

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 2nd day of March, 2012 at about 4:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 2nd day of March, 2012 at about 4:15 p.m.

Order #1 Agenda #5A

In the Matter of Permission to open Bids/Proposals.

Allen made a motion, seconded by DuPey, to approve the opening of the Bids/Proposals. Motion carried.

Order #2 Agenda #5C-E

In the Matter of Deletions to Agenda for a Special Meeting; Approval of Final Agenda; Public Record of Certificate of Service of Meeting Notice.

Allen made a motion, seconded by DuPey, to approve the deletions of Number 13, Number 35, and ordered same to approve the Final Agenda and the Certificate of Service of Meeting Notice to those who have made such written request, a matter of public record. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda: Items 16, 36A, 36B, 36C, 36D, 36E, 40, and 41A.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Items of the Consent Agenda (Items 16, 36A, 36B, 36C, 36D, 36E, 40 & 41A). Motion carried.

Order #3 Consent Agenda #16

In the Matter of L C Sheriff – Gasoline Bid documentation for the month of February, 2012.

DuPey made a motion, seconded by Allen, to make a matter of public record the documentation submitted by the L C Sheriff for gasoline bids for the month of February, 2012. Motion carried.

Order #3 Consent Agenda #36A

In the Matter of IDEM: Indiana Department of Environmental Management

DuPey made a motion, seconded by Allen, to make a matter of public record the notices of the IDEM – Indiana Department of Environmental Management (Dover Chemical; BP Products North America, Inc.; Hamilton Square Development, LLC; Pentwater Development, LLC; Crown Point Center, LLC; Larson-Danielson Construction Co., Inc.; Prazair, Inc.; Gary Sanitary Landfill; Halstab Division of Hammond Group; Amsted Rail Company, Inc.; AKJ Industries, Inc.; Davis Petroleum). Motion carried.

Order #3 Consent Agenda #36B

In the Matter of IDEM: Certificates of Liability Insurance

DuPey made a motion, seconded by Allen, to make a matter of public record the notices of the IDEM – Certificates of Liability Insurance (Bambi's Roofing, Inc.; Millies Engineering Group; GT Mechanical Projects & Design, Inc.; Oak Lawn Blacktop Paving Company, Inc.; Mediacom Indiana, LLC; Daniel Lyzenga; KDM Construction Services LLC). Motion carried.

Order #3 Consent Agenda #36C

In the Matter of IDEM: Continuation Certificates

DuPey made a motion, seconded by Allen, to make a matter of public record the notices of the IDEM – Continuation Certificates (Ortman Drilling, Inc.). Motion carried.

Order #3 Consent Agenda #36D

In the Matter of IDEM: Reinstatement Notices

DuPey made a motion, seconded by Allen, to make a matter of public record the notices of the IDEM – Reinstatement Notices (Watts Roofing & Repair LLC; JIF Paving, Inc.; Crestwood Tower Services, Inc.; Dalco Services Corp.; Carta Concrete Construction, Inc.). Motion carried.

Order #3 Consent Agenda #36E

In the Matter of IDEM: Cancellation Memos

DuPey made a motion, seconded by Allen, to make a matter of public record the notices of the IDEM – Cancellation Memos (RAM Finishes, Inc.; CHS Construction & Restoration, LLC; Penny's Construction LLC; Sammson Concrete & Construction, Inc.; Bejar LLC; Watts Roofing & Repair LLC; CWI Holdings LLC; Hoosier Fence Corporation; All Masonry; Grimmers Service Inc.; Heng Sik Park; Sloanes Landscaping and Nursery, Inc.; WesTower Communications, Inc.-FL; Thompson Thrift Construction, Inc.; Cardinal Mechanical Services, Inc.). Motion carried.

Order #3 Consent Agenda #40

In the Matter of Vendor Qualification Affidavits

DuPey made a motion, seconded by Allen, to approve the following Vendor Qualification Affidavits. Motion carried.

- GnA ASSESSMENT PROFESSIONALS
- CROWN METAL FABRICATORS & ERECTORS, INC.
- CUSTOM CRAFT, LLC
- LARSON-DANIELSON CONSTRUCTION CO., INC.
- OLTHOFF, INC.
- FIVE STAR FLOORING
- WINTER EQUIPMENT CO.
- ESCO IMPORTS, INC.
- KNICKERBOCKER PARTITION CORP.
- RICHARD PAUL SMYERS
- TECHNA VENTURE, INC.
- HAMSTRA WIERS, LLC
- CHRISTOPHER J. YUKIN
- I.D. PLUS MARKETING
- PHYSICIANS SALES & SERVICE
- UNITED PRISON EQUIPMENT
- WIERS CHEV-CAD-GMC

Order #3 Consent Agenda #41A

In the Matter of Treasurer's Departmental Report for the month of January, 2012.

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 January 2012. 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.

DuPey made a motion, seconded by Allen, to accept the above Treasurer's Report of January 2012 as submitted. Motion carried.

Order #4 Agenda #6

In the Matter of Board of Commissioners Resolution Honoring Jason Tsirtsis Four Time Indiana State Wrestling Champion.

At this time the Board of Commissioners presented an Honorary Resolution to Jason Tsirtsis, whom was present with family, for his accomplishment of Four Time Indiana State Wrestling Champion, upon a motion made by Allen, seconded by DuPey, the resolution is hereby approved. Motion carried.

Order #5 Agenda #19

In the Matter of L C Board of Elections and Registration – RFP: Moving of the Voting Machines for the May 8, 2012 Primary Election.

This being the day, time and place for the receiving of proposals for the moving of the voting machines for the May 8, 2012 Primary Election, for the L C Board of Election and Registration, the following proposals were received:

On-Time Distribution	\$23.00/machine	\$98/hr	\$20.00/delivery & pick-up per polling site
Ferree Movers	\$23.00/machine	\$120/hr \$10 precinct	\$10/delivery & \$10/pick-up per precinct

At this time, Sally LaSota, Director of L C Board of Elections and Registration, comes now, before the Board of Commissioners, recommending the acceptance of both proposals, DuPey made a motion, seconded by Allen, to accept the recommendation and award On-Time Distribution and Ferree Movers the bid for the moving of the voting machines for the May 8, 2012 Primary Election for the amounts listed above. Motion carried.

Order #6 Agenda #8 & #9

In the Matter of L C Community Economic Development Department – Public Hearing concerning FY2012 CDBG Allocation; Resolution authorizing and directing the President of the Lake County Board of Commissioners to submit a projects proposal for Community Development Block Grant Funds for Federal Fiscal Year 2012.

At this time, Board President, opened the meeting as a Public Hearing, calling any of those present who wish to speak for or against FY2012 CDBG Allocation.....1 party present spoke - for.....calling for any others.....hearing none, Public Hearing closed.

Commissioner DuPey made a motion, seconded by Commissioner Allen, to approve L C Community Economic Development Resolution authorizing and directing the President of the Lake County Board of Commissioners to submit a projects proposal for Community Development Block Grant Funds for Federal Fiscal Year 2012. Motion carried.

Order #7 Agenda #10

In the Matter of L C Highway Department – Contract for Bituminous Materials and Surface Milling (Delivered and Applied). Recommendation to Walsh & Kelly in the amount of \$1,200,400.00.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Walsh & Kelly Inc.**, 1700 E. Main Street, Griffith, IN 46319, with \$1,200,400.00, being the lowest, most responsive bidder for Bituminous Materials and Surface Milling (Delivered and Applied), upon a motion made by DuPey, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials and Surface Milling (Delivered and Applied) for the year 2012 for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

Order #7 Agenda #10 (cont'd)

WALSH & KELLY INC. W/ *FEDERAL INSURANCE COMPANY* in the amount of 10% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS AND SURFACE MILLING (DELIVERED AND APPLIED) FOR THE LAKE CO. HIGHWAY FOR \$1,200,400.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 9, 2012

ROOSEVELT ALLEN, Jr. WALSH & KELLY INC.
GERRY SCHEUB
FRANCES DuPEY

Order #8 Agenda #11

In the Matter of L C Highway Department – Contract for Bituminous Materials and Surface Milling (Picked Up). Recommendation to Walsh & Kelly in the amount of \$119,250.00.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Walsh & Kelly Inc.**, 1700 E. Main Street, Griffith, IN 46319, with \$119,250.00, being the lowest, most responsive bidder for Bituminous Materials and Surface Milling (Picked Up), upon a motion made by DuPey, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials and Surface Milling (Picked Up) for the year 2012 for the L.C. Highway, 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:

WALSH & KELLY INC. W/ *FEDERAL INSURANCE COMPANY* in the amount of 10% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS AND SURFACE MILLING (PICKED UP) FOR THE LAKE CO. HIGHWAY FOR \$119,250.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 9, 2012

ROOSEVELT ALLEN, Jr. WALSH & KELLY INC.
GERRY SCHEUB
FRANCES DuPEY

Order #9 Agenda #12

In the Matter of L C Highway Department – Contract for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied). Recommendation to Town and Country Construction, Inc. in the amount of \$319,500.00.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Town and Country Construction, Inc.**, 6049 Work Street, DeMotte, IN 46310, with \$319,500.00, being the lowest, most responsive bidder for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied), upon a motion made by DuPey, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for the year 2012 for the L.C. Highway, 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:

TOWN AND COUNTRY CONSTRUCTION INC. W/ *FIDELITY & DEPOSIT COMPANY OF MARYLAND* in the amount of 10% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS FOR ROADWAY PATCHING, BRIDGE DECK AND APPROACH OVERLAYS (DELIVERED AND APPLIED) FOR THE LAKE CO. HIGHWAY FOR \$319,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 9, 2012

ROOSEVELT ALLEN, Jr. TOWN AND COUNTRY CONSTRUCTION INC.
GERRY SCHEUB
FRANCES DuPEY

Letter of Recommendation

March 10, 2012

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

ATTN: Gerry J. Scheub, President

RE: 2012 Annual Asphalt Bid

Dear Mr. President:

Letter of Recommendation (cont'd)

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest, most responsive bid, which has met our specifications. The recommended bid is highlighted and marked with an asterisk.

Bituminous Materials and Surface Milling (Delivered and Applied)

* Walsh & Kelly	\$1,200,400.00
Rieth-Riley Construction Co.	\$1,318,750.00

Bituminous Materials and Surface Milling (Picked Up)

* Walsh & Kelly	\$119,250.00
Town & Country Construction	\$120,000.00
Rieth-Riley Construction Co.	\$122,250.00

Bituminous Materials for Roadway Patching and Bridge Decks (Delivered and Applied)

* Town & Country Construction	\$319,500.00
Walsh & Kelly	\$367,750.00
Rieth-Riley Construction Co.	\$415,750.00

Seal Coat (Chip and Seal)**Recommendation deferred.**

We are recommending the acceptance of the above mentioned bids.

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

cc: Jill A. Stochel, Assistant Superintendent
2012 bid file

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
FRANCES DuPEY
ROOSEVELT ALLEN, Jr.
GERRY SCHEUBvd
APPROVED THIS 9TH DAY OF March 20 12

Order #10 Agenda #14

In the Matter of L C Highway – Proposals: Tree Removal Services for Lake County Bridge #262, Edmond Street over Plum Creek, Dyer, Indiana under advisement. Letter of Recommendation for Clemons Tree Service in the amount of \$3,500.00.

DuPey made a motion, seconded by Allen, to accept the recommendation to approve Clemons Tree Service to provide Tree Removal Services for Lake County Bridge #262, Edmond Street over Plum Creek in Dyer, Indiana for the Lake County Highway Department in the amount of \$3,500.00. Motion carried.

Order #11 Agenda #15

In the Matter of L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract EDS #: A249-10-321044 Des. No.: 0600753 between the State of Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Rehabilitation of Lake County Bridge #364, Poplar Lake over Hart Ditch. Revised agreement increases the amount of Federal Funds available to \$920,000.00.

DuPey made a motion, seconded by Allen, to approve the Indiana Department of Transportation – Local Public Agency Project Coordination Contract EDS #: A249-10-321044 Des. No.: 0600753 between the State of Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Rehabilitation of Lake County Bridge #364, Poplar Lake over Hart Ditch. Revised agreement increases the amount of Federal Funds available to \$920,000.00. Motion carried.

Order #12 Agenda #17

In the Matter of L C Sheriff – Consulting Contract with Victoria Charleston for group counseling services as needed for addiction recovery women's work release inmates for the year 2012 in an amount not to exceed \$4,000.00 payable at the rate of \$40.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with Victoria Charleston on behalf of the Lake County Sheriff for group counseling services as needed for addiction recovery women's work release inmates for the year 2012 in an amount not to exceed \$4,000.00 payable at the rate of \$40.00 per hour. Motion carried.

Order #13 Agenda #18

In the Matter of L C Sheriff – Request for permission to purchase two (2) 15 passenger White Ford 2011 E350 Vans from Paul Heuring Ford in Hobart, Indiana in the amount of \$51,000.00 less the trade in one (1) 2007 Sprinter Van, Vin #WDOPF345875219619 in the amount of -\$20,000.00 for a net cost of \$31,000.00.

DuPey made a motion, seconded by Allen, to approve the purchase of two (2) 15 passenger White Ford 2011 E350 Vans from Paul Heuring Ford in Hobart, Indiana in the amount of \$51,000.00 less the trade in one (1) 2007 Sprinter Van, Vin #WDOPF345875219619 in the amount of -\$20,000.00 for a net cost of \$31,000.00 for the Sheriff's Department. Motion carried.

Order #14 Agenda #20

In the Matter of L C Local Emergency Planning Committee – Website Development Agreement with Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Local Emergency Planning in an amount not to exceed \$4,800.00 at the rate of \$100.00 per hour payable in two installments of \$2,400.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Local Emergency Planning Commission.

Order #14 Agenda #20 (cont'd)

DuPey made a motion, seconded by Allen, to approve the Website Development Agreement with Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Local Emergency Planning in an amount not to exceed \$4,800.00 at the rate of \$100.00 per hour payable in two installments of \$2,400.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Local Emergency Planning Commission. Motion carried.

LOCAL EMERGENCY PLANNING COMMITTEE WEB-SITE DEVELOPMENT

This Agreement, made this day of 9th day of March 2012, by and between Cenifax Management Services, Inc., an Indiana Corporation (hereinafter referred to as "Contractor") and Lake County, Indiana (hereinafter referred to as "County").

WITNESSETH THAT:

Whereas, Contractor, agrees to supply County with the professional services of its staff on an independent contractor basis to perform such services necessary to develop the Local Emergency Planning Committee Web-Site.

And whereas, County agrees to contract with Contractor as an independent contractor to provide services, as described herein.

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Scope of Services

Contractor shall follow and enforce all County policies, procedures and ordinances relating to management and usage of the County computer systems hardware and network.

Contractor shall provide and make available to County such resources as shall be necessary to perform the services called for by this Agreement.

All work shall be performed in a professional manner by employees of Contractor having a level of skill in each area commensurate with the requirements of the scope of work to be performed.

Contractor shall assume the responsibility for the management and provision of adequate personnel in order to provide the necessary services to develop the LEPC Website for Local Emergency Planning Commission.

This agreement provides for the development of the Local Emergency Planning Committee Web-Site. Changes identified where the specifications documented do not specifically address the requirement now requested will be considered as enhancements. Enhancements must go through documentation, cost estimate and the approval of the statement of work before any work can begin or be charged.

Order #14 Agenda #20 (cont'd)

Contractor Responsibilities:

Provide all work listed on Attachment "A" Statement of Work

2. Term of Agreement

The term of this agreement shall be from the date the contract is entered into by Cenifax Management Services, Inc and the Lake County Commissioners until the development of the Local Emergency Planning Committee Web-Site is completed and the designated representative of the Local Emergency Planning Commission accepts the system in writing.

Upon termination of this agreement for any reason, Contractor shall promptly return to County all copies of any County data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the County. Contractor shall also furnish to County all work in progress or portions thereof, including all incomplete work.

The County shall have the right to terminate this Agreement at any time. As a pre-condition of cancellation, County shall be required to take formal action by the Board of Commissioners.

3. Payment

The County shall pay Contractor at an hourly rate not to exceed \$100.00 (One Hundred Dollars) per hour for services rendered by Contractor, a sum not to exceed \$4,800.00.

The project will be billed in two installments of \$2,400.00. The first installment will be billed upon execution of this contract and the second \$2,400.00 to be paid upon written acceptance of the designated representative of the Local Emergency Planning Commission. Contractor shall submit billings, along with time sheets for services described herein. Any interest for late payment shall be governed by the provisions of In. Code 5-17-5-1 et seq.

4. Confidential Information

Any information furnished by County to Contractor in the performance for work hereunder shall be the property of County and shall be used only in the performance of work under this Agreement. Contractor will keep secret and confidential such information and will not disclose it to any third parties without County's prior written consent. None of the following information shall be confidential information:

- Information that is or becomes part of the public domain;
- Information, which was already in the possession of Contractor at the time of any disclosure
- Information first disclosed to the Contractor by County that subsequently is disclosed to the Contractor by a **third party** as a matter of right.

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5. Patent, Copyright and Trade Secret Indemnity

Contractor warrants that any product or service or part thereof used in performance of the work, including, but not limited to, applications software, systems software, or system design furnished under this Agreement shall not infringe on any United States patent, copyright, trade secret or other proprietary right covering such products or service. Contractor will indemnify and hold the County harmless, including all attorneys' fees, from suits arising out of such claims, upon prompt notification from the Court of such claims.

6. Warranties

Contractor hereby warrants with respect to the Lake County Electronic Court Case Filing System services provided pursuant to this Agreement that the Contractor will furnish competent technical, management and clerical personnel. The foregoing warranties are in lieu of all warranties expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.

7. Liability and Limitation of Remedies

Contractor's sole liability under this Agreement shall be to replace, repair, reconstruct or redevelop and service, a system or program furnished by Contractor pursuant to this Agreement that is destroyed, lost, damaged, injured, or inoperative as a result of the sole failure by Contractor, its agents, servants, or employees to exercise reasonable care in their performance of this Agreement. County shall be responsible for providing back up to its own systems, programs and input supplied to Contractor pursuant to this agreement.

In no event will Contractor be liable for: (a) any damages arising from its performance or nonperformance caused by County's failure to perform; or (b) any consequential or special damages or injuries sustained by County or any third parties including, but not limited to: loss of profits, any damages or injuries resulting from any interruption in, loss of use of or malfunction of any service, system, program or equipment. Contractor shall comply with applicable County ordinances and policies relating to payroll. Contractor shall make sure its employees always observe security and safety policies of the County.

8. Facilities and Service Provided by the County

The County will provide, at no cost to the Contractor, working space, computer machine time, and such other materials, facilities and any equipment necessary in connection with the performance under this Agreement. The County shall provide at no cost to the Contractor, computer machine time for site staff development and staff education and training.

The Contractor shall have the right to occupy without charge during the term of this Agreement all space and facilities necessary for Contractor to perform its services as prescribed in this Agreement.

In the event of a disaster, the County, which is self insured, shall replace the full value of all the buildings, computer equipment and supplies used by the Contractor to provide the services outlined in this Agreement. Additionally, the County may provide at its expense general liability coverage in accordance with the laws of the State of Indiana.

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Order #14 Agenda #20 (cont'd)

9. Access

The Contractor's authorized personnel, and any other parties approved by the County and authorized by the Contractor, shall have access to any facility on a seven (7) day a week, twenty-four (24) hour basis for all reasonable purposes under this Agreement.

The County shall provide to the Contractor reasonable access to the County's employees to learn the County's requirements needed to fulfill the Contractor's contractual obligations.

10. Ownership and Distribution of Materials

The Contractor agrees that the County retains the right to all facilities, documents, data, equipment or any other such materials or property except that which was furnished by the Contractor or third parties who will be entitled to retain such rights themselves, unless otherwise agreed.

11. Equal Opportunity and Affirmative Action

The Contractor agrees by the execution of this Agreement that in regard to its operations that 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 services are applicable, and Contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical disability, political affiliation, race, religion and sex.

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 the non-discrimination provision of this Agreement may be regarded as a material breach of the Agreement.

12. Force Majeure

(a) Contractor's Inability to Perform. Contractor shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes that could not with reasonable diligence be controlled or prevented by Contractor.

(b) County's insufficient Funding. County believes that sufficient funds can be obtained to pay all amounts due Contractor throughout the term of this Agreement from the Website Maintenance Fund and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from the Website Maintenance Fund. It is the County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefore and in that regard County represents and warrants to contractor that the services to be performed by Contractor hereunder are essential to its proper, efficient and economic operation. In the event insufficient fund are available in the Website Maintenance Fund in any month for which payments are due under this Agreement, then County will immediately notify Contractor of such occurrence and Contractor may either: (i) reduce its staffing and level of services to the amount budgeted, or (ii) notify County that this Agreement will expire effective on the last day of the third month following such notice. Contractor shall be relieved of any responsibility for maintenance or repair for said system and be held harmless by the "County" or any of its offices until such time as payments are caught up.

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13. Termination

(a) This Agreement may be terminated by either party hereto in the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (i) one-hundred twenty (120) days after receipt of such notice, unless the default is cured or material remedial steps have been taken to cure said default within one-hundred twenty (120) days after receipt of such notice; or (ii) one-hundred twenty (120) days after the County's receipt of written notice from Contractor notifying County of its failure to make payment due hereunder within one-hundred twenty (120) days after receipt of invoice.

In the event the default complained of is cured or material remedial steps have been taken to cure said default within said one-hundred twenty (120) day period, or if the default is for nonpayment, such payment is received by Contractor within the aforementioned one-hundred twenty (120) days, this Agreement shall continue as if such notice had not been given. Any transfer or sale of stock or any interest by Contractor will not Terminate this agreement. If said default is cured within 120 days by either party, said acceptance of cure will be acknowledged in writing by the non-defaulting party, acknowledging compliance of the terms.

(b) Within one-hundred twenty (120) days after the expiration date or any earlier termination of this Agreement, Contractor shall submit an invoice to County for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date.

14. Risk of Loss

The County shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Contractor. County acknowledges and understands that the services to be provided by Contractor under this Agreement do not include provision of any disaster recovery facility in the event that County's data processing operations should be interrupted or terminated, in whole or in part. County is further hereby advised that Contractor recommends that County enter into an agreement with a third party provider to so obtain access to and a right of use for such disaster recovery facility.

15. Liability and Limitation of Liability: Disclaimer of Warranties

The County shall maintain adequate supporting material to enable Contractor to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or malfunction of any data, service, system or program due to the sole negligence of Contractor, Contractor's sole liability therefore shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at Contractor's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the County's supporting material in the method reasonably agreeable to both parties for such actions. In the event the County has failed to maintain adequate supporting material, Contractor's liability shall be strictly limited to the same cost of replacement, at Contractor's then current rates, as if the County has so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to Contractor. Contractor shall not be liable for any damages resulting or arising from County's failure to perform its obligations hereunder.

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Order #14 Agenda #20 (cont'd)

Contractor neither makes nor assumes nor authorizes any person to make or assume for it, and hereby specifically disclaims, any and all warranties whatsoever, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, in connection with the sale, license, or use of any service, system program or equipment under this agreement.

16. Independent Contractor

The Contractor, its employees, agents and subcontractors are and at all times shall be and remain an Independent Contractor and not an employee or agents of the County. The Contractor shall at its own expense comply with all applicable worker's compensation, unemployment insurance, employer's liability, minimum wage, and other Federal, State, County, and municipal laws, ordinances, rules, regulations, and orders.

17. Controlling Law and Compliance with Laws

This Agreement shall be construed according to the laws of the State of Indiana. If any section, subsection, or other provision of this Agreement shall be determined to be unlawful, invalid or unenforceable, such section or subsection or other provisions shall be severed from this agreement, but every other section, subsection and provision of this Agreement shall remain in full force and effect. The waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of a subsequent breach thereof or a waiver of the breach of any other provision of this Agreement.

18. Headings

All headings contained in this Agreement are only for purposes of reference and are of no legal force and effect.

19. Taxes

Taxes on the net income of the Contractor are not the responsibility of the County.

20. Conflicts and Disputes

Should any dispute occur between parties arising out of or related to this Agreement, or their rights and responsibilities to each other, the matter should be settled and determined by arbitration under the current rules of the America Arbitration Association providing that the arbitrator selected shall be knowledgeable in the field of computers and data processing.

21. No Assignment

This Agreement shall be binding upon and inure to the benefit to the Contractor, its successors and assigns, and of the County, its successors and assigns provided, however, that the Contractor may not assign this Agreement, in whole or in part, without the prior written consent of the County.

22. Alterations

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, whether by agreement of the parties or by custom, course of dealing or trade practice, shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

6

23. No Third Party Beneficiaries

Nothing contained in this agreement shall be construed to give any person other than the Contractor and County any legal or equitable right, remedy or claim under or with respect to this Agreement.

24. Incorporation by Reference

Any Exhibits attached hereto are integral parts of and are hereby incorporated by reference into this Agreement and made a part hereof.

25. Copies of Agreement

This Agreement can be executed in any number of copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26. Right to Subcontract

Contractor shall have the right to enter into subcontractors with other parties to provide certain of the services to be provided by the Contractor under this Agreement, although Contractor shall remain responsible to the County for the performance of any services performed by the subcontractor.

27. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and incorporates all provisions in all other previous agreements. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound. Any supplement to or substitution will clearly state how and where contract is modified. Same will be applied to existing contract and shall be incorporated as if originally drafted. Legal representatives must sign for both parties. Any notices required in this contract must also be done in writing.

28. Severability

Each provisions of this Agreement shall be severable from the whole. If any provisions of this Agreement shall be found contrary to law, the remainder of the Agreement shall continue in full force.

7

Order #14 Agenda #20 (cont'd)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CONTRACTOR:
Cenifax Management Services, Inc.

COUNTY:
The Board of Commissioners of the
County of Lake, State of Indiana:

By: 
MARK PEARMAN

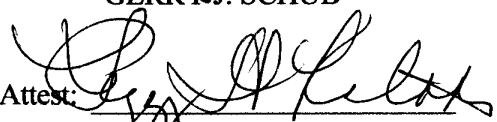
By: 
ROOSEVELT ALLEN, JR.

Title: EXECUTIVE DIRECTOR

By: 
FRAN DuPEY

Date: 2/1/12

By: 
GERRY J. SCHUB

Attest: 

By: 
KEVIN DOOLIN

Date: 3-20-12

Title: CHAIRMAN OF THE LEPC

Date: 3/1/12

Order #15 Agenda #21

In the Matter of L C Data Processing – Agreement for the Development of Lake County Voters Registration Website between Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Board of Elections and Registration in an amount not to exceed \$4,000.00 at the rate of \$100.00 per hour payable in two installments of \$2,000.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Lake County Board of Elections and Registration Department.

DuPey made a motion, seconded by Allen, to approve the Agreement for the Development of Lake County Voters Registration Website between Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Board of Elections and Registration in an amount not to exceed \$4,000.00 at the rate of \$100.00 per hour payable in two installments of \$2,000.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Lake County Board of Elections and Registration Department. Motion carried.

Order #15 Agenda #21 (cont'd)

DEVELOPMENT OF LAKE COUNTY VOTERS REGISTRATION WEBSITE

This Agreement, made this day of 9th day of March 2012, by and between Cenifax Management Services, Inc., an Indiana Corporation (hereinafter referred to as "Contractor") and Lake County, Indiana (hereinafter referred to as "County").

WITNESSETH THAT:

Whereas, Contractor, agrees to supply County with the professional services of its staff on an independent contractor basis to perform such services necessary to develop the Lake County Voter Registration Website.

And whereas, County agrees to contract with Contractor as an independent contractor to provide services, as described herein.

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Scope of Services

Contractor shall follow and enforce all County policies, procedures and ordinances relating to management and usage of the County computer systems hardware and network.

Contractor shall provide and make available to County such resources as shall be necessary to perform the services called for by this Agreement.

All work shall be performed in a professional manner by employees of Contractor having a level of skill in each area commensurate with the requirements of the scope of work to be performed.

Contractor shall assume the responsibility for the management and provision of adequate personnel in order to provide the necessary services to develop the Lake County Voter Registration Website.

This agreement provides for the development of the Lake County Voter Registration Website. Changes identified where the specifications documented do not specifically address the requirement now requested will be considered as enhancements. Enhancements must go through documentation, cost estimate and the approval of the statement of work before any work can begin or be charged.

Contractor Responsibilities:

Provide all work listed on Attachment "A" Statement of Work

2. Term of Agreement

The term of this agreement shall be from the date the contract is entered into by Cenifax Management Services, Inc and the Lake County Commissioners until the development of the Lake County Voter Registration Website is completed and the designated representative of the Lake County Voter Registration Department accepts the system in writing.

Upon termination of this agreement for any reason, Contractor shall promptly return to County all copies of any County data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the County. Contractor shall also furnish to County all work in progress or portions thereof, including all incomplete work.

The County shall have the right to terminate this Agreement at any time. As a pre-condition of cancellation, County shall be required to take formal action by the Board of Commissioners.

3. Payment

The County shall pay Contractor at an hourly rate not to exceed \$100.00 (One Hundred Dollars) per hour for services rendered by Contractor, a sum not to exceed \$4,000.00.

The project will be billed in two installments of \$2,000.00. The first installment will be billed upon execution of this contract and the second \$2,000.00 to be paid upon written acceptance of the designated representative of the Voters Department. Any interest for late payment shall be governed by the provisions of In. Code 5-17-5-1 et seq.

4. Confidential Information

Any information furnished by County to Contractor in the performance for work hereunder shall be the property of County and shall be used only in the performance of work under this Agreement. Contractor will keep secret and confidential such information and will not disclose it to any third parties without County's prior written consent. None of the following information shall be confidential information:

- Information that is or becomes part of the public domain;
- Information, which was already in the possession of Contractor at the time of any disclosure to contractor by or on behalf of the County; and not confidential under terms of its original disclosure
- Information first disclosed to the Contractor by County that subsequently is disclosed to the Contractor by a **third party** as a matter of right.

Order #15 Agenda #21 (cont'd)

5. Patent, Copyright and Trade Secret Indemnity

Contractor warrants that any product or service or part thereof used in performance of the work, including, but not limited to, applications software, systems software, or system design furnished under this Agreement shall not infringe on any United States patent, copyright, trade secret or other proprietary right covering such products or service. Contractor will indemnify and hold the County harmless, including all attorneys' fees, from suits arising out of such claims, upon prompt notification from the Court of such claims.

6. Warranties

Contractor hereby warrants with respect to the Lake County Web Portal System services provided pursuant to this Agreement that the Contractor will furnish competent technical, management and clerical personnel. The foregoing warranties are in lieu of all warranties expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.

7. Liability and Limitation of Remedies

Contractor's sole liability under this Agreement shall be to replace, repair, reconstruct or redevelop and service, a system or program furnished by Contractor pursuant to this Agreement that is destroyed, lost, damaged, injured, or inoperative as a result of the sole failure by Contractor, its agents, servants, or employees to exercise reasonable care in their performance of this Agreement. County shall be responsible for providing back up to its own systems, programs and input supplied to Contractor pursuant to this agreement.

In no event will Contractor be liable for: (a) any damages arising from its performance or nonperformance caused by County's failure to perform; or (b) any consequential or special damages or injuries sustained by County or any third parties including, but not limited to: loss of profits, any damages or injuries resulting from any interruption in, loss of use of or malfunction of any service, system, program or equipment. Contractor shall comply with applicable County ordinances and policies relating to payroll. Contractor shall make sure its employees always observe security and safety policies of the County.

8. Facilities and Service Provided by the County

The County will provide, at no cost to the Contractor, working space, computer machine time, and such other materials, facilities and any equipment necessary in connection with the performance under this Agreement. The County shall provide at no cost to the Contractor, computer machine time for site staff development and staff education and training.

The Contractor shall have the right to occupy without charge during the term of this Agreement all space and facilities necessary for Contractor to perform its services as prescribed in this Agreement.

In the event of a disaster, the County, which is self insured, shall replace the full value of all the buildings, computer equipment and supplies used by the Contractor to provide the services outlined in this Agreement. Additionally, the County may provide at its expense general liability coverage in accordance with the laws of the State of Indiana.

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9. Access

The Contractor's authorized personnel, and any other parties approved by the County and authorized by the Contractor, shall have access to any facility on a seven (7) day a week, twenty-four (24) hour basis for all reasonable purposes under this Agreement.

The County shall provide to the Contractor reasonable access to the County's employees to learn the County's requirements needed to fulfill the Contractor's contractual obligations.

10. Ownership and Distribution of Materials

The Contractor agrees that the County retains the right to all facilities, documents, data, equipment or any other such materials or property except that which was furnished by the Contractor or third parties who will be entitled to retain such rights themselves, unless otherwise agreed.

11. Equal Opportunity and Affirmative Action

The Contractor agrees by the execution of this Agreement that in regard to its operations that 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 services are applicable, and Contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical disability, political affiliation, race, religion and sex.

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 the non-discrimination provision of this Agreement may be regarded as a material breach of the Agreement.

12. Force Majeure

(a) Contractor's Inability to Perform. Contractor shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes that could not with reasonable diligence be controlled or prevented by Contractor.

(b) County's insufficient Funding. County believes that sufficient funds can be obtained to pay all amounts due Contractor throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds. It is the County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefore and in that regard County represents and warrants to contractor that the services to be performed by Contractor hereunder are essential to its proper, efficient and economic operation. In the event insufficient fund are available in any month for which payments are due under this Agreement, then County will immediately notify Contractor of such occurrence and Contractor may either: (I) reduce its staffing and level of services to the amount budgeted, or (ii) notify County that this Agreement will expire effective on the last day of the third month following such notice. Contractor shall be relieved of any responsibility for maintenance or repair for said system and be held harmless by the "County" or any of its offices until such time as payments are caught up.

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Order #15 Agenda #21 (cont'd)

13. Termination

(a) This Agreement may be terminated by either party hereto in the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (i) one-hundred twenty (120) days after receipt of such notice, unless the default is cured or material remedial steps have been taken to cure said default within one-hundred twenty (120) days after receipt of such notice; or (ii) one-hundred twenty (120) days after the County's receipt of written notice from Contractor notifying County of its failure to make payment due hereunder within one-hundred twenty (120) days after receipt of invoice.

In the event the default complained of is cured or material remedial steps have been taken to cure said default within said one-hundred twenty (120) day period, or if the default is for nonpayment, such payment is received by Contractor within the aforementioned one-hundred twenty (120) days, this Agreement shall continue as if such notice had not been given. Any transfer or sale of stock or any interest by Contractor will not Terminate this agreement. If said default is cured within 120 days by either party, said acceptance of cure will be acknowledged in writing by the non-defaulting party, acknowledging compliance of the terms.

(b) Within one-hundred twenty (120) days after the expiration date or any earlier termination of this Agreement, Contractor shall submit an invoice to County for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date.

14. Risk of Loss

The County shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Contractor. County acknowledges and understands that the services to be provided by Contractor under this Agreement do not include provision of any disaster recovery facility in the event that County's data processing operations should be interrupted or terminated, in whole or in part. County is further hereby advised that Contractor recommends that County enter into an agreement with a third party provider to so obtain access to and a right of use for such disaster recovery facility.

15. Liability and Limitation of Liability: Disclaimer of Warranties

The County shall maintain adequate supporting material to enable Contractor to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or malfunction of any data, service, system or program due to the sole negligence of Contractor, Contractor's sole liability therefore shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at Contractor's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the County's supporting material in the method reasonably agreeable to both parties for such actions. In the event the County has failed to maintain adequate supporting material, Contractor's liability shall be strictly limited to the same cost of replacement, at Contractor's then current rates, as if the County has so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to Contractor. Contractor shall not be liable for any damages resulting or arising from County's failure to perform its obligations hereunder.

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Contractor neither makes nor assumes nor authorizes any person to make or assume for it, and hereby specifically disclaims, any and all warranties whatsoever, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, in connection with the sale, license, or use of any service, system program or equipment under this agreement.

16. Independent Contractor

The Contractor, its employees, agents and subcontractors are and at all times shall be and remain an Independent Contractor and not an employee or agents of the County. The Contractor shall at its own expense comply with all applicable worker's compensation, unemployment insurance, employer's liability, minimum wage, and other Federal, State, County, and municipal laws, ordinances, rules, regulations, and orders.

17. Controlling Law and Compliance with Laws

This Agreement shall be construed according to the laws of the State of Indiana. If any section, subsection, or other provision of this Agreement shall be determined to be unlawful, invalid or unenforceable, such section or subsection or other provisions shall be severed from this agreement, but every other section, subsection and provision of this Agreement shall remain in full force and effect. The waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of a subsequent breach thereof or a waiver of the breach of any other provision of this Agreement.

18. Headings

All headings contained in this Agreement are only for purposes of reference and are of no legal force and effect.

19. Taxes

Taxes on the net income of the Contractor are not the responsibility of the County.

20. Conflicts and Disputes

Should any dispute occur between parties arising out of or related to this Agreement, or their rights and responsibilities to each other, the matter should be settled and determined by arbitration under the current rules of the America Arbitration Association providing that the arbitrator selected shall be knowledgeable in the field of computers and data processing.

21. No Assignment

This Agreement shall be binding upon and inure to the benefit to the Contractor, its successors and assigns, and of the County, its successors and assigns provided, however, that the Contractor may not assign this Agreement, in whole or in part, without the prior written consent of the County.

22. Alterations

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, whether by agreement of the parties or by custom, course of dealing or trade practice, shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

6

Order #15 Agenda #21 (cont'd)

23. No Third Party Beneficiaries

Nothing contained in this agreement shall be construed to give any person other than the Contractor and County any legal or equitable right, remedy or claim under or with respect to this Agreement.

24. Incorporation by Reference

Any Exhibits attached hereto are integral parts of and are hereby incorporated by reference into this Agreement and made a part hereof.

25. Copies of Agreement

This Agreement can be executed in any number of copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26. Right to Subcontract

Contractor shall have the right to enter into subcontractors with other parties to provide certain of the services to be provided by the Contractor under this Agreement, although Contractor shall remain responsible to the County for the performance of any services performed by the subcontractor.

27. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and incorporates all provisions in all other previous agreements. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound. Any supplement to or substitution will clearly state how and where contract is modified. Same will be applied to existing contract and shall be incorporated as if originally drafted. Legal representatives must sign for both parties. Any notices required in this contract must also be done in writing.

28. Severability

Each provisions of this Agreement shall be severable from the whole. If any provisions of this Agreement shall be found contrary to law, the remainder of the Agreement shall continue in full force.

29. E-Verification

- A. IC 22-5-1.7 Chapter 1 . 7 . Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-i .7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services"¹ As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. I324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E*Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30,2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E- Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E- Verify program if the E- Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.

Order #15 Agenda #21 (cont'd)

J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CONTRACTOR:
Cenifax Management Services, Inc.

By: 
MARK PEARMAN

Title: EXECUTIVE DIRECTOR

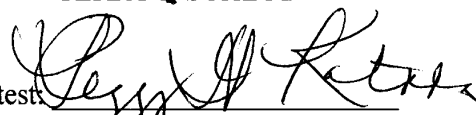
Date: 2/22/12

COUNTY:
The Board of Commissioner of the
County of Lake, State of Indiana:

By: 
ROOSEVELT ALLEN, JR.

By: 
FRAN DUPEY

By: 
GERRY L. SCHEUB

Attest: 

Date: 3-20-12

By: _____

Title: Board of Elections and Voter's Registration

Date: _____

Order #15 Agenda #21 (cont'd)

Attachment A
Statement of Work
 Lake County Voter Registration Website

Project Description

The purpose of this project is to update pages on the Lake County Web Portal for the Voter Registration Website.

Project Scope**The Following are included in the project scope:**

1. Election results retention - 4 years. Only keep lists of candidates for current election. No archiving of old results is necessary.
2. Maps and GIS tab - Voters to provide scaled down maps and instructions on how to obtain larger versions for a fee.
3. Sample Ballots tab - remove the municipal ballots. Rename the tab to "Who's On My Ballot" and re-direct to <https://indianavoters.in.gov/PublicSite/Public/FT1/PublicOnBallotSearch.aspx>
4. Lake Central Referendum - remove the info and rename the tab to Referenda/Public Questions. Blank for now.
5. FAQs tab - check the "HERE" links and make sure they open in separate windows.
6. Make use of graphical links for popular resources. For example, add graphics on the Voters home page for "Register to Vote", "Who Are Your Elected Officials", "Election Results". Also, put a graphical link to Voters home page on county's front page.
7. Post meeting schedules - Voters to provide a list of 2012 meetings.
8. Voter Services tab - change to a list of useful links on Indiana website. Each link to open in new window. Voters to provide a list of links for this tab.
9. Provide a shorter link for Voters home page: <http://www.lakecountyin.org/voters>

The following are excluded from the scope of the project:

1. Campaign Finance software - integration with county's website to be revisited once legalities are resolved, and an estimate for that integration will be crated.
2. Any hardware or software required by the Voters Department, such as scanners, or personal computers with access to the internet is not included in the project scope.
3. Any online collection of fees or any other information is excluded from the project.

Attachment A
Statement of Work
 Lake County Voter Registration Website

4. Any online submission of forms is excluded from the scope of the project.
5. Any change to the scope of the project as documented after approval may require reassessment of the project costs.

Project Costs

1. Personnel Costs - Billed at a blended rate of \$100./hour
 - a. Project Manager*
 - b. Lead Technical Analyst*
2. Project Costs

a. Project Management	2 hrs
b. Specification/Design	8 hrs
c. Development	20 hrs
d. Testing/Implementation	10 hrs
e. Total Hours	40 hrs
f. Total Cost at \$100./hour	\$4,000.

 - g. The total cost of the project as defined in this document is not to exceed \$4,000.
 - h. Any changes in project scope will be estimated and will require approval in writing of the project sponsor for the additional costs before those changes can be included.
3. No additional hardware or software costs are included in this project.
4. Projects costs assume that the content described above will be provided by the end user in electronic format.

Order #16 Agenda #22

In the Matter of L C Data Processing – Agreement for the Development of Electronic Civil Case Filing for Lake Superior Courts County Division between Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake Superior Courts County Division in an amount not to exceed \$47,200.00 at the rate of \$80.00 per hour payable in two installments of \$23,600.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Lake Superior Courts County Division.

Allen made a motion, seconded by DuPey, to approve the Agreement for the Development of Electronic Civil Case Filing for Lake Superior Courts County Division between Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake Superior Courts County Division in an amount not to exceed \$47,200.00 at the rate of \$80.00 per hour payable in two installments of \$23,600.00. The first installment billed upon execution and the second installment to be paid upon written acceptance of the designated representative of the Lake Superior Courts County Division. Motion carried.

**DEVELOPMENT OF ELECTRONIC CIVIL CASE FILING FOR LAKE SUPERIOR
COURTS COUNTY DIVISION**

This Agreement, made this day of 9th day of March 2012, by and between Cenifax Management Services, Inc., an Indiana Corporation (hereinafter referred to as "Contractor") and Lake County, Indiana (hereinafter referred to as "County").

WITNESSETH THAT:

Whereas, Contractor, agrees to supply County with the professional services of its staff on an independent contractor basis to perform such services necessary to develop the Electronic Civil Case Filing for Lake Superior Courts County Division.

And whereas, County agrees to contract with Contractor as an independent contractor to provide services, as described herein.

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Scope of Services

Contractor shall follow and enforce all County policies, procedures and ordinances relating to management and usage of the County computer systems hardware and network.

Contractor shall provide and make available to County such resources as shall be necessary to perform the services called for by this Agreement.

All work shall be performed in a professional manner by employees of Contractor having a level of skill in each area commensurate with the requirements of the scope of work to be performed.

Contractor shall assume the responsibility for the management and provision of adequate personnel in order to provide the necessary services to development the Electronic Case Filing for Lake Superior Courts County Division.

This agreement provides for the development of the Electronic Civil Case Filing for Lake Superior Courts County Division. Changes identified where the specifications documented do not specifically address the requirement now requested will be considered as enhancements. Enhancements must go through documentation, cost estimate and the approval of the statement of work before any work can begin or be charged.

Order #16 Agenda #22 (cont'd)

Contractor Responsibilities:

Provide all work listed on Attachment "A" Statement of Work

2. Term of Agreement

The term of this agreement shall be from the date the contract is entered into by Cenifax Management Services, Inc and the Lake County Commissioners until the development of the Electronic Civil Case Filing for Lake Superior Courts County Division is completed and the designated representative of the Lake Superior Courts County Division accepts the system in writing.

Upon termination of this agreement for any reason, Contractor shall promptly return to County all copies of any County data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the County. Contractor shall also furnish to County all work in progress or portions thereof, including all incomplete work.

The County shall have the right to terminate this Agreement at any time. As a pre-condition of cancellation, County shall be required to take formal action by the Board of Commissioners.

3. Payment

The County shall pay Contractor at an hourly rate not to exceed \$80.00 (eighty) per hour for services rendered by Contractor, a sum not to exceed \$47,200.00.

The project will be billed in two installments of \$23,600.00. The first installment will be billed upon execution of this contract and the second \$23,600.00 to be paid upon written acceptance of the designated representative of the Lake Superior Courts County Division. Any interest for late payment shall be governed by the provisions of In. Code 5-17-5-1 et seq.

4. Confidential Information

Any information furnished by County to Contractor in the performance for work hereunder shall be the property of County and shall be used only in the performance of work under this Agreement. Contractor will keep secret and confidential such information and will not disclose it to any third parties without County's prior written consent. None of the following information shall be confidential information:

- * Information that is or becomes part of the public domain;
- * Information, which was already in the possession of Contractor at the time of any disclosure to contractor by or on behalf of the County; and not confidential under terms of its original disclosure.
- * Information first disclosed to the Contractor by County that subsequently is disclosed to the Contractor by a third party as a matter of right.

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5. Patent, Copyright and Trade Secret Indemnity

Contractor warrants that any product or service or part thereof used in performance of the work, including, but not limited to, applications software, systems software, or system design furnished under this Agreement shall not infringe on any United States patent, copyright, trade secret or other proprietary right covering such products or service. Contractor will indemnify and hold the County harmless, including all attorneys' fees, from suits arising out of such claims, upon prompt notification from the Court of such claims.

6. Warranties

Contractor hereby warrants with respect to the Lake County Electronic Court Case Filing System services provided pursuant to this Agreement that the Contractor will furnish competent technical, management and clerical personnel. The foregoing warranties are in lieu of all warranties expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.

7. Liability and Limitation of Remedies

Contractor's sole liability under this Agreement shall be to replace, repair, reconstruct or redevelop and service, a system or program furnished by Contractor pursuant to this Agreement that is destroyed, lost, damaged, injured, or inoperative as a result of the sole failure by Contractor, its agents, servants, or employees to exercise reasonable care in their performance of this Agreement. County shall be responsible for providing back up to its own systems, programs and input supplied to Contractor pursuant to this agreement.

In no event will Contractor be liable for: (a) any damages arising from its performance or nonperformance caused by County's failure to perform; or (b) any consequential or special damages or injuries sustained by County or any third parties including, but not limited to: loss of profits, any damages or injuries resulting from any interruption in, loss of use of or malfunction of any service, system, program or equipment. Contractor shall comply with applicable County ordinances and policies relating to payroll. Contractor shall make sure its employees always observe security and safety policies of the County.

8. Facilities and Service Provided by the County

The County will provide, at no cost to the Contractor, working space, computer machine time, and such other materials, facilities and any equipment necessary in connection with the performance under this Agreement. The County shall provide at no cost to the Contractor, computer machine time for site staff development and staff education and training.

The Contractor shall have the right to occupy without charge during the term of this Agreement all space and facilities necessary for Contractor to perform its services as prescribed in this Agreement.

In the event of a disaster, the County, which is self insured, shall replace the full value of all the buildings, computer equipment and supplies used by the Contractor to provide the services outlined in this Agreement. Additionally, the County may provide at its expense general liability coverage in accordance with the laws of the State of Indiana.

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Order #16 Agenda #22 (cont'd)

9. Access

The Contractor's authorized personnel, and any other parties approved by the County and authorized by the Contractor, shall have access to any facility on a seven (7) day a week, twenty-four (24) hour basis for all reasonable purposes under this Agreement.

The County shall provide to the Contractor reasonable access to the County's employees to learn the County's requirements needed to fulfill the Contractor's contractual obligations.

10. Ownership and Distribution of Materials

The Contractor agrees that the County retains the right to all facilities, documents, data, equipment or any other such materials or property except that which was furnished by the Contractor or third parties who will be entitled to retain such rights themselves, unless otherwise agreed.

11. Equal Opportunity and Affirmative Action

The Contractor agrees by the execution of this Agreement that in regard to its operations that 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 services are applicable, and Contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical disability, political affiliation, race, religion and sex.

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 the non-discrimination provision of this Agreement may be regarded as a material breach of the Agreement.

12. Force Majeure

(a) **Contractor's Inability to Perform.** Contractor shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes that could not with reasonable diligence be controlled or prevented by Contractor.

(b) **County's insufficient Funding.** County believes that sufficient funds can be obtained to pay all amounts due Contractor throughout the term of this Agreement from the Website Maintenance Fund and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from the Website Maintenance Fund. It is the County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefore and in that regard County represents and warrants to contractor that the services to be performed by Contractor hereunder are essential to its proper, efficient and economic operation. In the event insufficient fund are available in the Website Maintenance Fund in any month for which payments are due under this Agreement, then County will immediately notify Contractor of such occurrence and Contractor may either: (i) reduce its staffing and level of services to the amount budgeted, or (ii) notify County that this Agreement will expire effective on the last day of the third month following such notice. Contractor shall be relieved of any responsibility for maintenance or repair for said system and be held harmless by the "County" or any of its offices until such time as payments are caught up.

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13. Termination

(a) This Agreement may be terminated by either party hereto in the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (i) one-hundred twenty (120) days after receipt of such notice, unless the default is cured or material remedial steps have been taken to cure said default within one-hundred twenty (120) days after receipt of such notice; or (ii) one-hundred twenty (120) days after the County's receipt of written notice from Contractor notifying County of its failure to make payment due hereunder within one-hundred twenty (120) days after receipt of invoice.

In the event the default complained of is cured or material remedial steps have been taken to cure said default within said one-hundred twenty (120) day period, or if the default is for nonpayment, such payment is received by Contractor within the aforementioned one-hundred twenty (120) days, this Agreement shall continue as if such notice had not been given. Any transfer or sale of stock or any interest by Contractor will not Terminate this agreement. If said default is cured within 120 days by either party, said acceptance of cure will be acknowledged in writing by the non-defaulting party, acknowledging compliance of the terms.

(b) Within one-hundred twenty (120) days after the expiration date or any earlier termination of this Agreement, Contractor shall submit an invoice to County for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date.

14. Risk of Loss

The County shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Contractor. County acknowledges and understands that the services to be provided by Contractor under this Agreement do not include provision of any disaster recovery facility in the event that County's data processing operations should be interrupted or terminated, in whole or in part. County is further hereby advised that Contractor recommends that County enter into an agreement with a third party provider to so obtain access to and a right of use for such disaster recovery facility.

15. Liability and Limitation of Liability: Disclaimer of Warranties

The County shall maintain adequate supporting material to enable Contractor to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or malfunction of any data, service, system or program due to the sole negligence of Contractor, Contractor's sole liability therefore shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at Contractor's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the County's supporting material in the method reasonably agreeable to both parties for such actions. In the event the County has failed to maintain adequate supporting material, Contractor's liability shall be strictly limited to the same cost of replacement, at Contractor's then current rates, as if the County has so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to Contractor. Contractor shall not be liable for any damages resulting or arising from County's failure to perform its obligations hereunder.

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Order #16 Agenda #22 (cont'd)

Contractor neither makes nor assumes nor authorizes any person to make or assume for it, and hereby specifically disclaims, any and all warranties whatsoever, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, in connection with the sale, license, or use of any service, system program or equipment under this agreement.

16. Independent Contractor

The Contractor, its employees, agents and subcontractors are and at all times shall be and remain an Independent Contractor and not an employee or agents of the County. The Contractor shall at its own expense comply with all applicable worker's compensation, unemployment insurance, employer's liability, minimum wage, and other Federal, State, County, and municipal laws, ordinances, rules, regulations, and orders.

17. Controlling Law and Compliance with Laws

This Agreement shall be construed according to the laws of the State of Indiana. If any section, subsection, or other provision of this Agreement shall be determined to be unlawful, invalid or unenforceable, such section or subsection or other provisions shall be severed from this agreement, but every other section, subsection and provision of this Agreement shall remain in full force and effect. The waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of a subsequent breach thereof or a waiver of the breach of any other provision of this Agreement.

18. Headings

All headings contained in this Agreement are only for purposes of reference and are of no legal force and effect.

19. Taxes

Taxes on the net income of the Contractor are not the responsibility of the County.

20. Conflicts and Disputes

Should any dispute occur between parties arising out of or related to this Agreement, or their rights and responsibilities to each other, the matter should be settled and determined by arbitration under the current rules of the America Arbitration Association providing that the arbitrator selected shall be knowledgeable in the field of computers and data processing.

21. No Assignment

This Agreement shall be binding upon and inure to the benefit to the Contractor, its successors and assigns, and of the County, its successors and assigns provided, however, that the Contractor may not assign this Agreement, in whole or in part, without the prior written consent of the County.

22. Alterations

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, whether by agreement of the parties or by custom, course of dealing or trade practice, shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

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23. No Third Party Beneficiaries

Nothing contained in this agreement shall be construed to give any person other than the Contractor and County any legal or equitable right, remedy or claim under or with respect to this Agreement.

24. Incorporation by Reference

Any Exhibits attached hereto are integral parts of and are hereby incorporated by reference into this Agreement and made a part hereof.

25. Copies of Agreement

This Agreement can be executed in any number of copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26. Right to Subcontract

Contractor shall have the right to enter into subcontractors with other parties to provide certain of the services to be provided by the Contractor under this Agreement, although Contractor shall remain responsible to the County for the performance of any services performed by the subcontractor.

27. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and incorporates all provisions in all other previous agreements. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound. Any supplement to or substitution will clearly state how and where contract is modified. Same will be applied to existing contract and shall be incorporated as if originally drafted. Legal representatives must sign for both parties. Any notices required in this contract must also be done in writing.

28. Severability

Each provisions of this Agreement shall be severable from the whole. If any provisions of this Agreement shall be found contrary to law, the remainder of the Agreement shall continue in full force.

29. E-Verification

- A. IC 22-5-1.7 Chapter 1 . 7 . Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-i .7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV,s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.

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Order #16 Agenda #22 (cont'd)

- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, alimited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. I324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E*Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30,2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E- Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E- Verify program if the E- Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.

- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CONTRACTOR:
Cenifax Management Services, Inc.

By: *Mark Pearman*
MARK PEARMAN

Title: EXECUTIVE DIRECTOR

Date: 2/27/12

COUNTY:
The Board of Commissioners of the
County of Lake, State of Indiana:

By: *Roosevelt Allen, Jr.*
ROOSEVELT ALLEN, JR.

By: *Fran DuPeay*
FRAN DUPEY

By: *Gerry J. Scheub*
GERRY J. SCHEUB

Attest: *[Signature]*

Date: 3-30-12

Order #16 Agenda #22 (cont'd)

Statement of Work**Efiling for the County Division Courts****Project Description**

The purpose of this project is to implement Efiling into select County Division Courts for specific Case Types. This would include any system modifications, training, and other implementation support needed to provide efficient processing for the attorneys, the clerks, and the courts for the case types identified.

Project Scope

The following are included in the scope of the project

1. The Courts that are included are D08 and D09 which are the County Division Room 2 and Room 3.
2. The implementation will include CC, CT, PL, MF, and MI Case types.
3. For these case types and courts, Efilng when implemented will be mandatory.
 - o Implementation will include both New Cases and New Filings on Existing Cases on a go forward basis; however the scanning of the previously submitted filings for Existing Cases is not included.
 - o There will be a move to mandatory Efilng
 - o The first two weeks a warning letter will be sent if filed on paper
 - o The next two weeks the courts will have option of accepting the filing with a warning, or sending a rejection letter.
 - o After 30 days, paper filings will not be allowed unless an exception is filed as per local rules.
4. Local Rules for Efilng in Lake County will be updated as required for these courts and these case types. This will include submission of the updates to the State for approval and posting on the Online Docket Website for comments.
5. The following are the current charges that apply to Efilng, and these will be collected electronically by credit card. These charges and fees may change from the current stated amounts, and this is still under consideration.
 - o Attorneys that participate in the Efilng Process must be registered for the Online Docket, and also register for a user-id for Efilng. This is currently a \$200.00 annual fee. This will give them access to the Online Docket System, and will allow them to electronically file cases as defined in this scope document.
 - o All Court fees currently charged for new cases in these courts will remain the same.
 - o The Sheriff's Service Fee will be billed and Collected with the court fees.

Statement of Work**Efiling for the County Division Courts**

- o All attorneys that appear on an Efiled Case must pay an appearance fee, which is currently \$15.00. Once an attorney has appeared on a case and paid the appearance fee, then they will have unlimited viewing, printing, and filing capabilities on that case for no additional charge.
 - o Print charges will be collected per page for any printing that must be performed by the clerk in support of Sheriff Service, or for any other need. (currently \$.10/page)
6. A support system and process will be put in place for the County Division Efilng Users.
 - o Help Desk Support for answering questions, and for recording and tracking of issues.
 - o Tracking System for monitoring support calls and system issues.
 7. The following work efforts/enhancements have been identified as needed to support the above mentioned courts and case types.
 - o An enhancement to include the display and update of the Court Calendar on the Efilng System, and for updating the Court Calendar on Courtview. This will provide for the most effective viewing and switching from the Court Calendar to the most current case information on the Efilng System, including the CCS, the Parties, and all e-filed documents.
 - Automatic generation of Electronic Notice of Court Calendar updates
 - Automatic generation of Orders setting Court Dates
 - o An enhancement to include the display and update of the Attorney Calendar on the Efilng System. This will provide for the most effective viewing and switching from the Court Calendar to the most current case information on the Efilng System, including the CCS, the Parties, and all e-filed documents.
 - o An enhancement to the current method of Court Assignment. Currently the MF Cases are equally distributed to the Civil Division Courts. The system must be modified to allow the attorney to select the court that the case will be assigned to, and the case number assignment.
 - o An enhancement to capture and maintain plaintiff name and address information at the attorney firm level, and to use that information for a suggestion process while plaintiff information is being entered. This is similar to the City, State, Zip suggestion process used in the current Efilng System when entering addresses
 - o An enhancement to provide for automatic update of Case Disposition on Courtview when an Order is Efiled, and when the Court selects to update the Case Disposition from the submit step.

Order #16 Agenda #22 (cont'd)

Statement of Work

Efiling for the County Division Courts

- o Accounting rules will be set up for receipting Efiling transactions on Courtview, and for balancing credit card transactions to the appropriate bank accounts.
 - o Courtview table updates and settings need to be applied for Efiling for these courts.
 - o A review of current hardware available in the Clerk's and Court's offices will be completed, and the required hardware and software will be obtained and installed as required.
 - o Training for Efiling will be updated based on this implementation, and will be delivered using several methods for each user group.
 - Attorneys
 - Webinar training sessions will be scheduled for groups of attorneys before and after implementation.
 - Online training will be available through recorded Webinars, and through Online Tutorials
 - Electronic Quick-Start Guides will be available for viewing or printing, and will cover all aspects of system processing in a step by step format.
 - Clerks
 - Multiple onsite training sessions will be conducted before and after implementation.
 - Electronic Quick-Start Guides will be available for viewing or printing, and will cover all aspects of system processing in a step by step format.
 - Courts
 - Multiple onsite training sessions will be conducted before and after implementation for each court.
 - Electronic Quick-Start Guides will be available for viewing or printing, and will cover all aspects of system processing in a step by step format.
8. When implemented the Efiling System for the courts included will automatically feed the Electronic RJO System, if the Court filer identifies that the event should be filed in the RJO during the submission step of the court filing.

Statement of Work

Efiling for the County Division Courts

The following are **excluded** from the scope of the project

1. There have been indications that specific attorney firms that focus on large volumes of collection cases may desire an enhanced and streamlined new case entry process. This process may include a direct interface to the firms systems for transferring new case data into the Efiling System. The cost for this enhancement is not included in this implementation, and will not be paid by the county. However we will be open to working with those firms, and structuring a cost sharing arrangement with several firms so that no one firm absorbs the total cost of that enhancement.
2. The project will be estimated based on the County and State regulations and procedures currently in place. Any changes to these regulations and procedures may require reassessment of the project costs.
3. Any changes or additions to this Project Scope Document once approved may require reassessment of the project costs.
4. Any additional scanner hardware that may be required at implementation, or in the future is not included in the project estimate, and would be an additional cost.
5. Ongoing support costs for the County Division implementation are not included in this project cost estimate, and will not be charged for the first six months after go live. Then, based on projected volumes, the ongoing support and maintenance costs will be \$4,600.00 per month, and will be charged under a separate Statement of Work and contract. Wording in the contract will indicate that for the period of that contract, the Support Costs will not exceed \$4,600.00 per month.

Project Costs

1. Personnel Costs
 - a. Resources would include...
 - i. Project Manager
 - ii. Lead Technical Designer
 - iii. Multiple GWT Coders
 - b. Hourly rate billed will be a blended rate of \$80.00/Hour
2. Project Costs

a. Project Management	30 hours
b. Specifications/Design	60 hours
c. Development	240 hours

Order #16 Agenda #22 (cont'd)

Statement of Work**Efiling for the County Division Courts**

- | | |
|-------------------------------------|------------------|
| d. Testing | 180 hours |
| e. Training/Implementation | 80 hours |
| f. Total hours | 590 hours |
| g. Total Cost @ \$80.00/hour | \$47,200. |
- h. The cost of the project as defined in this document is not to exceed \$47,200.
- i. Any changes to the project scope will be estimated and will require approval of the project sponsor for the additional costs before those changes can be included.
- j. These project costs do not include ongoing support costs.

3. Infrastructure Costs

- a. Project will use existing remote Infrastructure for storage of Data Files.
- b. Hardware Costs for Additional Scanners are not included in the costs and are TBD after the Specifications Phase, and if needed would be an additional cost to the project

Statement of Work**Efiling for the County Division Courts****Benefits**

- Reduced paper handling including printing, copying, filing, and mailing. Providing the benefits of reduced costs for paper, printers/copiers and supplies, postage costs, and storage space, and the reduced time for printing, copying, filing and retrieving, preparation and stuffing and mailing of documents. The system supports the move to green processing saving large amounts of paper and energy.
- Reduced data entry. The attorney enters the case information once. There is no need for the clerk to re-enter information into the Court Case Management System. Subsequent filings by attorneys, clerks or courts will utilize the information already on file for preparation of their new filing thus reducing data entry to new information only.
- Reduced handling/processing time. The system allows customization of responsibilities and processing flows within the attorneys, clerks and courts. For example each court can define their own flows and responsibilities including the incoming mail handling, scheduling events, reviewing motions, etc. Filing events are routed electronically, with each party involved performing their activities, attaching comments if needed, and then forwarding on for the next action. All forwarding actions and comments are kept on electronic sticky notes that show the routing history of each filing event.
- Immediate notification and availability of the most current filings by all parties. As soon as any party (Attorneys, Clerks, Courts) files on a case, all attorneys on the case are notified electronically by an email, and by a notice of electronic filing and service in their queue. Both current and historical files can be viewed anywhere there is an internet connection. User access and authority is controlled by user-id and password, and private information is only viewable as authorized. All private and secure information is SSL secured and encrypted for storage and communication.
- Reduced handling of financial transactions with automated accounting updates and receipting. All filing expenses are collected electronically, and receipted and distributed to correct accounts.
- Automation results in significantly reduced errors. Re-use of previously entered data, automated edits and controls, and automated processing will reduce errors by up to 80%-90%.

Order #16 Agenda #22 (cont'd)

Statement of Work
Efiling for the County Division Courts

Project Control

When the project to implement Efiling for the County Division Courts as described in this document is approved and may proceed, the tentative target date for implementation will be approximately 3-4 months from the date of signing, and this will be confirmed during the first phase of the project.

Status reports will be provided at the bi-weekly Conference call attended by representatives from the Clerk, the Courts, and the Attorneys.

Payment Terms

The project will be billed in two installments. The First deposit installment of \$23,600 (50%) will be billed when the project is approved, and the second \$23,600 installment will be paid out of the Web Maintenance Fund after the County Division Efiling is implemented.

Any additional costs which may occur based on agreed project scope changes would be billed and also paid out of the revenue generated after implementation.

Justification of Costs

Based on 2010 volumes of the Case Types and Courts to be implemented there were 2,274 cases filed. Considering that the plaintiff is represented by an attorney, and that another attorney would be involved in 50% of the cases, then the number and amount of appearance fees collected during the first year would be $2,274 \times 1.5 = 3,411 \times \$15.00 = \$51,165$

Additional Online Docket Registration Fees would be collected from both attorneys who must register in order to E-File cases, and due to commercial users interested in accessing this additional case information. A **conservative** estimate of additional registration fees would be

- 100 Attorneys at \$200.00/Year = \$20,000.00/Year
- 20 Commercial Users at \$125.00/Year = \$2,500.00/Year

Additional fees would be generated due to the access of case information and documents by various existing and new Commercial Users. This could **conservatively** be estimated at \$1,137.00/Month or \$13,644.00/Year based on our experience with Mortgage Foreclosure cases.

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Statement of Work
Efiling for the County Division Courts

The Total Estimated annual fee collections for this project would total \$87,309.00

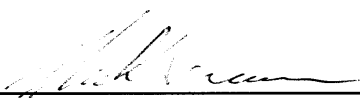
The estimated fees would generate payback of the project investment in under 7 months.

Additionally, all users would experience the intangible benefits outlined in the Benefits Section.

Support Costs

Support costs will be free for the first six months of production. Thereafter, ongoing support costs will be \$2,300.00 per month based on projected case volume, the number of courts and clerk locations and staff. Support costs will be paid out of contributions to the Web Maintenance Fund from the various Efiling revenue sources, and will be combined with the Civil Division Support Costs, and billed monthly.

Approval



 Mark Pearmann
 Director – Cenifax

 2/27/12

 Judge John Pera
 Lake Count Courts



 Judge Sheila Moss
 County Division Courts



 Judge Julie Cantrell
 County Division Courts

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Order #17 Agenda #23A

In the Matter of Property Transfers: A. Request from the City of East Chicago Mayor Anthony Copeland for thirty-seven (37) properties located within the City of East Chicago Redevelopment Areas.

Upon discussion, City of East Chicago Attorney present, DuPey made a motion, seconded by Allen, to approve the issuance of tax certificates for twenty-nine (29) properties (including the four (4) properties in question on Broadway (2) & Guthrie (2)) to the City of East Chicago. Motion carried.

Order #18 Agenda #24A

In the Matter of E-9-1-1: Proposal acceptance for Twelve (12) Portable Radios for the Schererville Fire Department. Letter of recommendation for Miner Electronics in the amount of \$13,473.00.

DuPey made a motion, seconded by Allen, to accept the proposal submitted from **Tri-Electronics**, 6231 Calumet Avenue, Hammond, IN 46324, in the amount of \$13,473.00 for Twelve (12) Portable Radios for the Schererville Fire Department, as recommended by the Manager of the E-9-1-1 Department. Motion carried.

Order #19 Agenda #25

In the Matter of BIDS: Lake Dalecarlia Dam Rehabilitation Project under advisement. Letter of recommendation for Ellas Construction Co., Inc. in the amount of \$456,364.46.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation to award **Ellas Construction Co., Inc.**, 3810 E. 7th Avenue, Gary, IN 46403, with \$456,364.46 for Lake Dalecarlia Dam Rehabilitation Project, upon a motion made by DuPey, seconded by Allen, recommended by Weaver Boos Consultants. Motion carried.

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

ELLAS CONSTRUCTION CO., INC. W/ THE GUARANTEE COMPANY OF NORTH AMERICA USA in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAKE DALECARLIA DAM REHABILITATION PROJECT FOR THE LAKE CO. BOARD OF COMMISSIONERS FOR \$456,364.46 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 9, 2012

ROOSEVELT ALLEN, Jr.
GERRY SCHEUB
FRANCES DuPEY

ELLAS CONSTRUCTION CO., INC.

Letter of Recommendation

Weaver Boos Consultants

March 2, 2012

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

Re: Lake Dalecarlia Dam Rehabilitation Project Contractor Recommendation

Dear Members of the Board,

We have reviewed all Bid Forms and documentation submitted as part of the Lake Dalecarlia Dam Rehabilitation Project. We also took under advisement the letter prepared by Mr. John Dull of the Office of the Attorney for the Board of Commissioners dated February 21, 2012 regarding which Contractors were deficient on their bid.

It is Weaver Boos Consultants' recommendation that **Ellas Construction Co., Inc.** is lowest, most responsive bidder for the Lake Dalecarlia Dam Rehabilitation Project at a Lump Sum price of **\$456,364.46**. We have reviewed the Unit Prices submitted for potential modifications to the work and find them to be appropriate.

We thank you in advance for your assistance on this project. If there are any questions or comments, do not hesitate to contact me at 847-624-7400, or jtalbot@weaverboos.com.

Sincerely,

John Talbot, P.E., JD, LEED AP
Senior Project Manager
Weaver Boos Consultants North Central, LLC

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
FRANCES DuPEY
ROOSEVELT ALLEN Jr.
GERRY SCHEUBvd
APPROVED THIS 9TH DAY OF MARCH 20 12

Order #19 Agenda #26

In the Matter of BIDS: Lake Dalecarlia Stream Bank Enhancement under advisement. Letter of Recommendation for Austgen Equipment, Inc. in the amount of \$107,660.10.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation to award **Austgen Equipment, Inc.**, P.O. Box 366, Lowell, IN 46356, with \$107,660.10 for Lake Dalecarlia Stream Bank Enhancement, upon a motion made by DuPey, seconded by Allen, recommended by Weaver Boos Consultants. Motion carried.

Order #19 Agenda #26 (cont'd)

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Lake Dalecarlia Stream Bank Enhancement for the L.C. Board of Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

AUSTGEN EQUIPMENT, INC. W/ *MERCHANTS BONDING COMPANY* in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAKE DALECARLIA STREAM BANK ENHANCEMENT FOR THE LAKE CO. BOARD OF COMMISSIONERS FOR \$107,660.10 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 9, 2012

ROOSEVELT ALLEN, Jr. AUSTGEN EQUIPMENT, INC.
GERRY SCHEUB
FRANCES DuPEY

Letter of Recommendation

Weaver Boos Consultants

March 2, 2012

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

Re: Lake Dalecarlia Stream Bank Enhancement Project Contractor Recommendation

Dear Members of the Board,

We have reviewed all Bid Forms and documentation submitted as part of the Lake Dalecarlia Stream Bank Enhancement Project. We also took under advisement the letter prepared by Mr. John Dull of the Office of the Attorney for the Board of Commissioners dated February 21, 2012 regarding which Contractors were deficient on their bid.

It is Weaver Boos Consultants' recommendation that **Austgen Equipment, Inc.** is lowest, most responsive bidder for the Lake Dalecarlia Stream Bank Enhancement Project at a Lump Sum price of **\$107,660.10**. We have reviewed the Unit Prices submitted for potential modifications to the work and find them to be appropriate.

We thank you in advance for your assistance on this project. If there are any questions or comments, do not hesitate to contact me at 847-624-7400, or jtalbot@weaverboos.com.

Sincerely,

John Talbot, P.E., JD, LEED AP
Senior Project Manager
Weaver Boos Consultants North Central, LLC

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
FRANCES DuPEY
ROOSEVELT ALLEN Jr.
GERRY SCHEUBvd
APPROVED THIS 9TH DAY OF MARCH 20 12

Order #20 Agenda #28

In the Matter of Agreement between the Department of the Army and the Board of Commissioners of the County of Lake for design and construction assistance for the Schererville Heights Flood Diversion Project. County of Lake obligation 25% = \$283,750.00.

Allen made a motion, seconded by DuPey, to approve the Agreement between the Department of the Army and the Board of Commissioners of the County of Lake for design and construction assistance for the Schererville Heights Flood Diversion Project. County of Lake obligation 25% = \$283,750.00. Representatives of Congressman Pete Visclosky's Office present, spoke; Commissioner Scheub spoke with remarks. Motion carried.

Order #21 Agenda #30

In the Matter of Obligatory Agreement with the Lake County Drainage Board, its Drainage Advisory Committee, the Lake County Surveyor and the Lake County Board of Commissioners that Mark Langen, petitioner to the Lake County Drainage Board in the matter of "Farmington Meadows Drainage Improvements which lies on the property in the NE Quarter of Meadows Drainage Improvements" which lies on the property in the NE Quarter of section 11-33-9 as identified further on record drawings in Lake County, Indiana.

Allen made a motion, seconded by DuPey, to approve the Obligatory Agreement with the Lake County Drainage Board, its Drainage Advisory Committee, the Lake County Surveyor and the Lake County Board of Commissioners that Mark Langen, petitioner to the Lake County Drainage Board in the matter of "Farmington Meadows Drainage Improvements which lies on the property in the NE Quarter of Meadows Drainage Improvements" which lies on the property in the NE Quarter of section 11-33-9 as identified further on record drawings in Lake County, Indiana. Motion carried.

Order #22 Agenda #27

In the Matter of Acceptance of "Substantial Completion" of work at the Calumet Township Trustee's Office, Hanover Township Trustee's Office, and North Township Wicker Park through the EECBG Grant.

DuPey made a motion, seconded by Allen, to approve the acceptance of the "substantial completion" of work at the Calumet Township Trustee's Office, Hanover Township Trustee's Office, and North Township Wicker Park through the EECBG Grant, signed by each official. Mark Purevich present/spoke. Motion carried.

Order #23 Agenda #29

In the Matter of Award of Bid to Crown Metal Fabricators, Inc. in the amount of \$100,922.00 to provide the material for the Lake County Government Center Access Floor Replacement Project.

Allen made a motion, seconded by DuPey, to ratify the approval of Crown Metal Fabricators, Inc., P.O. Box 179, Crown Point, Indiana 46307, to provide the material for the Lake County Government Center Access Floor Replacement Project in the amount of \$100,922.00. Motion carried.

Order #24 Agenda #31

In the Matter of Interlocal Cooperation Agreement for direct collection of the Lake County Innkeepers Tax as set forth in IC 6-9-2 and IC 6-9-2-1 by the Lake County Convention and Visitors Bureau on behalf of the offices of the Lake County Treasurer and Lake County Auditor.

DuPey made a motion, seconded by Allen, to approve the Interlocal Cooperation Agreement for direct collection of the Lake County Innkeepers Tax as set forth in IC 6-9-2 and IC 6-9-2-1 by the Lake County Convention and Visitors Bureau on behalf of the offices of the Lake County Treasurer and Lake County Auditor. Motion carried.

Order #25 Agenda #32

In the Matter of Amendment to the Agreement entered into between Everest Elevator and the Board of Commissioners of the County of Lake for elevator, escalator and dumbwaiter maintenance for the year 2012 in an amount not to exceed \$78,468.00 payable in the amount of \$6,539.00 per month.

DuPey made a motion, seconded by Allen, to approve the Amendment to the Agreement entered into between Everest Elevator and the Board of Commissioners of the County of Lake for elevator, escalator and dumbwaiter maintenance for the year 2012 in an amount not to exceed \$78,468.00 payable in the amount of \$6,539.00 per month. Amendment does not reflect change in dollar amount, only clarification of work. Motion carried.

Order #26 Agenda #33

In the Matter of Northern Indiana Public Service Company Agreement for Electric Service.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Northern Indiana Public Service Company Agreement for Electric Service. Motion carried.

Order #27 Agenda #34

In the Matter of Mullen & Associates, PC Check No. 2130 in the amount of \$2.00 on behalf of the Town of New Chicago to purchase Lot 45-09-19-335-018.000-022 and Lot 45-09-19-335-017.000-022.

DuPey made a motion, seconded by Allen, to accept Mullen & Associates, PC check no. 2130 in the amount of \$2.00 on behalf of the Town of New Chicago to purchase Lot 45-09-19-335-018.000-022 and Lot 45-09-19-335-017.000-022. Motion carried.

Order #28 Agenda #37

In the Matter of Lake County Expense Claims to be allowed Wednesday, March 9, 2012.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, March 9, 2012 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion carried.

Order #28 Agenda #39

In the Matter of Poor Relief Decisions

DuPey made a motion, seconded by Allen, to approve the decisions of the Poor Relief Hearing Officer. Motion carried.

Order #29 Agenda #38

In the Matter of Service Agreements

Allen made a motion, seconded by Scheub, to approve the following Service Agreements. Motion carried 2-1.

L C BOARD OF COMMISSIONERS
L C HEALTH DEPARTMENT

W/ Ace Exterminating Co., Inc.
W/ ABC Burglar & Fire Alarm Corp.

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

The next Board of Commissioners Meeting will be held on Wednesday, March 21, 2012 at 10:00 A.M.

The following officials were Present:
Attorney John Dull
Brenda Koselke

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY, COMMISSIONER

ROOSEVELT ALLEN Jr., COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR