

The Board met in due form with the following members present: Roosevelt Allen, Jr., Michael Repay 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 18<sup>th</sup> day of March, 2013 at about 11:55 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 18<sup>th</sup> day of March, 2013 at about 11:55 a.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: Allow Bids/Proposals to be opened.

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

Order #2 Agenda #5B

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting.

Scheub made a motion, seconded by Repay, to approve the Additions: Item #36A – Award of the proposal for Maintenance of Wheelchair Lifts at the Lake County Juvenile Center to Everest Elevators in the amount of \$2,025.00 to be ratified; Item #36B – Transfer of Tax Sale Certificates to Winfield Township, City of Gary, City of East Chicago, City of Whiting, Town of Highland, Town of New Chicago, City of Hammond and Town of Munster; Deletions – Number 30 and Number 35; Corrections – Number 19 – should read \$49,500.00. Motion carried.

Order #2 Agenda #5D-E

In the Matter of Notices/Agenda: Approved Final Agenda to be made a matter of public record; Public Record of Certificate of Service of Meeting Notice to those who have made such written request.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the Final Agenda and Certificate of Service of Meeting Notice. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items #17, 37A, 37B, 37C, 37D, 37E, 37F, 37G, 43, 45A, and 45B.

Repay made a motion, seconded by Scheub, to approve the Items of the Consent Agenda for a matter of public record (Items #17, 37A, 37B, 37C, 37D, 37E, 37F, 37G, 43, 45A, and 45B). Motion carried.

Order #3 Consent Agenda #17

In the Matter of L C Sheriff – Public Record of Documentation concerning Gasoline Bids for the months of January, February, and March 2013.

Repay made a motion, seconded by Scheub, to make a matter of public record the Gasoline Bid documentation from the Sheriff's Department concerning gasoline bids for the months of January, February, and March 2013. Motion carried.

Order #3 Consent Agenda #37A

In the Matter of IDEM: Indiana Department of Environmental Management.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Indiana Department of Environmental Management a matter of public record (BP Products North America; Buckeye Terminal, LLC; Summit, Inc.; Healthcare Waste Midwest, LLC; Buckeye Terminals, LLC; Marathon Petroleum Company, LP; Ziese & Sons Excavating, Inc.; Hermits Lake Wastewater Treatment Plant; EF Highlands, LLC; BP Products North America, Inc.; Nob Hill Waste Water Treatment Plant; Waste Service, Inc.; Niemeyer's Landscape Supply; Halstab Division of Hammond Group, Inc.; Halstab Division of Hammond Group, Inc.; Fritz Enterprises, Inc.; Enbridge Energy Limited Partnership – Griffith Terminal & Hartsdale Terminal; Merrillville Conservancy District; Town of Highland Board of Sanitary Commissioners; Healthcare Waste Midwest, LLC; Halstab Division of Hammond Group, Inc.; RB Schererville Crossings, LLC; Mr. Mar TeGrootenhuis; Merrillville Conservancy District; Notice of Decision – USS). Motion carried.

Order #3 Consent Agenda #37B

In the Matter of IDEM: Indiana Department of Natural Resources.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Indiana Department of Natural Resources a matter of public record (Glendale Park Historic District, 17-64 Glendale Parkway, Hammond, Lake County, IN). Motion carried.

Order #3 Consent Agenda #37C

In the Matter of IDEM: Certificates of Liability Insurance.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Certificates of Liability Insurance a matter of public record (Advanced Waste Services, Inc.; Telephone's Plus, Inc.; Toepper Enterprises, Inc. d/b/a D & T Excavating & Lake Improvement Specialists; Crown Point Lions Club; Slager Concrete Services, Inc.; Huston Electric, Inc.; Gary Sportsmen Club, Inc.; Grate Signs, Inc.; RA Mulder, Inc.; Carlisle Utility Contractors, Inc.). Motion carried.

## Order #3 Consent Agenda #37D

In the Matter of IDEM: Continuation Certificates.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Continuation Certificates a matter of public record (All Erection Company, Inc.; Brasco, Inc.; Ortman Drilling, Inc.; Complete Canopy Services, Inc.; Horizon Retail Construction, Inc.; Oracle Elevator Company; Insurance Serives Construction Corporation; T Mooncotch Inc.). Motion carried.

## Order #3 Consent Agenda #37E

In the Matter of IDEM: Cancellation Memos.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Cancellation Memos a matter of public record (Hard Surface Solutions, Inc.; Chi-Town Signs; JIF Paving, Inc.; Grate Signs, Inc.; Cardinal Mechanical Services, Inc.; Aguilar Masonry; Cooper's Hawk Construction, LLC; Custom Touch Painting, LLC; John Wehmeyer d/b/a All Masonry; Bernabe Garcia; Melbar Construction, LLC; Illinois Oil Marketing Equipment Inc.; Fire Pros, Inc.; Miller Concrete Construction, Inc.; Lowe Voltage Solutions). Motion carried.

## Order #3 Consent Agenda #37F

In the Matter of IDEM: Assumption Certificate.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: Assumption Certificate a matter of public record (Andrew Systems, Inc.). Motion carried.

## Order #3 Consent Agenda #37G

In the Matter of IDEM: License Bond.

Repay made a motion, seconded by Scheub, to make the Notices of the IDEM: License Bond a matter of public record (DLZ Industrial, LLC; Bond Rider – Advanced Property Preservation, Inc.). Motion carried.

## Order #3 Consent Agenda #43

In the Matter of Vendor Qualification Affidavits

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

SUBURBAN ELEVATOR  
SENTINEL OFFENDER SERVICES, LLC  
MILLS GRADING AND EXCAVATING  
REGIONAL RECOVERY SERVICES, INC.  
W.E.F. ENTERPRISES, INC. D/B/A ART HILL FORD LINCOLN D/B/A ART HILL MAZDA  
PUDDLES INTERNATIONAL, INC.  
NORTHERN SAFETY COMPANY, INC.  
HARTNEY FUEL OIL CO. D/B/A PAULSON OIL COMPANY  
JS INSTRUMENTS & EQUIPMENT, INC.  
LAKE SHORE DOMESTICS, INC. D/B/A LAKE SHORE FORD, INC.  
KIDS TEES BY STEPHEN JOSEPH  
PHILLIPS INTERNATIONAL, INC.  
LORI L. LANCASTER  
RECREATION INSITES, LLC  
ERICSSON, INC.  
JAMES GARBARINO  
A.F. HAUSER, INC.  
COMPUMED, INC.  
INTAPOL INDUSTRIES  
THE METHODIST HOSPITALS, INC. D/B/A METHODIST PHYSICIAN SERVICES  
SHAWN D. O'KEEFE  
UNITED WAY PORTER COUNTY  
CARDO JF NEW  
BEST WESTERN WEST LAFAYETTE EXECUTIVE PLAZA  
MOMAR, INC.

## Order #3 Consent Agenda #45A

In the Matter of Treasurer's Departmental Report for the months of January and February, 2013.

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 Months of January and February 2013. 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.

Repay made a motion, seconded by Scheub, to accept the above Treasurer's Report of January and February 2013 as submitted. Motion carried.

## Order #3 Consent Agenda #45B

In the Matter of Weights and Measures Report for the period of 1/16/13 to 2/15/13.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 1/16/13 – 2/15/13. Said report are 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.

## Order #3 Consent Agenda #45B cont'd

Repay made a motion, seconded by Scheub, to accept the above Weights and Measures Report of January 16, 2013 – February 15, 2013 as submitted. Motion carried.

## Order #4 Agenda #10

In the Matter of L C Highway – Contract for Aggregate (Limestone) Picked Up for the year 2013.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award the contract for Aggregate (Limestone) Picked Up for the year 2013 for the L C Highway Department to **U.S. Aggregates, Inc.**, being the sole and most responsive bid, upon a motion made by Repay, seconded by Scheub. Motion carried.

## Order #5 Agenda #11

In the Matter of L C Highway – Professional Services Agreement between Hanson Professional Services, Inc. and the Board of Commissioners of the County of Lake for professional services in connection with the Lake County Bridge #108 Replacement, Colfax Street over Brown Ditch in an amount not to exceed \$151,116.00.

Repay made a motion, seconded by Scheub, to approve the Professional Services Agreement between Hanson Professional Services, Inc. and the Board of Commissioners of the County of Lake on behalf of L C Highway Department for professional services in connection with the Lake County Bridge #108 Replacement, Colfax Street over Brown Ditch in an amount not to exceed \$151,116.00. Motion carried.

## Order #6 Agenda #12

In the Matter of L C Highway – Supplemental Agreement No. 1 to the agreement entered into on December 17, 2003 between United Consulting and the Board of Commissioners of the County of Lake for the Replacement of Lake County Bridge No. 276, carrying Morse Street over McConnell Ditch in the amount of \$11,800.00.

Repay made a motion, seconded by Scheub, to approve the L C Highway – Supplemental Agreement No. 1 to the agreement entered into on December 17, 2003 between United Consulting and the Board of Commissioners of the County of Lake for the Replacement of Lake County Bridge No. 276, carrying Morse Street over McConnell Ditch in the amount of \$11,800.00. Motion carried.

## Order #7 Agenda #13

In the Matter of L C Highway – Indiana Department of Transportation Project Coordination Contract EDS #A249-13-320429, Des. No. 0600752, CFDA # 20.205 and the Board of Commissioners of the County of Lake for the Replacement of Lake County Bridge #306, Broad Street over Turkey Creek. County share to be 20% of the total cost of \$900.00.

Repay made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Project Coordination Contract EDS #A249-13-320429, Des. No. 0600752, CFDA # 20.205 and the Board of Commissioners of the County of Lake on behalf of L C Highway Department for the Replacement of Lake County Bridge #306, Broad Street over Turkey Creek. County share to be 20% of the total cost of \$900.00. Motion carried.

## Order #8 Agenda #14

In the Matter of L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract, Supplement Number 1 EDS No.: A249-11-320146 to the agreement entered into on November 16, 2010 for the provision of Services required in connection with INDOT Designation Number 1005386 for the inspection of all bridges that have a length of 20 feet or greater and are owned and/or maintained by the County, for an additional bridge (Covered Bridge #392, located in the Lake County Fairgrounds). The maximum Federal share of eligible costs is \$292,131.20, equal to 80% of the eligible project costs.

Repay made a motion, seconded by Scheub, to approve the L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract, Supplement Number 1 **EDS No.: A249-11-320146** to the agreement entered into on November 16, 2010 for the provision of Services required in connection with INDOT Designation Number 1005386 for the inspection of all bridges that have a length of 20 feet or greater and are owned and/or maintained by the County, for an additional bridge (Covered Bridge #392, located in the Lake County Fairgrounds). Motion carried.

## Order #9 Agenda #15

In the Matter of L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for buried telephone facilities, Job #8940077, 10906 White Oak Avenue, Hanover Township, NE ¼ section 7, T34N-R9W.

Repay made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for buried telephone facilities, Job #8940077, 10906 White Oak Avenue, Hanover Township, NE ¼ section 7, T34N-R9W. Motion carried.

## Order #10 Agenda #16

In the Matter of L C Sheriff – SPECIFICATIONS: A. Class 1 – Six (6) full size four-door sedans with factory installed police packages; B. Class 2 – Five (5) full size four-door suv's with factory installed police packages; C. Class 3 – Five (5) 2013 mid-sized "investigative" vehicles four-door, to be advertised. Bids to be returned by Wednesday, April 17, 2013 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Repay, to approve the advertising of the Specifications for the L C Sheriff for **A.** Class 1 – Six (6) full size four-door sedans with factory installed police packages; **B.** Class 2 – Five (5) full size four-door suv's with factory installed police packages; **C.** Class 3 – Five (5) 2013 mid-sized "investigative" vehicles four-door, and ordered same for the return of bids by Wednesday, April 17, 2013 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

## Order #11 Agenda #32

In the Matter of Legal Opinion from the Commissioners' Attorney concerning the Sheriff's cars.

Scheub made a motion, seconded by Repay, to delete this item. Motion carried.

## Order #12 Agenda #18

In the Matter of L C Community Corrections – Monitoring Services Agreement between Sentinel Offender Services, LLC and the Board of Commissioners of the County of Lake from the period of April 1, 2013 through March 31, 2014.

Scheub made a motion, seconded by Repay, to approve the L C Community Corrections – Monitoring Services Agreement between Sentinel Offender Services, LLC and the Board of Commissioners of the County of Lake from the period of April 1, 2013 through March 31, 2014. Motion carried.

**SENTINEL OFFENDER SERVICES, LLC****MONITORING SERVICES AGREEMENT**

This Monitoring Services Agreement (this “**Agreement**”) dated as of March 11, 2013, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“**Sentinel**”), having its principal place of business at 201 Technology Drive, Irvine, California 92618, and Lake County Community Corrections (“**Customer**”) having its principal place of business at 2600 W. 93<sup>rd</sup> Avenue, Crown Point, Indiana 46307.

**RECITALS**

- A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to Customers, probation departments and community correctional entities.
- B. The Customer desires to oversee a certain portion of their offenders in a supervision and tracking program that is to monitor the offender through one of the different levels of monitoring services provided by Sentinel.
- C. Sentinel and Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer will be responsible for determining the level and type of monitoring on an individual basis. The Customer may wish to use monitoring services that include Radio Frequency, Global Positioning Satellite Tracking, Breath Alcohol Testing or Drug Testing.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Services; Equipment; and Customer's Responsibilities**

1.1 **Services to be Performed.** During the Term (as defined at Section 3.1), Sentinel shall provide to The Customer services described at **Exhibit “A”** attached hereto (the “**Services**”). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Customer acknowledges that Sentinel's ability to provide the Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by The Customer of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by The Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Sentinel is making no representation or warranty that the provision of Services will be made available without interruption or will operate error- free.

Order #12 Agenda #18 cont'd

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment ("**Sentinel Equipment**") in connection with its provision of its electronic monitoring Services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at **Exhibit "B"** attached hereto ("**Customer-Controlled Equipment**").

1.3 Customer's Responsibilities. In addition to any other obligations of The Customer forth herein, Customer shall be responsible for the obligations set forth at **Exhibit "C"** attached hereto ("**Customer Responsibilities**").

### **Section 2. Service Fees and Payments**

2.1 Service Fees. Sentinel shall collect from the Customer the agreed upon amount for services rendered. The fee schedule is to be defined in **Exhibit "D"** attached hereto (the "**Fee Table**"). Payments will be due and payable within 60 days of receipt of invoice. Any fees not paid within the 60 days after invoice will result in an interest rate of 1.5% to be added to the monthly invoice total.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

### **Section 3. Term; Termination; and Suspension**

Term. This Agreement is effective as of April 1, 2013, and shall continue in full force and effect until March 31, 2014 (The "Initial Term"). This Agreement will be deemed to be renewed annually ("Renewal Term") upon the expiration of the Initial Term. After the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a 60 day written notice. This agreement will be considered extended unless a party hereto notifies the other party sixty (60) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the "**Term**").

3.1 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 60 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.2 Rights Upon Termination. Upon termination or expiration of this Agreement:

- (a) Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at **Exhibit "F"** attached hereto ("**Post-Termination Services**");
- (b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;
- (c) Sentinel shall give to Customer all copies of Private Information (as defined at Section 5.3);

Order #12 Agenda #18 cont'd

- (d) Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
  - (e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.
- 3.3 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance if, in Sentinel's reasonable judgment, The Customer has materially breached any obligation set forth herein.
- 3.4 Lost and damaged. Sentinel reserves the right to charge the Customer for lost or damaged Sentinel equipment as described in "Exhibit G" attached hereto ("**Lost/Damaged Equipment Schedule**").

#### Section 4. Marketing

The Customer agrees that Sentinel may include the name of the Customer's name in listings of Sentinel's customers.

#### Section 5. Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("**Private Information**"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private

Order #12 Agenda #18 cont'd

Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

#### **Section 6. Representations and Warranties**

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

#### **Section 7. Acknowledgments**

The Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

#### **Section 8. Limitation of Liability**

8.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and The Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer acknowledges Sentinel's ability to provide electronic monitoring Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by the Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, the Customer acknowledges that Sentinel does not warrant that the services will function on an error-free basis. At any given time, the equipment or software used in connection with this agreement may malfunction and failures in the services may occur from time to time. The Customer agrees that Sentinel will not be liable for any damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Sentinel's operations or its provision of or failure to provide the services.

## Order #12 Agenda #18 cont'd

The Customer affirms that it requests that Sentinel provide electronic monitoring by global positioning satellite (GPS) to certain participants. All participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel. The Customer agrees that Sentinel shall be entitled to indemnification for any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) which hereafter may be incurred by Sentinel arising in connection with its provision of GPS monitoring services (a) to the extent such risks have been expressly assumed by the Customer or otherwise are outside of Sentinel's direct and immediate control.

8.3 Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the services, even if such party has been advised of the possibility of such damages.

(a) Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to the Customer's claims or (ii) \$20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Sentinel is solely responsible for all taxes and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer for any loss of any kind whatsoever. Sentinel has not authority, express or implied, to bind or obligate the Customer in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign or delegate any portion of this agreement or the services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this agreement.

8.6 Authority to Bind Contractor. Notwithstanding anything in this agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this agreement fully binding upon the company when his signature is affixed and accepted by the Customer.



Order #12 Agenda #18 cont'd

### Section 9. General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC  
201 Technology Drive  
Irvine, California 92618  
Telephone No.: (949) 453-1550  
Facsimile No.: (949) 453-1554  
Attention: Robert A. Contestabile, President

With a copy to:

Stradling, Tocca, Carlson and Rauth  
Attn: Mr. Bruce Feuchter  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660  
949.725.4123

If to Customer:

Lake County Community Corrections  
2600 West 93<sup>rd</sup> Avenue  
Crown Point, Indiana 46307  
Telephone No.: (219) 755-3850  
Attention: Ms. Kellie Bittorf, Executive Director

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

## Order #12 Agenda #18 cont'd

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Lake County, Indiana, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto, and shall be enforceable by any Customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law And Choice Of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of Indiana. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the Lake County Circuit Court or in the United States District Court, Northern District of Indiana, and the parties hereby submit to the exclusive jurisdiction of said Customers.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to the Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim. Each party has the right to negotiate the total sum allowed for attorney fees incurred by the other party.

9.7 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any Customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

Order #12 Agenda #18 cont'd

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

*[signatures follow]*

Order #12 Agenda #18 cont'd

IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

**LAKE COUNTY COMMUNITY CORRECTIONS ("Customer")**

By: Kellie J. Bittorf  
Kellie Bittorf  
Its: Executive Director

Date: 3-12-13

**LAKE COUNTY COMMISSIONERS**

By: Roosevelt Allen, Jr.  
Roosevelt Allen, Jr., Commissioner

Date: 3-20-13

By: Mike Repay  
Mike Repay, Commissioner

Date: 3-20-13

By: Gerry Scheub  
Gerry Scheub, Commissioner

Date: 3-20-13

**SENTINEL OFFENDER SERVICES, LLC ("SENTINEL")**

By: Mark A. Contestabile  
Mark A. Contestabile  
Its: Chief Business Development Officer

Date: 3-12-13

Order #12 Agenda #18 cont'd

**EXHIBIT "A"****THE SERVICES**

- **Basic Services**

Sentinel will provide Landline and Cellular Radio Frequency monitoring, GPS tracking, and Breath Alcohol testing equipment. Customer will select individuals that the Customer deems appropriate to participate on either a Radio Frequency monitoring system, a Global Positioning Satellite tracking system, or a Breath Alcohol Testing system.

- **On-Site Technician**

Sentinel will provide an on-site technician to be made available for equipment installation, maintenance, and recovery. The on-site technician will also assist with the entry of participant schedules and will provide frontline troubleshooting of equipment and alerts. The on-site technician will have a set schedule that is mutually agreed upon by both Community Corrections and Sentinel.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its services. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands at no charge to the Customer. Customer also agrees to assist with the program change over and implementation of Sentinel Products and Services.

- **Maintenance Services**

Sentinel's on-site personnel will be instructed on how to properly maintain the monitoring equipment while administering the program. Any maintenance concerns that cannot be corrected by our local technician will be forwarded to Sentinel's National Warehouse for further investigation.

- **Hours of Operation**

The Sentinel SenTrak offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. Our National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year. Our monitoring center can be contacted at 800.551.4911.

- **Reports**

For report and activity information, the Customer will be able to access our SenTrak software through either a standard computer or laptop connection. Sentinel staff will also provide a daily report to Customer as requested for participant information and transactions.

**Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

Order #12 Agenda #18 cont'd

**EXHIBIT "B"****CUSTOMER-CONTROLLED EQUIPMENT**

As required by this Agreement, Sentinel will provide to the Customer the required amount of electronic monitoring equipment in order for successful operation of the program. Sentinel will also provide the customer with 10% shelf stock on basic (non-Cellular) equipment at no additional charge. Sentinel will also provide two (2) Cellular Radio Frequency Home Monitoring Units and one (1) GPS Tracking Unit for shelf stock at no additional charge. It will be the Customer's responsibility to notify the Sentinel Resource Center or the local Sentinel technician of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges. However, Sentinel will work with the Customer, through our local Sentinel technician, to develop procedures that minimize inaccuracies and correct issues upon occurrence.

The Customer will be responsible for the equipment. Any lost and damaged above the allotted contractual amount will require reimbursement to Sentinel at the rates as outlined under **Exhibit G, Lost or Damaged Equipment Schedule**.

Order #12 Agenda #18 cont'd

**EXHIBIT "C"**

**CUSTOMER RESPONSIBILITIES**

Customer shall agree that its' representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units. Customer will agree to the prompt payment of any service fees due to Sentinel as stated in this Agreement.

Customer shall also agree to notify Sentinel if equipment is lost or damaged.

Order #12 Agenda #18 cont'd

**EXHIBIT "D"**

**EQUIPMENT FEE TABLE**

The fees that will be applicable for this Program *without* a joint Drug Testing Program with Adult Probation are:

<b>SERVICES</b>	<b>RATE</b>
<b><u>Radio Frequency (RF) Monitoring</u></b>	
Landline Home Monitoring Unit:	\$2.76 per active unit per day
Cellular Home Monitoring Unit:	\$3.18 per active unit per day
<b><u>Global Positioning Satellite (GPS) Tracking</u></b>	
Passive GPS Tracking	\$4.73 per active unit per day
Active GPS Tracking	\$5.67 per active unit per day
<b><u>Scramx Alcohol Monitoring</u></b>	\$9.25 per active unit per day
<b><u>MEMS 3000 Breath Alcohol Monitoring</u></b>	\$3.35 per active unit per day
<b><u>Portable Breath Alcohol Monitoring</u></b>	
1 to 5 tests per day	\$6.50 per active unit per day
Each additional test	\$0.25 per test
<b><u>Smartphones</u></b>	Three (3) provided at no cost
<b><u>Drive By Units</u></b>	One (1) provided at no cost

\*GPS monitoring equipment and Cellular Home monitoring equipment above the contractual allotment will be billed to the department at a rate of \$1.00 per day for units not in service. This will only apply to units utilizing cellular technology.

\*\* Sentinel will provide two (2) Cellular Radio Frequency Home Monitoring Units and one (1) GPS Tracking Unit for inventory purposes at no cost. All additional cellular units not in service will be billed as stated above.

Training:	Provided Annually at No Charge
All Consumables:	Provided at No Charge

Should Community Corrections and Adult Probation develop a Drug Testing Program consisting of 1300 drug screens per month, the following fees will be applicable for landline radio frequency electronic monitoring in place of the above stated amount:

<b><u>Radio Frequency (RF) Monitoring</u></b>	
Landline Home Monitoring Unit:	\$2.17 per active unit per day



Order #12 Agenda #18 cont'd

**EXHIBIT "E"****EQUIPMENT AND HOST PURCHASE AND MONTHLY CREDIT**

Sentinel agrees to purchase Lake County's BI Field Monitoring Devices, BI Ankle Transmitters, and BI Host Monitoring System. Sentinel shall credit Lake County Community Corrections \$150 for each functioning set of BI equipment and \$750 for all components associated with the BI Host Monitoring System.

All pieces of equipment will be shipped to Sentinel's National Warehouse located in Irvine, California, for testing of functionality. Upon completion of all testing, an invoice listing each set of equipment, its allotted credit amount, and a total account credit amount will be sent to Lake County Community Corrections. This credit shall be disseminated over a period of six (6) months as agreed upon by Lake County Community Corrections and Sentinel Offender Services. This credit shall be applied to the first six (6) monthly statements received by Lake County for the electronic monitoring services rendered by Sentinel.

Order #12 Agenda #18 cont'd

**EXHIBIT "F"**

**POST-TERMINATION SERVICES**

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Company will provide all services up until the expiration date of the contract, upon which it will be the Company's responsibility to collect all monitoring equipment and supplies that are in the possession of the program participants.

Company will not be responsible for the monitoring of any offender once the agreement expiration date has past. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.

Order #12 Agenda #18 cont'd

**EXHIBIT "G"****LOST/DAMAGED EQUIPMENT SCHEDULE**

If Customer utilizes Sentinel's electronic monitoring services it will assume the responsibility of properly maintaining the equipment in a functional manner and will be held liable for all damaged and or lost equipment that exceeds 5% annually.

Sentinel shall maintain adequate inventory records of equipment shipped to Customer. Customer agrees to keep adequate shipping records of equipment sent to Sentinel's National Warehouse for repair. Customer also agrees to reimburse Sentinel for all lost and damaged equipment during the term of this agreement beyond 5% at the rates listed below:

One Piece GPS Unit	\$ 800.00
RF Transmitter	\$ 350.00
Home Monitoring Unit	\$ 850.00
Cellular Home Unit	\$ 1,200.00
MEMS 3000 - Landline	\$ 1,500.00
MEMS 3000- Cellular	\$ 1,800.00
Portable Breath Alcohol	\$ 500.00
Scramx Bracelet	\$ 1,000.00
Scramx Base Station	\$ 500.00
Scramx Cellular Module	\$ 400.00

Normal shipping is ground delivery and is paid by Sentinel. Rush shipments, i.e., overnight/next day will be invoiced to the Customer for the additional shipping costs. Customer will only be invoiced for the difference between ground shipping and overnight/next day. Customer is responsible for shipping charges incurred as a result of excess inventory returns.

Order #12 Agenda #18 cont'd

**EXHIBIT "H"****ON-SITE TECHNICIAN JOB DESCRIPTION**

POSITION TITLE: ON-SITE TECHNICIAN  
 REPORTS TO: FIELD SERVICES MANAGER  
 APPROVED BY: MARK CONTESTABILE, CBDO

**QUALIFICATIONS AND STANDARDS:**

1. Excellent communication skills (written and verbal).
2. Professional appearance: consistent with desired company image.
3. Above average knowledge of local County Procedures.
4. Positive, Proactive, Team Oriented, Flexible, Leadership Oriented.
5. Planning and Organizational skills (Priority Setting, Time and Project Management).
6. Ability to communicate with the customer to resolve issues.
7. Ability to pass a criminal background check in order to receive County identification and building access clearance.

**SKILLS AND CAPABILITIES**

1. In depth knowledge of electronic monitoring equipment.
2. Knowledge of monitoring center software.
3. Experience with in-home equipment installation and related downloads.
4. Must be able to communicate professionally with members of the Department, Sentinel and program participants.
5. Must be able to maintain levels of inventory accurately to ensure timely installations and de-installations as required by the department.
6. Position will be required to be available to the department for possible emergencies.
7. Work schedule will be designed to best meet the needs of the Department so long as the schedule does not exceed 40 hours per week.
8. Must be able to handle situations in a professional manner while working with participants.

**FUNCTIONAL BUSINESS ACTIVITIES**

1. Perform installations, equipment retrieval, and equipment maintenance/service in a timely manner as requested by the Department.
2. Provide participant schedule entry as requested by the Department.
3. Supervise and control inventory levels in the Lake County program while keeping equipment loss to a minimum.
4. Troubleshoot all monitoring equipment.
5. Perform shipping and receiving tasks (UPS) associated with maintaining inventory levels.
6. Responsible for equipment recovery and maintenance. This may include accompanying Lake County personnel in the field.
7. Attend and participate in trainings and meetings as requested by the Department.
8. Provide internal and external customer support.
9. Maintain a strong working relationship with Lake County Community Corrections.
10. Ensure at all times Sentinel is within its contractual obligations for Lake County.
11. Promote the expansion of electronic monitoring and related services to Lake County.
12. Perform all other duties as assigned.

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Order #13 Agenda #19

In the Matter of L C Surveyor – Request for release of performance bond in the amount of \$49,500.00 from Renier Construction Company for work completed on the Dayton Freight project in Lowell, Indiana.

Repay made a motion, seconded by Scheub, to approve the request of the L C Surveyor for the release of performance bond in the amount of \$49,500.00 from Renier Construction Company for work completed on the Dayton Freight project in Lowell, Indiana. Motion carried.

Order #14 Agenda #20

In the Matter of L C Surveyor – Request for permission to utilize the unused dollar portion from an agreement with The Sidwell Company for the year 2012 for web hosting annual base fee for the period of February 1, 2013 to January 31, 2014 in the amount of \$4,500.00.

Repay made a motion, seconded by Scheub, to defer. Motion carried.

## Order #15 Agenda #6

In the Matter of BIDS: L C Highway – Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for the year 2013.

This being the day, time and place for the receiving of bids for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for the year 2013 for the Highway Department, the following bids were received:

Reith-Riley Construction Co., Inc.	\$344,250.00
Walsh & Kelly, Inc.	\$371,500.00

Scheub made a motion, seconded by Repay, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

## Order #15 Agenda #7

In the Matter of BIDS: L C Highway – Hot-In-Place Recycling by the Heater Scarification Method for the year 2013.

This being the day, time and place for the receiving of bids for Hot-In-Place by the Heater Scarification Method for the year 2013 for the Highway Department, the following bids were received:

Gallagher Asphalt	\$99,750.00
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Scheub made a motion, seconded by Repay, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

## Order #15 Agenda #8

In the Matter of BIDS: L C Highway – Seal Coat (Chip and Seal) for the year 2013.

This being the day, time and place for the receiving of bids for Seal Coat (Chip and Seal) for the year 2013 for the Highway Department, the following bids were received:

Reith-Riley Construction Co., Inc.	\$297,500.00
Walsh & Kelly, Inc.	\$325,500.00

Scheub made a motion, seconded by Repay, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

## Order #15 Agenda #9

In the Matter of BIDS: L C Highway – Sealing Cracks and Joints for the year 2013.

This being the day, time and place for the receiving of bids for Sealing Cracks and Joints for the year 2013 for the Highway Department, the following bids were received:

Days Construction	\$67,200.00
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Scheub made a motion, seconded by Repay, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

## Order #16 Agenda #21

In the Matter of L C Community Economic Development Department – Request for publication of notice of public hearing for FY CDBG Allocation.

Scheub made a motion, seconded by Repay, to approve the request of Lake County Community Economic Development to publish a Notice of Public Hearing for FY CDBG Allocation. Motion carried.

## Order #17 Agenda #22

In the Matter of L C Circuit Court – Consulting Contract between Thomas K. Hoffman and the Board of Commissioners of the County of Lake for Mental Health Commitment Counsel Attorney Services for the year 2013 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Repay, to approve the L C Circuit Court – Consulting Contract between Thomas K. Hoffman and the Board of Commissioners of the County of Lake for Mental Health Commitment Counsel Attorney Services for the year 2013 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour. Motion carried.

## Order #18 Agenda #23

In the Matter of L C Auditor – Consulting Contract between Randy H. Wyllie and the Board of Commissioners of the County of Lake for Attorney Services for the year 2013 in an amount not to exceed \$40,000.00 out of the general fund and \$35,000.00 out of the ineligible homestead fund if necessary payable at the rate of \$90.00 per hour for Attorney Services and \$45.00 per hour for Law Clerks services.

Repay made a motion, seconded by Scheub, to approve the L C Auditor – Consulting Contract between Randy H. Wyllie and the Board of Commissioners of the County of Lake for Attorney Services for the year 2013 in an amount not to exceed \$40,000.00 out of the general fund and \$35,000.00 out of the ineligible homestead fund if necessary payable at the rate of \$90.00 per hour for Attorney Services and \$45.00 per hour for Law Clerks services. Motion carried.

## Order #19 Agenda #24

In the Matter of L C Council – Consulting Contract between Lemuel Perkins and the Board of Commissioners of the County of Lake for the year 2013 in an amount not to exceed \$15,000.00 for Part A Budget/Town, Cities, and Taxing Units and \$10,000.00 for Part B Reassessment.

## Order #19 Agenda #24 cont'd

Repay made a motion, seconded by Scheub, to approve the L C Council – Consulting Contract between Lemuel Perkins and the Board of Commissioners of the County of Lake for the year 2013 in an amount not to exceed \$15,000.00 for Part A Budget/Town, Cities, and Taxing Units and \$10,000.00 for Part B Reassessment. Motion carried.

## Order #20 Agenda #25

In the Matter of L C Calumet Township Assessor – Agreement between Amy Ruth Bruce and the Board of Commissioners of the County of Lake for janitorial service for the year 2013 in an amount not to exceed \$19,500.00 payable at the rate of \$1,625.00 per month.

Scheub made a motion, seconded by Repay, to approve the L C Calumet Township Assessor – Agreement between Amy Ruth Bruce and the Board of Commissioners of the County of Lake for janitorial service for the year 2013 in an amount not to exceed \$19,500.00 payable at the rate of \$1,625.00 per month. Motion carried.

## Order #21 Agenda #26

In the Matter of L C Data Processing – Service Agreement between Chester, Inc. and the Board of Commissioners of the County of Lake for various County Offices and Departments for the year 2013 in the amount of \$20,676.00 payable at the rate of \$5,169.00 per quarter.

Repay made a motion, seconded by Scheub, to approve the Service Agreement between Chester, Inc. and the Board of Commissioners of the County of Lake on behalf of Data Processing for various County Offices and Departments for the year 2013 in the amount of \$20,676.00 payable at the rate of \$5,169.00 per quarter. Motion carried.

## Order #22 Agenda #27

In the Matter of L C Data Processing – DS1 Service Agreement between AT&T and the Board of Commissioners of the County of Lake for the Griffith Police Department DS3 and T1 Communication Lines for 36 months at the rate of \$214.20 per month.

Repay made a motion, seconded by Scheub, to approve the DS1 Service Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Data Processing for the Griffith Police Department DS3 and T1 Communication Lines for 36 months at the rate of \$214.20 per month. Motion carried.

## Order #23 Agenda #28

In the Matter of L C B.O.C. – Agreement between Joseph Irak and the Board of Commissioners of the County of Lake for Attorney Services for the period of April 1, 2013 to December 31, 2013 in an amount not to exceed \$48,749.94 payable at the rate of \$5,416.66 per month.

Scheub made a motion, seconded by Repay, to approve the Agreement between Joseph Irak and the Board of Commissioners of the County of Lake for Attorney Services for the period of April 1, 2013 to December 31, 2013 in an amount not to exceed \$48,749.94 payable at the rate of \$5,416.66 per month. Motion carried.

## Order #24 Agenda #29

In the Matter of L C B.O.C. – Interlocal Agreement between the Civil City of Hammond, by its Board of Public Works and Safety, the Civil Town of Munster, by its Town Council, Lake County, by its County Commissioners and the Little Calumet River Basin Commission by its Director for the replacement of the Columbia Avenue Bridge.

Repay made a motion, seconded by Scheub, to accept and make a matter of public record the Interlocal Agreement between the Civil City of Hammond, by its Board of Public Works and Safety, the Civil Town of Munster, by its Town Council, Lake County, by its County Commissioners and the Little Calumet River Basin Commission by its Director for the replacement of the Columbia Avenue Bridge. Motion carried.

## Order #25 Agenda #31

In the Matter of L C B.O.C. – Letter of Authorization to the Lake County Auditor to process a claim for Burke, Costanza & Carberry, LLP for professional services rendered through 02/28/13 in the amount of \$3,469.50.

Scheub made a motion, seconded by Repay, to approve the Letter of Authorization to the Lake County Auditor to process a claim for Burke, Costanza & Carberry, LLP for professional services rendered through 02/28/13 in the amount of \$3,469.50. Motion carried.

## Order #26 Agenda #33

In the Matter of L C B.O.C. – McDonald's USA, LLC request for consent to cross utility easement(s) located on Part of Lot 11 and Lot 12 in I-65 and Route 2 Commercial Park Addition to Lake County, Indiana, property is more commonly known as 3064 81<sup>st</sup> Place, Lowell, Indiana.

Scheub made a motion, seconded by Repay, to approve the request of McDonald's USA, LLC for consent to cross utility easement(s) located on Part of Lot 11 and Lot 12 in I-65 and Route 2 Commercial Park Addition to Lake County, Indiana, property is more commonly known as 3064 81<sup>st</sup> Place, Lowell, Indiana. Motion carried.

## Order #27 Agenda #34

In the Matter of L C B.O.C. – Lake Superior Court Civil Division Room Seven request for property disposal.

Repay made a motion, seconded by Scheub, to approve the property disposal request for Lake Superior Court Civil Division Room 7 (obsolete chairs). Motion carried.

## Order #28

Comes now, before the Board of Commissioners, Hank Adams/Lake County Assessor, for a brief discussion between the Commissioners, the Assessor, and Commissioner's Attorney, related to an item that was deleted. (Items #35)

## Order #29

Comes now, Board President made acknowledgement of Steve Landry, Gary Airport Director and Patrick Lift, Gary Airport Attorney, present in today's meeting.

## Order #30 Agenda #36

In the Matter of L C B.O.C. – Caremarkpcs Health, LLC amended and restated managed pharmacy benefit services agreement – consumer card program.

Comes now, before the Board of Commissioners, Councilwoman Cid, to speak for and regarding the Caremarkpcs Health, LLC amended and restated managed pharmacy benefit services agreement – consumer card program, Repay made a motion, seconded by Scheub, to approve. Motion carried.

## Order #31 ADD Agenda #36A

In the Matter of L C B.O.C. – Award of the Proposal for Maintenance of Wheelchair Lifts at the Lake County Juvenile Center to Everest Elevators in the amount of \$2,025.00. To be ratified.

Repay made a motion, seconded by Scheub, to ratify and make a matter of public record the acceptance and award to **Everest Elevator** for Maintenance of Wheelchair Lifts at the Lake County Juvenile Center in the amount of \$2,025.00, with the recommendation and review by Tramel Raggs. Motion carried.

## Order #32 ADD Agenda #36B

In the Matter of L C B.O.C. – Transfer of Tax Sale Certificates to Winfield Township, City of Gary, City of East Chicago, City of Whiting, Town of Highland, Town of New Chicago, City of Hammond and Town of Munster.

Scheub made a motion, seconded by Repay, to approve the Transfer of Tax Sale Certificates to the following Cities and Towns, Lake County, Indiana. Motion carried.

Winfield Township  
City Of Gary  
City Of East Chicago  
City Of Whiting  
Town Of Highland  
Town Of New Chicago  
City Of Hammond  
Town Of Munster

## Order #33 Agenda #38 A, B, C

In the Matter of Review and Approval of the Minutes of the Board of Commissioners Meetings held Wednesday, January 16, 2013, Regular Meeting; Wednesday, January 16, 2013, Special Meeting; Wednesday, February 6, 2013, Regular Meeting; Wednesday, February 20, 2013.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Board of Commissioners meetings Regular Meeting January 15, 2013, Special Meeting January 16, 2013, Regular Meeting February 6, 2013, and Regular Meeting February 20, 2013. Motion carried.

## Order #34 Agenda #39

In the Matter of Lake County Expense Claims to be allowed Wednesday, March 20, 2013.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, March 20, 2013 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.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the Claims and Docket, and ordered same for Auditor to include white claims for the review of Claims and Docket effective March, 2013. Motion carried.

## Order #35 Agenda #40

In the Matter of Lake County Council Ordinances and Resolutions

Comes now, Commissioner Scheub, with question and discussion on Ordinance regarding Town of Lowell (Interlocal Agreement For The Town of Lowell Emergency Call Receiving And Dispatch Service and The Emergency Call Receiving and Dispatch Service Of The Lake County Sheriff's Department).

Upon discussion, Scheub made a motion to veto, Interlocal Agreement For The Town of Lowell Emergency Call Receiving And Dispatch Service and The Emergency Call Receiving and Dispatch Service Of The Lake County Sheriff's Department, Repay seconded the motion, Motion carried 3-0.

Scheub made a motion, seconded by Repay, to approve all remaining Ordinances and Resolutions submitted and adopted by the Lake County Council. Motion carried.

Resolution No. 2013-17	Resolution Honoring Hanover Central High School Junior Steven Micic, IHSAA State Wrestling Champion – 113 Pound Weight Class
Resolution No. 2013-18	Resolution Honoring Lake Central High School Junior Gelen Robinson, IHSAA State Wrestling Champion – 220 Pound Weight Class
Resolution No. 2013-19	Resolution Honoring Merrillville High School Sophomore Bobby Steveson, IHSAA State Wrestling Champion – 170 Pound Weight Class
Resolution No. 2013-20	Resolution Honoring Lake Central High School Boy's Bowling Team

## Order #35 Agenda #40 cont'd

Resolution No. 2013-21	Resolution Permitting The Lake County Coroner To Pay An Outstanding 2012 Invoice/Debt From The 2013 Budget
Resolution No. 2013-22	Resolution Permitting The Office of The Prosecuting Attorney To Pay Outstanding 2012 Invoices/Debts From The 2013 Budget
Resolution No. 2013-23	Resolution Permitting The Superior Court Of Lake County, Juvenile Division, To Pay Outstanding 2012 Invoices/Debts From the 2013 Budget
Resolution No. 2013-24	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2012 Invoices/Debts From The 2013 Budget
Resolution No. 2013-25	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2012 Invoices/Debts From The 2013 Budget
Resolution No. 2013-26	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2012 Government Center Invoices/Debts From The 2013 Budget
Resolution No. 2013-27	Resolution Permitting The Lake County Auditor To Pay An Outstanding 2012 Invoice/Debt From the 2013 Budget
Resolution No. 2013-28	Resolution Permitting The Office of The Public Defender To Pay Outstanding 2012 Invoices/Debts From the 2013 Budget
Resolution No. 2013-29	Resolution Authorizing The Lake County Board Of Commissioners To File A Five Year Consolidated Plan And Annual Action Plan To Execute A Grant Agreement With The U.S. Department Of Housing And Urban Development For An Estimated \$1,749,172.00 Representing Fiscal Year 2013 Funding To Lake County
Resolution No. 2013-30	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Invoices/Debts From 2013 Budget
Resolution No. 2013-31	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Invoices/Debts From 2013 Budget
Resolution No. 2013-32	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Jail Invoice/Debt From 2013 Budget
Resolution No. 2013-33	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Jail Invoice/Debt From 2013 Budget
Resolution No. 2013-34	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Jail Invoices/Debts From 2013 Budget
Resolution No. 2013-35	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Jail Invoices/Debts From 2013 Budget
Resolution No. 2013-36	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Work Release Invoice/Debt From 2013 Budget
Resolution No. 2013-37	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 Animal Control Invoices/Debts From 2013 Budget
Ordinance No. 1355H-1	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2013, Ordinance No. 1355H

## Order #36 Agenda #41

In the Matter of Service Agreements

Scheub made a motion, seconded by Repay, to approve the following Service Agreements. Motion carried.

<b>L C ASSESSOR</b>	<b>W/</b>	Cooler Smart USA, LLC
<b>L C COMMISSIONERS</b>	<b>W/</b>	Patten Power Systems
<b>L C COMMISSIONERS</b>	<b>W/</b>	S & P Exterminating Services
<b>L C COMMISSIONERS</b>	<b>W/</b>	S & P Exterminating Services
<b>L C COMMISSIONERS</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C COMMISSIONERS</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C COMMISSIONERS</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C COMMISSIONERS</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C CRIMINAL COURT</b>	<b>W/</b>	Word Systems, Inc.
<b>L C HEALTH DEPARTMENT</b>	<b>W/</b>	Adams Remco, Inc.
<b>L C HIGHWAY DEPARTMENT</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C HIGHWAY DEPARTMENT</b>	<b>W/</b>	Tri-Electronics, Inc.
<b>L C RECORDER</b>	<b>W/</b>	Information & Records Associates
<b>L C SUPERIOR COURT DIV RM 1</b>	<b>W/</b>	McShane's, Inc.
<b>L C WEIGHTS &amp; MEASURES</b>	<b>W/</b>	March II Enterprises, Inc.

## Order #37 Agenda #42

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by Repay, to approve the following Poor Relief Decisions. Motion carried.



## Order #37 Agenda #42 cont'd

Lynzell Johnson	Approved on condition
Dawn Harrell	Approved
Queeneth Freeman	Approved
Larry Burnett	Approved
Andrew Pettigrew	Approved on condition
Robert Russell	Approved
Kara Burns	Denied for appellant's failure to appear
Gregory Ballard	Denied for appellant's failure to appear
Fred Mendez	Approved
Petra Johnson	Approved
Craig Strong	Approved
Samira Glass	Approved
Keoda Pippins	Denied for appellant's failure to appear
Marvin Rist	Approved
Leonard Montgomery	Approved in part
Leonard Montgomery	Approved
Robert Russell	Denied
Kimberly Peoples	Approved on condition
Terrance Ballard	Denied for appellant's failure to appear
Carnishia Wheatley	Denied for appellant's failure to appear
Carrie Hillard	Denied for appellant's failure to appear
Angellica Irby	Denied for appellant's failure to appear
Kenneth Simpson	Denied
Michelle Wilson	Approved
Brandon Grant	Approved on condition
Alfonso Turner	Approved
Tashiana Ulmer	Approved on condition
Roshell Woods	Approved
Willie Amos	Denied
Lakeisha Scott	Approved
Tylecia Gavin	Denied
Jennifer Jones	Approved
Howard Jackson	Denied for appellant's failure to appear
Stanley Jamison	Approved partial
Taje Tatum	Denied
Fred Robinson	Denied for appellant's failure to appear
Kimberly Doty	Denied for appellant's failure to appear
Terren Carter	Approved
Sharon Hoskins	Remanded to Township for further consideration and review
Gregory Ballard	Approved
Chandra Standifier	Denied
Cladia Borst	Denied
Zoreuzo Newsome	Approved
Pamela Tugielski	Approved
Aleeza Cotton	Approved
Michael Bridges	Approved
Roderick Lowery	Approved
Gabrielle James	Approved
MeLissa Miller	Denied
Brianna Todd	Denied
Antoinette Mack	Denied
Ambre Smith	Denied
Chauncey Griffin	Remanded to township for further consideration and review
	NORTH TOWNSHIP TRUSTEE CLIENT CASE SUMMARY
Tonya Lynn	Denial
Antonio Rias	Denial/FTA
Selvas N. Venuel	Approval
Carmen P. Jackson	-----

## Order #38 Agenda #44A

In the Matter of Appointments: A. Victim Advocate to Community Corrections Advisory Board.

Repay made a motion to appoint Mr. Huseman as a Victim Advocate to Community Corrections Advisory Board, Scheub seconded the motion for appointment. Motion carried.

## Order #39 Agenda #48

In the Matter of Comments for member of the Board of Commissioners.

Commissioner Scheub made an announcement that the Second Floor escalators will be shut down on Friday, March 22, 2013 and any and all meetings scheduled to be held in the Commissioners Courtroom will be held in the Auditorium, Building B, Commissioner Repay added that all 3<sup>rd</sup> Floor, Building A Offices will remain open, and finally Commissioner Allen added that using the stairs will make the employees healthier.

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

The next Board of Commissioners Meeting will be held on Wednesday, April 3, 2013 at 10:00 A.M.

The following officials were Present:  
Attorney John Dull  
Brenda Koselke  
Tramel Raggs

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ROOSEVELT ALLEN Jr., PRESIDENT

\_\_\_\_\_  
MICHAEL REPAY, COMMISSIONER

\_\_\_\_\_  
GERRY SCHEUB, COMMISSIONER

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR