ 44,000.00
Hobart Township Assessor -	\$ 63,000.00
North Township Assessor -	\$145,000.00
Ross Township Assessor -	\$ 41,000.00

**Lake County Deliverables:**

1. **Provide access to the Lake County Sales Disclosures. Assist in the acquisition of MLS and/or realtor data for verification purposes.** Data will be provided, preferably in electronic format compatible with Microsoft EXCEL or ACCESS.
2. **Provide access to Preliminary and Final Lake County Land Valuation data for the 2005 assessment cycle.** Data will be provided in electronic format, compatible with Microsoft EXCEL.
3. **Provide access to parcel information for all parcels in Lake County.** Nexus shall provide a template detailing the specific data fields required to complete all deliverables. Data will be provided in electronic format, compatible with Microsoft EXCEL. Due within 45 days after the date at which various Lake County assessment officials and service providers have completed all deliverable aspects to make such information accurate and available in electronic format.
4. **Provide detailed County, Township and Neighborhood Maps.** At the earliest convenience.

## Order#132 – Agenda #91

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

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

## Order#133 – Agenda #93

In the Matter of State of Indiana, Indiana Board of Tax Review Invoice #SM2005-5 dated December 30, 2005 in the amount of \$59,179.77.

DuPey made a motion, seconded by Scheub, to approve the State of Indiana, Indiana Board of Tax Review Invoice #SM2005-5 dated December 30, 2005 in the amount of \$59,179.77. Motion passed 3-0.

## Order#134 – Agenda #94

In the Matter of Board of Commissioners - Pest Control Service Agreement with Stay Ready Exterminating Service for the Gary Courthouse for the year 2006 in an amount not to exceed \$8,049.00, with a start up fee of \$840.00 and payments to be made quarterly in the amount of \$1,802.25.

Scheub made a motion, seconded by DuPey, to approve the Pest Control Service Agreement between the Board of Commissioners and Stay Ready Exterminating Service for the Gary Courthouse for the year 2006 in an amount not to exceed \$8,049.00, with a start up fee of \$840.00 and payments to be made quarterly in the amount of \$1,802.25. Motion passed 3-0.

## Order#135 – Agenda #95

In the Matter of Board of Commissioners – Service Agreement with The Performance Companies, Inc. for window cleaning at the East Chicago Courthouse for the year 2006 in an amount not to exceed \$1,269.00 at the rate of \$423.00 per cleaning.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and The Performance Companies, Inc. for window cleaning at the East Chicago Courthouse for the year 2006 in an amount not to exceed \$1,269.00 at the rate of \$423.00 per cleaning. Motion passed 3-0.

## Order#136 – Agenda #96

In the Matter of Board of Commissioners – Service Agreement with The Performance Companies, Inc. for window cleaning at the Gary Courthouse for the year 2006 in an amount not to exceed \$1,728.00 at the rate of \$576.00 per cleaning.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and The Performance Companies, Inc. for window cleaning at the Gary Courthouse for the year 2006 in an amount not to exceed \$1,728.00 at the rate of \$576.00 per cleaning. Motion passed 3-0.

## Order#137 – Agenda #97

In the Matter of Board of Commissioners – Service Agreement with The Performance Companies, Inc. for window cleaning at the Hammond Courthouse for the year 2006 in an amount not to exceed \$1,044.00 at the rate of \$348.00 per cleaning.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and The Performance Companies, Inc. for window cleaning at the Hammond Courthouse for the year 2006 in an amount not to exceed \$1,044.00 at the rate of \$348.00 per cleaning. Motion passed 3-0.

## Order#138 – Agenda #98

In the Matter of Board of Commissioners – Service Agreement with Tri-Electronics, Inc. for telephone service at various County Offices for the year 2006 in an amount not to exceed \$71,474.04 at the rate of \$17,868.51 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and Tri-Electronics, Inc. for telephone service at various County Offices for the year 2006 in an amount not to exceed \$71,474.04 at the rate of \$17,868.51 per quarter. Motion passed 3-0.

## Order#139 – Agenda #99

In the Matter of Board of Commissioners – Service Agreement with Tri-Electronics, Inc. for telephone service at the East Chicago Courthouse for the year 2006 in an amount not to exceed \$2,040.00 at the rate of \$510.00 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and Tri-Electronics, Inc. for telephone service at the East Chicago Courthouse for the year 2006 in an amount not to exceed \$2,040.00 at the rate of \$510.00 per quarter. Motion passed 3-0.

## Order#140 – Agenda #100

In the Matter of Board of Commissioners – Service Agreement with Tri-Electronics, Inc. for telephone service at the Gary Courthouse for the year 2006 in an amount not to exceed \$3,984.00 at the rate of \$996.00 per quarter.

## Order#140 – Agenda #100 (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and Tri-Electronics, Inc. for telephone service at the Gary Courthouse for the year 2006 in an amount not to exceed \$3,984.00 at the rate of \$996.00 per quarter. Motion passed 3-0.

## Order#141 – Agenda #101

In the Matter of Board of Commissioners – Service Agreement with Tri-Electronics, Inc. for telephone service at the Hammond Courthouse for the year 2006 in an amount not to exceed \$2,334.00 at the rate of \$583.50 per quarter.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the Board of Commissioners and Tri-Electronics, Inc. for telephone service at the Hammond Courthouse for the year 2006 in an amount not to exceed \$2,334.00 at the rate of \$583.50 per quarter. Motion passed 3-0.

## Order#142 – Agenda #102

In the Matter of Specifications: Various County Offices and Departments – Printing Class 1, 2, 4, 5, & 8 for the year 2006.

Scheub made a motion, seconded by DuPey, to approve the Various County Offices and Department's Specifications for Printing Class 1, 2, 4, 5, & 8 for the year 2006, and ordered same to be advertised for receiving of bids on Wednesday, February 15, 2006 at 9:30 a.m. Motion passed 3-0.

## Order#143

In the Matter of Specifications.

Scheub made a motion, seconded by Clay, to approve the recommendation of having a Specification meeting for the year 2007. Motion passed 3-0.

## Order#144 – Agenda #103

In the Matter of Notice of Bidders Conference to be held February 1, 2006 at 11:00 a.m. in the Commissioners Courtroom.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the Notice of Bidders Conference to be held February 1, 2006 at 11:00 a.m. in the Commissioners Courtroom. Motion passed 3-0.

## Order#145 – Agenda #104

In the Matter of Emergency Response Team Meeting Schedule for the year 2006.

DuPey made a motion, seconded by Scheub, to accept and made a matter of public record the Emergency Response Team Meeting Schedule for the year 2006. Motion passed 3-0.

## Order#146 – Agenda #105A-D

In the Matter of Official Bonds for Margaret Katona (L.C. Auditor), John S. Matonovich (North Township Assessor), David J. Pastrick (L.C. Coroner), Carl Speichert (Hanover Township Assessor).

DuPey made a motion, seconded by Clay, to approve the Official Bonds for Margaret Katona (L.C. Auditor), John S. Matonovich (North Township Assessor), David J. Pastrick (L.C. Coroner), and Carl Speichert (Hanover Township Assessor). Motion passed 3-0.

## Order#147 – Agenda #105E

In the Matter of Board of Commissioners - Film Location Agreement with A & E Television Networks.

DuPey made a motion, seconded by Scheub, to approve the Film Location Agreement between the Board of Commissioners and A & E Television Networks. Motion passed 3-0.

## Order#148 – Agenda #105F

In the Matter of Cracked Heat Exchanger at the Hammond Courthouse \$3,750.00.

Scheub made a motion, seconded by Clay, to approve the repairs to the Cracked Heat Exchanger at the Hammond Courthouse \$3,750.00. Motion passed 3-0.

## Order#149 – Agenda #105G

In the Matter of Board of Commissioners/L.C. Coroner - Consulting Contract with Michael Bosch for the year 2006 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Board of Commissioners/L.C. Coroner and Michael Bosch for the year 2006 in an amount not to exceed \$3,240.00 at the rate of \$270.00 per month. Motion passed 3-0.

## Order#149 – Agenda #105G (Cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 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 the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

**CONTRACT ATTORNEY**

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

**LAKE COUNTY 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 project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Thousand Two Hundred Forty Dollars (\$3,240.00) for all services require 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.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

## Order#149 – Agenda #105G (Cont'd)

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

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

CONSULTANT:  
MICHAEL BOSCH

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#150 – Agenda #105H

In the Matter of Board of Commissioners/L.C. Sheriff's Merit Board - Consulting Contract with David Gilyan for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month.

## Order#150 – Agenda #105H (Cont'd)

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Commissioners/L.C. Sheriff's Merit Board and David Gilyan for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between DAVID GILYAN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**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 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.
  - E. Consultant shall include the following detailed information on invoices:
    - i. Indicate date of service.
    - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
    - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Three Hundred Dollars (\$6,300.00) for all services require herein at the rate of \$525.00 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.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.



## Order#150 – Agenda #105H (Cont'd)

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

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

DAVID GILYAN  
5544 BROADWAY  
MERRILLVILLE, IN 46410  
(219) 981-2511

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

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

CONSULTANT:  
DAVID GILYAN

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#151 – Agenda #1051

In the Matter of Board of Commissioners/L.C. Community Corrections - Consulting Contract with Randy A. Godshalk for the year 2006 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Commissioners/L.C. Community Corrections and Randy A. Godshalk for the year 2006 in an amount not to exceed \$3,600.00 at the rate of \$300.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 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 the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

**CONTRACT ATTORNEY**

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

**LAKE COUNTY 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 project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Thousand Six Hundred Dollars (\$3,600.00) for all services require 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.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the

## Order#151 – Agenda #1051 (Cont'd)

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

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

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

CONSULTANT:  
RANDY A. GOLDSHALK

Order#151 – Agenda #105I(Cont'd)

FRANCES DUPEY

ATTEST:  
 PEGGY KATONA  
 LAKE COUNTY AUDITOR

Order#152 – Agenda #105J

In the Matter of Board of Commissioners- Consulting Contract with Clorius L. Lay for the year 2006 in an amount not to exceed \$35,983.94 at the rate of \$2,998.67 per month.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Commissioners and Clorius L. Lay for the year 2006 in an amount not to exceed \$35,983.94 at the rate of \$2,998.67 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between CLORIUS L. LAY, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**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:

**PUBLIC WORKS, LABOR ATTORNEY, RECORDER, MAIL ROOM, VETERANS SERVICE, WIEGHTS AND MEASURES, GRIEVANCE REVIEW BOARD, ALL BANKRUPTCY CAES (REPRESENTING ALL COUNTY ENTITIES), ANY ELECTED OFFICIAL OR COUNTY AGENCY NOT SPECIFICALLY IDENTIFIED, QUIET TITLE AND TREASURER PERFECTION FOR ALL ENTITIES. AT COUNTY ON TUESDAY FROM 8:30 A.M. TO 4:30 P.M.**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty Five Thousand Nine Hundred Eighty-Three Dollars and Ninety-Four Cents (35,983.94) for all services require herein at the rate of \$2,998.67 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.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

## Order#152 – Agenda #105J (Cont'd)

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

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

CLORIUS L. LAY  
P.O. BOX 64886  
GARY, IN 46401  
(219) 886-1201

## Order#152 – Agenda #105J (Cont'd)

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

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

CONSULTANT:  
CLORIUS L. LAY

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#153 – Agenda #105K

In the Matter of Board of Commissioners/L.C. Sheriff's Corrections Board- Consulting Contract with Ron Ostojic for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Commissioners/L.C. Sheriff's Corrections Board and Ron Ostojic for the year 2006 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between RON OSTOJIC, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**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 SHERIFF'S CORRECTIONS 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.
- E. Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Three Hundred Dollars (\$6,300.00) for all services require herein at the rate of \$525.00 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.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other

## Order#153 – Agenda #105K (Cont'd)

agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

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

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET

RON OSTOJIC  
6287 CENTRAL ONE  
PORTAGE, IN 46368

## Order#153 – Agenda #105K (Cont'd)

CROWN POINT, IN 46307  
(219) 755-3200

(888) 764-0042  
(219) 764-4349 FAX

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

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

CONSULTANT:  
RON OSTOJIC

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#154 – Agenda #105L

In the Matter of Board of Commissioners- Consulting Contract with George Patrick for the year 2006 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Commissioners and George Patrick for the year 2006 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 18<sup>th</sup> day of January, 2006 Effective from January 1, 2006 to December 31, 2006 by and between GEORGE PATRICK, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

**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:

**ALL PERSONNEL QUESTIONS, GRIEVANCE BOARD, INSURANCE OVERSIGHT AND INSURANCE OVERSIGHT COMMITTEE, PERSONNEL MANUAL, UNEMPLOYMENT CASES. DOES NOT INCLUDE WORKMENS COMPENSATION CASES.**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
  - i. Indicate date of service.
  - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
  - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Tow Thousand Five Hundred Forty Dollars (\$22,540.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.



## Order#154 – Agenda #105L (Cont'd)

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

Order#154 – Agenda #105L (Cont'd)

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

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

GEORGE PATRICK  
HOMETOWN CENTER  
706 MERRILLVILLE ROAD  
CROWN POINT, IN 46307  
(219) 662-7959 PHONE  
(219) 226-9061 FAX

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

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

CONSULTANT:  
GEORGE PATRICK

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

Order#155 – Agenda #106

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, November 16, 2005.

DuPey made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, November 16, 2005. Motion passed 3-0.

Order#156 – Agenda #107

In the Matter of Poor Relief Decisions.

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

- |                    |  |
|--------------------|--|
| Vincent Gooch      | -Approved.   |
| L'Tanya McHenry    | -Denied.   |
| Tamika Shaw        | -Denied.   |
| Wendy Douglas      | -Approved.   |
| Valerie King       | -Denied.   |
| Ronald Kelly       | -Approved on condition.  |
| Michelle Walker    | -Denied.   |
| William Porter     | -Approved. Approved on condition.  |
| Doris Hughes       | -Approved on condition.  |
| Faith Pirtle       | -Remanded to township for further consideration and review.  |
| Paula Rodriguez    | -Approved.   |
| Kenyon Flax        | -Approved on condition.  |
| Barb Biancardi     | -Approved. Approved on condition.  |
| Sandra Wilson      | -Approved.   |
| Christine Jetton   | -Approved on condition.  |
| Kenneth Washington | -Denied.   |
| Sydney Underwood   | -Denied.   |
| Alexia Hardey      | -Denied.   |
| Debora Lampkin     | -Approved on condition.  |
| Diane Vanburen     | -The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown. |
| Anthony Turner     | -Approved. Denied.   |
| Bobby Bland        | -Denied.   |
| Dante Moore        | -Approved on condition.  |
| Iyanna Burns       | -Approved.   |
| Chanel Banby       | -Approved.   |
| LaShawn Carter     | -Approved.   |
| Laterra Patton     | -Denied.   |
| Charlotte Saxton   | -Approved.   |
| Marguell Nunn      | -Approved on condition.  |
| Penny Pamila       | -Denied.   |
| Rene Edmonds       | -Denied.   |
| Bellam Cole        | -Approved.   |
| Mary Carter        | -Approved.   |
| W. Washington      | -Denied for appellant's failure to appear.   |
| I. Hollins         | -Denied for appellant's failure to appear.   |
| C. Jetton          | -Denied for appellant's failure to appear.   |
| M. Morris          | -Denied for appellant's failure to appear.   |
| S. Stone           | -Denied for appellant's failure to appear.   |
| G. Flournoy        | -Denied for appellant's failure to appear.   |
| D. VanBuren        | -Denied for appellant's failure to appear.   |
| Sunceray Newsom    | -Approved.   |
| Rosalinda Navejer  | -Approved on condition.  |
| Ronald Jones       | -Approved on condition.  |

Order#156 – Agenda #107 (Cont'd)

Unis White

-Approved.

Order#157 – Agenda #108

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, January 18, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, January 18, 2006. to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order#158 – Agenda #110

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1276E-1.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1276E-1, Ordinance Amending the L.C. Mileage rate Ordinance for 2006, Ordinance No. 1267E.. Motion passed 3-0.

**ORDINANCE NO. 1267E-1**

**ORDINANCE AMENDING THE LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2006, ORDINANCE NO. 1267E**

**WHEREAS,** on September 8, 2005, the Lake County Council adopted Ordinance No. 1267E, establishing the mileage rate of forty and a half (.40.5) cents per mile for County employees duly entitled to same; and

**WHEREAS,** the Federal Government has increased the Federal mileage rate to forty-four and half (.44.5) cents per mile effective January 1, 2006.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the Lake County Council does establish a mileage rate of forty-four and a half (.44.5) cents per mile for County employees duly entitled to same. This rate is effective from January 1, 2006.

DATED THIS 10th day of JANUARY, 2006.

*Will A. Smith, Jr.*  
WILL A. SMITH, JR., President

RON TABACZYNSKI  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*Elsie Franklin*  
ELSIE FRANKLIN

*Larry Blanchard*  
LARRY BLANCHARD  
*Christine Cid*  
CHRISTINE CID  
*Donald Potrebic*  
DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Francis DuPey*  
*Sam Scheub*  
APPROVED THIS 18th DAY OF JAN 2006

Order#159 – Agenda #110

In the Matter of L. C. Council Ordinances and Resolutions: Ordinance No. 1270A-1.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1270A-1, Ordinance Amending the L.C. Part-time Employees pay rate ordinance for 2006 Ordinance No. 1270A. Motion passed 3-0. Motion passed 3-0.

**ORDINANCE NO. 1270A-1**

**ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2006, ORDINANCE NO. 1270A**

**WHEREAS,** on December 13, 2005, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A; and

**WHEREAS,** the Lake County Council now desires to amend the Ordinance.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be added and adopted as follows:

Section III.

- 24. Lake Circuit Court  
Therapist (maximum 15 hours per week) \$30.00/hr.

SO ORDAINED THIS 10TH DAY OF JANUARY, 2006.

<p><i>Ron Tabaczynski</i> RON TABACZYNSKI</p> <p><i>Thomas O'Donnell</i> THOMAS O'DONNELL</p> <p><i>Elsie Franklin</i> ELSIE FRANKLIN</p>	<p><i>Will A. Smith, Jr.</i> WILL A. SMITH, JR., President</p>	<p><i>Larry Blanchard</i> LARRY BLANCHARD</p> <p><i>Christine CID</i> CHRISTINE CID</p> <p><i>Donald Potrebic</i> DONALD POTREBIC</p>
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Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Frances DuPey*  
*Greg Scheub*  
APPROVED THIS 10 DAY OF Jan 2006

Order#160 – Agenda #110

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1270A-2.

DuPey made a motion, seconded by Scheub, to approve the L.C. Ordinance No. 1270A-2, Ordinance Amending the L.C. Part-time Employees Pay rate Ordinance for 2006, Ordinance No. 1270A.

**ORDINANCE NO. 1270A-2**

**ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2006, ORDINANCE NO. 1270A**

**WHEREAS**, on December 13, 2005, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A; and

**WHEREAS**, the Lake County Council now desires to amend the Ordinance.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be amended and adopted as follows:

Section III.

- 32. Township Assessors \$10.00/hr.
- Real Estate Deputy

SO ORDAINED THIS 10TH DAY OF JANUARY, 2006

*Will A. Smith, Jr.*  
 \_\_\_\_\_  
 WILL A. SMITH, JR., President

*Ron Tabaczynski*  
 \_\_\_\_\_  
 RON TABACZYNSKI

*Thomas O'Donnell*  
 \_\_\_\_\_  
 THOMAS O'DONNELL

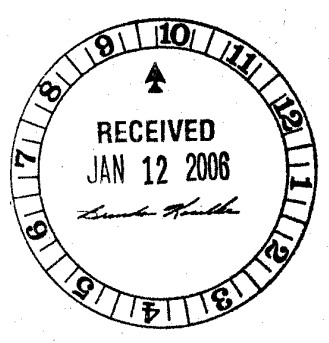
*Elsie Franklin*  
 \_\_\_\_\_  
 ELSIE FRANKLIN

*Larry Blanchard*  
 \_\_\_\_\_  
 LARRY BLANCHARD

*Christine CID*  
 \_\_\_\_\_  
 CHRISTINE CID

*Donald Potrebic*  
 \_\_\_\_\_  
 DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

\_\_\_\_\_  
*Frances DuPey*  
 \_\_\_\_\_  
*Drew Scheub*  
 \_\_\_\_\_  
 APPROVED THIS 20 DAY OF Jan 20 06

Order#161 – Agenda #110

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1031A-9.

DuPey made a motion, seconded by Scheub, to approve the L.C. Ordinance No. 1031A-9, Amendment to the L.C. Self Insurance Fund Ordinance, Ordinance No. 1031A-1. Motion passed 3-0.

**ORDINANCE NO. 1031A-9****AMENDMENT TO THE LAKE COUNTY SELF  
INSURANCE FUND ORDINANCE, ORDINANCE NO. 1031A-1**

**WHEREAS,** on August 13, 1991, the Lake County Council adopted Ordinance No. 1031A-1, establishing the Lake County Self Insurance Fund Ordinance (Lake County Code Section 37.010); and

**WHEREAS,** the Lake County Council now desires to amend the Ordinance.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

Ordinance No. 1031A-1, (Lake County Code Sec. 37.010) establishing the Lake County Self Insurance Funds shall be amended as follows:

**DELETE:**

- (D) There is a \$1,600,000 cap applying to the Hospital/Medical Working Account.

**INSERT:**

- (D) There is a \$2,000,000 cap applying to the Hospital/Medical Working Account.

**DELETE:**

- (E) Upon presentation of an accounting and bank reconciliation of all claims and expenses paid by the Health T.P.A., the Insurance Oversight Committee shall authorize the reimbursement of the Hospital/Medical Working Account to its original cap \$1,600,000 from Fund 514. The Council's line item 411240 "Group Insurance" shall automatically replenish Fund 514 in an amount equal to all monthly claims and expenses paid by the Health T.P.A. Any surplus appropriation existing in line item 411240 shall, before the end of each budget year, be transferred into and become a part of Fund 514.

INSERT:

- (E) Upon presentation of an accounting and bank reconciliation of all claims and expenses paid by the Health T.P.A., the Insurance Oversight Committee shall authorize the reimbursement of the Hospital/Medical Working Account to its original cap \$2,000,000 from Fund 514. The Council's line item 411240 "Group Insurance" shall automatically replenish Fund 514 in an amount equal to all monthly claims and expenses paid by the Health T.P.A. Any surplus appropriation existing in line item 411240 shall, before the end of each budget year, be transferred into and become a part of Fund 514.

SO ORDAINED THIS 10TH DAY OF JANUARY, 2006.

*Will A. Smith, Jr.*  
 \_\_\_\_\_  
 WILL A. SMITH, JR., President

RON TABACZYNSKI  
*Thomas O'Donnell*  
 \_\_\_\_\_  
 THOMAS O'DONNELL  
*Elsie Franklin*  
 \_\_\_\_\_  
 ELSIE FRANKLIN

*Larry Blanchard*  
 \_\_\_\_\_  
 LARRY BLANCHARD  
*Christine Cid*  
 \_\_\_\_\_  
 CHRISTINE CID  
*Donald Potrebic*  
 \_\_\_\_\_  
 DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Lance DePee*  
 \_\_\_\_\_  
*George Schmitt*  
 \_\_\_\_\_  
 APPROVED THIS 18 DAY OF Jan 20 06

Order#162 – Agenda #110

In the Matter of L.C. Ordinance and Resolutions: Ordinance No. 1031A-8.

DuPey made a motion, seconded by Scheub, to approve the L.C. Ordinance No. 1031A-8, Amendment to the L.C. Self Insurance Fund Ordinance, Ordinance No. 1031A-1. Motion passed 3-0.

**ORDINANCE NO. 1031A-8****AMENDMENT TO THE LAKE COUNTY SELF  
INSURANCE FUND ORDINANCE, ORDINANCE NO. 1031A-1**

**WHEREAS**, on August 13, 1991, the Lake County Council adopted Ordinance No. 1031A-1, establishing the Lake County Self Insurance Fund Ordinance (Lake County Code Section 37.010); and

**WHEREAS**, the Lake County Council now desires to amend the Ordinance.

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

Ordinance No. 1031A-1, (Lake County Code Sec. 37.010) establishing the Lake County Self Insurance Funds shall be amended as follows:

**DELETE:**

- (B) Upon presentation of an accounting and bank reconciliation of all claims and expenses paid by the T.P.A. during a month, the Insurance Oversight Committee shall authorize the reimbursement of the Property/Casualty Working Account to its original cap of \$100,000 from Fund 541. The Council's line item 413421 "Property/Casualty Self Insurance," 413422 "Property/Casualty Private Insurance," and 411260 "Workman's Compensation" shall automatically replenish Fund 541 in an amount equal to all monthly claims and expenses paid by the respective T.P.A.'s. Any surplus appropriation existing in line items 413421, 413422, and 411260 shall, before the end of each budget year, be transferred into and become a part of Fund 541.

**INSERT:**

- (B) Upon presentation of an accounting and bank reconciliation of all claims and expenses paid by the T.P.A. during a month, the Insurance Oversight Committee shall authorize the reimbursement of the Property/Casualty Working Account to its original cap of \$150,000 from Fund 541. The Council's line item 413421 "Property/Casualty Self Insurance," 413422 "Property/Casualty Private Insurance," and 411260 "Workman's Compensation" shall automatically replenish Fund 541 in an amount equal to all monthly claims and expenses paid by the respective T.P.A.'s. Any surplus appropriation existing in



line items 413421, 413422, and 411260 shall, before the end of each budget year, be transferred into and become a part of Fund 541.

SO ORDAINED THIS 10th DAY OF JANUARY, 2006.

*Will A. Smith, Jr.*  
WILL A. SMITH, JR., President

RON TABACZYNSKI  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*Elsie Franklin*  
ELSIE FRANKLIN

*Larry Blanchard*  
LARRY BLANCHARD  
*Christine Cid*  
CHRISTINE CID  
*Donald Potrebic*  
DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis Delpy*  
*Greg Schenk*  
APPROVED THIS 17 DAY OF Jan 20 06

Order#163 – Agenda #111

In the Matter of Annual Appointments.

Commissioner DuPey nominated Commissioner Clay to stay on the Northwest Indiana Regional Planning Commission. Commissioner Clay nominated Commissioner DuPey to stay on the Redevelopment Commission.

Scheub made a motion, seconded by DuPey, to approve that all the appointments stay the same as last year, except Commissioner Scheub went on the Jail Oversight Committee. Motion passed 3-0.

Order#164 – Agenda #112A

In the Matter of Treasurer's Report for the month of July & August, 2005.

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 July & August, 2005. 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.

Scheub made a motion, seconded by DuPey, to accept the above Treasurer's Reports of July & August, 2005 as submitted. Motion passed 3-0.

Order#165 – Agenda #109

In the Matter of Vendor Qualifications.

DuPey made a motion, seconded by Scheub, to defer the following Vendor Qualifications Affidavit. Motion passed 3-0.

BISHOP NOLL INSTITUTE

Scheub made a motion, seconded by Clay, to approve and make a matter of public record the following Vendor Qualifications Affidavits. Motion passed 2-0, Commissioner DuPey absent.

TRANS TECH ELECTRIC, L.P.  
FIRSTMED  
ABE GOMEZ INTERPRETING  
ARAMSCO, INC.  
CARGILL INC.  
CUSTOM CONSTRUCTION  
BANIO P. KOROMA M.D.  
COMMUNITY RESOURCES, INC.  
GALAXY TRAVEL, INC.  
RUBINO'S ARCHITECTURAL ACOUSTIC CO., INC.

The following officials were Present:  
Attorney John Dull  
Jim Bennett  
Marcus Malczewski  
Bill Henderson  
Brenda Koselke

The next Board of Commissioners Meeting will be held on Wednesday, February 15, 2006 at 10:00 A.M.

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

\_\_\_\_\_  
RUDOLPH CLAY, PRESIDENT

\_\_\_\_\_  
FRANCES DUPEY

\_\_\_\_\_  
GERRY SCHEUB

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR