

The Board met in due form with the following members present: Michael Repay, Kyle Allen, Sr. and Jerry Tippy. 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 13th day of April, 2017 at about 3:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 13th day of April, 2017 at about 3:30 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B w/D-E

In the Matter of Notices/Agenda: B. Additions, deletions, and/or corrections to Agenda for a Regular Meeting; D. Approved Final Agenda made a matter of public record; E. Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record.

Allen made a motion, seconded by Tippy, to approve the Additions – Item #24A – Lake County Sheriff request for permission to conduct a public auction on June 3, 2017 at the Lake County Police Garage with viewing starting at 8:00 A.M. and the Auction starting at 10:00 A.M.; Item #24B – Contract between Lisa E. O'Keefe and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Advanced Practice Nurse Services for the period of April 1, 2017 to December 31, 2017 in an amount not to exceed \$143,000.00 plus an additional \$12,000.00 for Off-Site After Hour On-Call Consultations and Services; Item #30A – Moving Contract between Ferree Movers and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration; Item #30B – Moving Contract between On-Time Distribution and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration; Item #31A – Legal Services Agreement entered into on December 21, 2016 for the year 2017 between James Wieser and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration to be rescinded effective March 14, 2017; Item #31B – Legal Services Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the Period of April 18, 2017 to December 31, 2017 in an amount not to exceed \$17,685.00 payable at the rate of \$90.00 per hour; Item #66D – Agreement between Aldan Networking, Inc. and the Board of Commissioners of the County of Lake for Bill Auditing Service with regard to Telecommunication Expenses for the year 2017 to be ratified; Item #66E – Agreement between Shared Resource Solutions, Inc. and the Board of Commissioners of the County of Lake for Human Resource Services for the period of March 1, 2017 to February 28, 2018 in an amount not to exceed \$42,000.00 plus \$80.00 per hour for Court Testimony; Item #66F – Prequalification for Public Construction Bids from Gariup Construction Co., Inc. to be opened; Item #66G – Towing Service Survey from Bennie's Towing Due Wednesday, March 15, 2017 by 9:30 A.M. in the Lake County Auditor's Office turned in Late on Friday, March 17, 2017 at 10:34 A.M. – Reject unopened as Late or Open and take under advisement?; Item #66H – Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated and the Board of Commissioners of the County of Lake for 36 Months in the amount of \$490.00 per month; Item #66I – Agreement between Smith Sersic and the Board of Commissioners of the County of Lake for Subrogation Attorney Services for the period of April 1, 2017 to December 31, 2017 in the amount of Thirty-Three (33%) Percent of All Subrogation amounts collected; Item #66J – Agreement between Kutanovski Law Offices, LLC and the Board of Commissioners of the County of Lake for the Collection of Unclaimed Property for the period of April 19, 2017 to December 31, 2018 in the amount of 10% plus expenses including but not limited to Postage, Photocopying and Filing Fees; Item #66K – Progressive Missionary Baptist Church Request for the Donation of Tax Sale Certificates for 45-08-03-332-018.000-004, 45-08-03-332-021.000-004; 45-08-03-332-023.000-004 and 45-08-03-332.000-004; Corrections – none; Deletions – none, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items #6A a-f; #6B; #6C; #6D.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-f; #6B; #6C; #6D). Motion carried.

Order #3 Consent Agenda #6A-a

In the Matter of Board of Commissioners of the County of Lake: IDEM – Indiana Department of Environmental Management.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management submitted to the Board of Commissioners (Schilling Development; Hammond Group, Inc.; Greentree Enterprises, LLC; Blackhall Corporation; Indiana Disposal Partnership; Stericycle Environmental Solutions, Inc.; MCFS Development, LLC; Indiana Harbor Coke Company, LP; Indiana Harbor Coke Co. LP; Praxair, Inc.; Mr. Dennis Hoya-RDMH Properties, LLC; Beacon Pointe of Cedar Lake, LLC; Marathon Pipe Line, LLC; T&B Tube Company; Blackhall Corp.; Harsco Minerals; Town of Dyer; MCFS Development, LLC; Hamms Lake Development, Inc.; Ozinga Indiana Ready Mix; United States Steel Corporation; ProEdge, Inc.; Jack & Vernons Septic Service; Casey's Marketing Company; United States Gypsum Company; Maya Energy, LLC; Hellman's Auto Supply Company, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

In the Matter of Board of Commissioners of the County of Lake: Certificates of Liability Insurance.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificates of Liability Insurance Notices submitted to the Board of Commissioners (Kelly Plastering Co.; National Construction Enterprises, Inc. – Gibson-Lewis, LLC; National Industrial Maintenance, Inc.; CMP Millwork, Inc.; The Lukemia & Lymphoma Society, Inc.; Berry Electric Contracting Co.; Order #3 Consent Agenda #6A-b cont'd

D&M Excavating, Inc.; Crown Castle International; Advanced Waste Services, Inc.; Karstensen Electrical Construction Inc.; Grimmer Construction, Inc.; DLZ Indiana, LLC; Waikato Enterprises, Inc.; AC&R Specialist; Telephone Plus, Inc.; D&T Excavating; Ziants Mechanical, LLC; A-Sons Construction, Inc.; Mason Man Inc.; Affiliated Customer Service, Inc.; The Sign Group, Inc.). Motion carried.

Order #3 Consent Agenda #6A-c

In the Matter of Board of Commissioners of the County of Lake: Continuation Certificates.

Allen made a motion, seconded by Tippy, to make a matter of public record the Continuation Certificate Notices submitted to the Board of Commissioners (White Oak Construction; Ellas Construction LLC; Durabilt Fence Company II Inc.; Tri-North Builders, Inc.; Associated Contractors, Inc.; Brite's Transportation, Ltd.). Motion carried.

Order #3 Consent Agenda #6A-d

In the Matter of Board of Commissioners of the County of Lake: Reinstatement Notices.

Allen made a motion, seconded by Tippy, to make a matter of public record the Reinstatement Notices submitted to the Board of Commissioners (G&J Services, Inc.; Done Right, Inc.; Lynn-Douglas, Inc.; Rohr Masonry, Inc.; Doodeman Electric, LLC). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of Board of Commissioners of the County of Lake: Cancellation Notices.

Allen made a motion, seconded by Tippy, to make a matter of public record the Cancellation Notices submitted to the Board of Commissioners (Howard's Home Repair, LLC; Burke Lawn Care LLC; K's Construction Specialists Inc.; Anagnos Door Company, Inc.; Vida Plumbing & Heating Contractors Inc.; Meca Engineering Corp of America, Inc.; Upland Concrete Inc.; Nationwide General Contractors, Inc.; Jack Of All Trades; Midwest Mechanical; Barton Millwork, Inc.; Premier Baths, Inc.; RNM LLC; Flawless Construction & Demolition LLC; Warning Excavating & Construction Co.; Jessup Homes LLC; Toepper Enterprises Inc.; Tile Effects, Ltd. dba Medema Marble Restoration; Lynn-Douglas, Inc.; Bobco, MRH Inc.; Done Right Inc.). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of Board of Commissioners of the County of Lake: Town of St. John Board of Zoning Appeals Notice of Public Hearing.

Allen made a motion, seconded by Tippy, to make a matter of public record the Town of St. John Board of Zoning Appeals Notice of Public Hearing (Consider Variance Application: Frank Nedbal; April 24, 2017 7:00 p.m. Town Hall of St. John). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Vendor Qualification Affidavits.

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

PROPERTY BOSS, LLC
EXTRA PACKAGING
PEPSI-COLA
VINCE ASSOCIATES, LLC
PATSON, INC. dba TRANSCHICAGO TRUCK GROUP
ROSELAWN ELECTRIC, LLC
BERK ENTERPRISES
HERC RENTALS, INC.
MILNER SPRTS dba EPOCH EYEWEAR
SPENCER FAMILY
TAP MY TREES, LLC
WOOSUNG, Can, LLC dba Z PRO WATERSPORTS
BACHMAN AERO, INC.
COYNE VETERINARY CENTER
ESTELLE MARCUS ANIMAL CLINIC
QUEST SOFTWARE INC.

Order #3 Consent Agenda #6C

In the Matter of Lake County Treasurer's Departmental Report for the month of March, 2017.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of March 2017. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Tippy, to accept the above Treasurer's Report of March 2017 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 02/16/17-03/15/17.

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 02/16/17-03/15/17. 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.

Allen made a motion, seconded by Tippy, to accept the above Weights and Measures Report of February 16, 2017 – March 15, 2017 as submitted. Motion carried.

Order #4 Agenda #47

In the Matter of Board of Commissioners – Guard911 Alert System Master Service Agreement between Guard911, LLC and the Board of Commissioners of the County of Lake for a one-time electronic set up fee in ten (10) locations in the amount of \$1,000.00 per location for a total of \$10,000.00 plus a monthly subscription fee of \$99.00 per location for a total of \$990.00 per month.

Comes now, Judge Sam Kappas, Head of the Court Security Committee, before the Board of Commissioners, spoke regarding approval of Guard911, LLC, stating, “we work on various aspects of court security one of which is, that of the aspect of, active shooters, unfortunately in news today we see more of that happening, active shooter incidents on average take place under 11 minutes average response time for police is 17 minutes, most of the times the police get there after its all done, so our facility lacks, from our perspective, an emergency communication system, we need the ability to notify the employees in case there is an active shooter, we have found an application called Guard 911 that we believe satisfies this requirement, it’s a phone application that would go on all employees phones and in the event, unfortunate event of an active shooter, anyone who witnesses that would be able to bring up the App hit emergency notification button, that button would either immediately notify everyone within the, what we call, “geo-site” of an active shooter, the “geo-site” would be determined by, the property that we’re on, it would cover the parking lot, using google maps to lay that out, so everyone within this campus would be notified, so if there’s an employee in the parking lot that sees someone walking with a gun, they can activate this button, we’ve already had ActiveShooter Training for the staff in this building, over 700 people trained, so the button once activated notifies, immediately dials 911, within 3seconds, it also notifies all participating law enforcement officers within a 5mile radius. The cost of this system used to be \$2500 for install, its now \$1000 per building and its \$99 a month per building, we’ve discussed this thoroughly at the Court Security Committee Meetings, we are mostly in favor of it, there was a slight objection to it, but the Courts Committee voted overwhelmingly to present it to the Commissioners for your approval, it’s a one-year contract if it doesn’t work out we don’t have to go forward with it, but it’s the only method right now that we have to notify people of an emergency event, there’s a second tier at an administrative level on it that you can use to communicate, that doesn’t notify law enforcement, notify whatever the command may be. We’ve written a generic policy to incorporate the usage of this application, we think it’s an essential component of the overall Court Security Plan to have a means of communication such as this, so please consider.”

Comes now, Commissioner Tippy, with question directed to Judge Kappas, asking, “is this system designed to work in conjunction with the new phone system”, Judge Kappas, responded, stating, “it’s independent of the phone system, it’s a mobile phone application, any employee, given a sheet, with their name phone number office, that gets put into the system so it doesn’t work with the land lines. Disc cont’d. Judge Kappas, continued, stating, once you are out of the “geo-site” it doesn’t work, so someone wouldn’t get a text at home”. Mr. Tippy, asked, “what’s the duration of the contract” Judge Kappas, replied, “one-year, and 90 notification of a cancellation”. Mark Pearman, Data Processing, spoke, mentioning the different components stating the advantage of this is it notifies law enforcement immediately. Judge Kappas, continued, mentioning that “it would be nice to integrate different components of a communication system but until we get to that point we’ve reviewed the Everbridge presentation, if that doesn’t work immediately, that’s a fantastic program, it’s very robust, it doesn’t work immediately enough for the active shooter component.”

Tippy made a motion to approve the 911Alert System Agreement, Allen seconded the motion. Motion carried 3-0.

**GUARD911 ALERT SYSTEM
MASTER SERVICE AGREEMENT**

Preamble: Description and Purpose of the Guard911 Alert System

The Guard911 Alert System is an emergency response system that autodial 911 and simultaneously activates a Social Protection Network ("Hero911 Network") of voluntary law enforcement officers (Federal, State, Local, on and off duty, and retired officers) for awareness and appropriate immediate response to armed intrusions and active shooter incidents at the Customer's Protected Location.

The goal of the system is to increase the response force and to reduce the response time of Law Enforcement Officers to the scene of an armed intrusion / active shooter threat by utilizing the Hero911 Network. Officers within the specified region in the vicinity of the emergency are notified via the system. Regions are established through the use of "geo-fences" that are custom-created around the fixed Protected Location.

The Guard911 System works by giving authorized Users designated by the Customer (e.g., approved employees or staff designated by the respective administration) who are at the Protected Location access to a mobile device application containing the Guard911 Alert feature. In the event of an armed intrusion / active shooter incident at the Protected Location, a User can activate the Guard911 function, which will immediately: (1) send an alert to all enrolled Hero911 Network Law Enforcement Officers in the vicinity of the Protected Location where the Alert was triggered; (2) alert all other Users in the Protected Location of the incident; (3) alert all properties that are protected and who are within a 5 mile radius of the Protected Location; and (4) make a call to the 911 emergency dispatch center.

Agreement – Terms and Conditions

1. PARTIES. This Master Service Agreement is entered into this _____ between **Lake County Commissioners, Indiana** ("Customer") and Guard911, LLC, a Delaware Limited Liability Company ("Guard911").

2. SERVICE. Guard911 shall design and implement the custom creation of "geo-fences" around the Customer's Protected Location(s); shall distribute the **Guard911** Alert applications to Customer for its authorized Users; and shall create a Response Area for the notification of nearby members of the Hero911 Network of alerts made by Customer's Users. Guard911 represents and warrants that the Guard911 Alert application has been written/created with use of appropriate virus protection and will not serve to introduce malicious code on Customer's authorized User devices to gain access to Customer's systems.

3. **PRICE.**
- A. **Setup Fee:** Customer shall pay, in advance, a one-time, nonrefundable fee of \$1,000 for the electronic setup for each Protected Location(s) and the surrounding Response Area(s) geofence(s), and for the delivery of the applications to be distributed to the Customer's authorized Users.
- This Agreement covers 10 Protected Location(s) as identified on Exhibit A-2 attached hereto for a total nonrefundable fee of \$10,000 whereas half of the setup fee is to be paid in advance through a purchase order the second half to be paid within 90 days after service is active.
- B. **Subscription Fee:** Customer shall pay, in advance, a monthly subscription fee of \$99 per month per Protected Location. This Agreement covers 10 Protected Location(s) as identified on Exhibit A-2 attached hereto for a total a monthly subscription fee of \$990 commencing with the Effective Date from setup of service.

Customer may pay by authorizing an automatic charge to a credit or debit card or automatic withdrawal from bank account. Customer shall pay the monthly subscription fee by Purchase Order (credit card, ACH or check) recurring Quarterly (quarterly or annually only). Any payments that are sixty (60) days past due will be cause for Guard911 to discontinue service.

4. **TERM; AUTOMATIC RENEWAL; CANCELATION.** The initial term of this Agreement is from the Effective Date of _____, 2017 for a period of one (1) year. After the initial term, this agreement shall automatically renew, on a year-to-year basis, unless written notice of non-renewal is received by Guard911 ninety (90) days prior to the expiration of the then-current term. In the event of non-renewal, Customer shall send Guard911 a written statement at the end of the term, warranting that all Guard911 alert applications issued to Customer's Users have been uninstalled. No refund of subscription payments for a part of a month shall be made. Neither party to this Agreement shall cancel this Agreement during the first year of operation, except for cause.

5. **FALSE ALARMS.** Customer acknowledges that false alarms, whether caused by carelessness, malice or accidental use, authorized or unauthorized, constitute a serious threat to the integrity and effectiveness of the Guard911 system and to the responsiveness of the Hero911 Network. Customer will make every effort to ensure that the Guard911 alert application is distributed only to properly authorized Users and that those Users understand and comply with the Terms and Conditions acknowledged upon activation of the app. Customer could be subject to a \$500 fee for any false alarms incurred by its Users of the Guard911 alert application. This fee will be payable to Guard911 pursuant to those Terms and Conditions. In the event a fee is assessed against Guard911 due to a false alarm from an application issued to a User of Customer, Customer promptly will reimburse Guard911 for the full amount of such fee. Guard911 may, at its sole discretion, deem a false alarm or alarms to constitute a breach of this Agreement, excusing Guard911 from further performance hereunder, after ten (10) days written notice to Customer.

6. **INTERRUPTION OF SERVICE; INADEQUATE SERVICE, LATEST VERSION, CUSTOMER TRAINING REQUIREMENT.** Guard911 shall not be responsible and assumes no liability for interruption of its Guard911 Alert service due to strikes, riots, floods, storms, fires, earthquakes, power failures, insurrection, terrorism, the interruption or unavailability of mobile phone or wireless service, acts of God, users not on the current version of the Guard911 software or for any other cause beyond the control of Guard911. Guard911 shall not be responsible and assumes no liability for interruption of its Guard911 Alert service due to inadequate mobile phone or wireless coverage at the Protected Location(s) or the inability of Google or Apple to transmit push notifications to users' mobile phones or iPad devices. Customer is responsible for maintaining the current version of the Guard911 software on all user devices. Customer acknowledges by initials below that the Protected Location(s) have adequate mobile phone or wireless service to support the Guard911 Alert service and that **ALL approved Users will complete web based tutorial training on the Guard911 App service by going to Guard911.com and watching the user tutorial video Prior to use**.
_____. (Initial here)

7. **LICENSING OF APPLICATION.** Guard911 grants to Customer a non-exclusive and non-transferable license to use the Guard911 Alert application, and all upgrades thereto, including all third party software, for the Term of this Agreement. Guard911 represents and warrants that it maintains all intellectual property rights to, and is authorized to license use of, the Guard911 Alert application (including sublicense of all imbedded third party software) to Customer as provided herein. Guard911 agrees to indemnify and defend Customer against any action to the extent that such action is based upon a claim that the Guard911 Alert application (and/its component software) (i) infringes a copyright perfected under United States statute, (ii) infringes a patent granted under United States law or (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and will take such further steps including procuring the right for Customer to continue to use the allegedly infringing property, modifying or replacing the allegedly infringing property (or such portion thereof as is appropriate) so long as the replacement property has substantially similar or better capabilities and/or terminate this Agreement and refunding Set-up Fee on a pro rata basis from the Effective Date to the date of expiration of the then current term. Notwithstanding the limitations set forth in Paragraph 7, Guard911 will bear the expense of such defense and pay any damages and attorneys' fees that are attributable to such claim finally awarded by a court of competent jurisdiction.

8. **LIMITATION OF LIABILITY.** Customer acknowledges that Guard911 is not an insurer of Customer's property or of the lives or personal safety of Customer's Users or other persons on or near Customer's Protected Location(s). Customer acknowledges that Guard911 makes no warranties whatsoever regarding the efficiency of its alert system, or of the responsiveness or effectiveness of the Hero911 Network in responding to alert notifications in any particular emergency, or in providing the protection for which the Guard911 system is intended. Customer acknowledges that the alerts are transmitted to Google and Apple and that Guard911 is not responsible for the final transmission directly to the Users' mobile phones or iPad devices. Customer acknowledges that the actual number of officers in the Hero911 Network that respond

may vary. Customer acknowledges that the default response plan provided in the app has been prepared and provided for by the "I Love U Guys" Foundation and that Guard911 is in no way responsible for this response plan. The parties agree, in view of the extreme practical difficulty, acknowledged by each of them, of estimating and fixing, in advance, the actual damage and or loss of property, lives or limbs which might be caused, directly or indirectly, by failures of duty or obligation by Guard911, that Guard911's entire liability for any such acts or omissions, in any suit or suits, whether sounding in tort, contract, equity or otherwise, shall be limited to a single recovery for a total amount not to exceed \$2,500.00, and the recovery of that single amount constitutes Customer's sole and exclusive remedy against Guard911, its agents, assigns or employees, for the occurrence or occurrences sued upon. Customer agrees that this limitation of liability provision shall apply irrespective of whether Guard911, its agents, assigns or employees, are found to have been wholly or partly negligent or at fault.

9. INDEMNIFICATION AND HOLD HARMLESS. In the event that any person not a party to this agreement, including, without limitation, Customer's Users or other persons on or near Customer's Protected Location(s), shall make any claim or suit of any kind against Guard911, its agents, assigns or employees, for any reason relating to this Agreement, relating to Guard911's acts or omissions in the provision of, or failure to provide, alert services, or relating to the loss of life, limb or property alleged to have resulted there from, Customer agrees to defend, indemnify and hold harmless Guard911, its agents, assigns or employees, from such claim or suit, including the payment of all damages, expenses, costs and attorney's fees incurred therein, and Customer agrees that the indemnification, defense and hold harmless provisions of this section shall apply, irrespective of whether Guard911, its agents, assigns or employees, are found to have been wholly or partly negligent or at fault.

10. DISCLAIMER OF WARRANTIES. Customer acknowledges that this Agreement is a contract for the provision of services, not equipment or a product. Guard911 makes no warranties of any kind concerning the condition or operation of its Guard911 Alert application or the other parts or components of the Guard911 system, their merchantability, or their fitness for any purpose.

11. ENTIRE AGREEMENT. The parties intend this Agreement to be a final and integrated expression of their agreement and a complete and exclusive statement of the terms thereof. This agreement supersedes all prior or contemporaneous representations, understanding or agreements made by the parties. No modification or alteration of this agreement may be made, except in a writing signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall remain in full force and affect.

13. NO WAIVER. Failure of any party to exercise in any respect any of the rights provided for herein should not be deemed a waiver of any rights hereunder.

14. LIMITATION. No action, regardless of form, arising out of or related to this Agreement or the relationship of the Parties shall be brought by Customer more than two (2) years after such cause of action shall have accrued.

15. APPLICABLE LAW; JURISDICTION; VENUE. This Agreement shall be governed by the internal laws of the State of Illinois, without regard for law governing choice of law. Jurisdiction and Venue for enforcement of this Agreement shall lie in Monroe County, Illinois."

16. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the day such notice is deposited in a receptacle of the U.S. Postal Services, certified mail, first class postage prepaid, return receipt requested, or if sent by overnight courier, on the date deposited with such courier, addressed appropriately as set forth in Exhibit A-1 attached hereto. Either party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth hereinabove.

IN WITNESS WHEREOF, the undersigned Parties have executed this Master Service Agreement in one or more counterparts as of the date first above written.

Guard911, LLC

By: Nate McVicker

Date: 4-1-17

Nate McVicker
President and Founder

Lake County Commissioners, Indiana

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, IN.
By: Kyle W. Allen

Date: 4/19/17

Name: _____

Title: _____

APPROVED THIS 20 DAY OF April, 2017

*Signed contract and check payable to Guard911, LLC can be mailed to address noted in Exhibit A-1

Exhibit A-1

Guard911, LLC
1 Regency Plaza Drive
Suite 120A
Collinsville, Illinois 62234

Exhibit A-2

Lake County Commissioners Indiana
2293 North Main st.
Crown Point, IN 46307
Commander Dennis Eaton
deaton@lakecountysheriff.com
219-755-3346

Protected Properties:

1) Hammond Court House
232 Russell Street
Hammond , IN 46320

2) Government Center
2293 N Main Street
Crown Point, IN 46307

3) Special Victims Unit
2333 N Main St
Crown Point, IN 46307

4) Westwind
2900 West 93rd Ave
Crown Point, IN. 46307

5) East Chicago Court House
3711 Main St
East Chicago, IN 46321

6) Lake County Juvenile Center
3000 West 93rd Ave
Crown Point, IN 46307

7) Community Corrections
2600 W 93rd Ave
Crown Point, IN 46307

8) Gary Court House
15 W 4th Ave
Gary, IN 46402

9) LADOS
2450 W 93rd Ave
Crown Point, IN 46307

10) Soil & Water/Purdue Co-Op
2291 N Main Street
Crown Point, IN 46307

In the Matter of PROPOSALS: L C Highway – Surface Milling and Asphalt Overlayment of the north approach of the bridge carrying Kennedy Avenue over the Little Calumet River.

This being the day, time and place for the receiving of the proposals for Surface Milling and Asphalt Overlayment of the north approach of the bridge carrying Kennedy Avenue over the Little Calumet River for the Lake County Highway Department, the following proposals were received:

Rieth-Riley Const. Co. Inc. Opt #1: \$80,550.00 Opt #2: \$59,025.00
Walsh & Kelly, Inc. \$88,500.00

Commissioner Allen, asked, Highway Department, why are there two options, Highway Superintendent, responded, stating that he believes they are trying to get the low bid by working at night and would save them a lot of money, Commissioner Allen, replied, asking, so one option is during regular work hours and the second option is after hours, Highway Superintendent, continued, mentioning that he believes Rieth-Riley are doing a lot of work in the area on the interstate, we'll take a look at it and report back.

Commissioner Repay, spoke, made recommendation to Highway Department, that he would prefer that they act and the Board ratifies that action at the next Board meeting so we are not waiting a full...., Mr. Malczewski, replied, that's what we plan to do.

Tippy made a motion, seconded by Allen, to accept the proposals for road paving. Motion carried.

Order #6 Agenda #8

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

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Town & Country Construction, Inc.**, 6049 Work Street, DeMotte, IN 46310, with \$354,000.00 for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for the Lake County Highway Department, being the low bidder, upon a motion made by Allen, seconded by Tippy. Motion carried.

And it appearing to said Board of Commissioners that the above company's bids being the most responsive and responsible bid for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for L.C. Highway for the year 2017, 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 & COUNTRY CONSTRUCTION, INC. W/ *Fidelity and Deposit Company of Maryland* in the amount of 5% of amount bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the 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 YEAR 2017 FOR THE LAKE CO. HIGHWAY FOR \$354,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 19, 2017

MICHAEL REPAY
KYLE ALLEN, Sr.
JERRY TIPPY

TOWN & COUNTRY CONSTRUCTION, INC.

Order #6 Agenda #9

In the Matter of BIDS: L C Highway – Bituminous Materials Picked Up. Letter of recommendation.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Rieth-Riley Construction Co., Inc.**, 7500 W. 5th Ave, Gary, IN 46406, with \$28,000.00 for Bituminous Materials Picked Up for the Lake County Highway Department, being the low bidder, upon a motion made by Allen, seconded by Tippy. Motion carried.

And it appearing to said Board of Commissioners that the above company's bids being the most responsive and responsible bid for Bituminous Materials Picked Up for the L.C. Highway for the year 2017, 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:

RIETH-RILEY CONSTRUCTION CO., INC. W/ *Travelers Casualty And Surety Company of America* in the amount of 5% of amount bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS PICKED UP FOR THE YEAR 2017 FOR THE LAKE CO. HIGHWAY FOR \$28,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 19, 2017

MICHAEL REPAY
KYLE ALLEN, Sr.
JERRY TIPPY

RIETH-RILEY CONSTRUCTION CO., INC.

Order #6 Agenda #10

In the Matter of BIDS: L C Highway – Hot-In-Place Recycling by the Heater Scarification Method. Letter of recommendation.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Gallagher Asphalt Corporation**, 18100 S. Indiana Ave, Thornton, IL 60476, with \$107,250.00 for Hot-In-Place Recycling by the Heater Scarification Method for the Lake County Highway Department, being the sole bidder, upon a motion made by Allen, seconded by Tippy. Motion carried.

And it appearing to said Board of Commissioners that the above company's bids being the most responsive and responsible bid for Hot-In-Place Recycling by the Heater Scarification Method for L.C. Highway for the year 2017, having complied

Order #6 Agenda #10 cont'd

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:

GALLAGHER ASPHALT CORPORATION W/ *Fidelity and Deposit Company of Maryland* in the amount of 5% of amount bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for HOT-IN-PLACE RECYCLING BY THE HEATER SCARIFICATION METHOD FOR THE YEAR 2017 FOR THE LAKE CO. HIGHWAY FOR \$107,250.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 19, 2017

MICHAEL REPAY
KYLE ALLEN, Sr.
JERRY TIPPY

GALLAGHER ASPHALT CORPORATION

Order #7 Agenda #11

In the Matter of L C Highway – LPA Consulting Contract between Clark Dietz, Inc. and the Board of Commissioners of the County of Lake to provide design engineering services for the Replacement of Lake County Bridge #65, 125th Avenue over West Creek in an amount not to exceed \$280,933.00 of which 80% is reimbursable by the Federal Highway Administration making the County's portion \$56,186.60.

Allen made a motion, seconded by Tippy, to accept agreement for LPA Consulting between Clark Dietz, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to provide design engineering services for the Replacement of Lake County Bridge #65, 125th Avenue over West Creek in an amount not to exceed \$280,933.00 of which 80% is reimbursable by the Federal Highway Administration making the County's portion \$56,186.60. Motion carried.
(SEE FILE "2017 CONTRACTS" FOR ORIGINAL)

Order #8 Agenda #12

In the Matter of L C Highway – 45TH Avenue Phase II B Des #1172007 LPA 80% reimbursement on right of way in the amount of \$3,596.40 for Ira E. Smith to be ratified.

Allen made a motion, seconded by Tippy, to ratify acceptance of L C Highway – 45TH Avenue Phase II B Des #1172007 LPA 80% reimbursement on right of way in the amount of \$3,596.40 for Ira E. Smith. Motion carried.

Order #9 Agenda #13

In the Matter of L C Highway – Supplemental Agreement No. 1, EDS No.: A249-15-320008, CFDA #20.205 between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake for traffic signals at 45th Avenue and Colfax Street.

Allen made a motion, seconded by Tippy, to pass agreement, Supplemental Agreement No. 1, EDS No.: A249-15-320008, CFDA #20.205 between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for traffic signals at 45th Avenue and Colfax Street. Motion carried.

Version 2-11-2016

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

SUPPLEMENT NUMBER 1
EDS No.: A249-15-320008
CFDA #: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and Lake County, (hereinafter referred to as "LPA").

WITNESSETH

WHEREAS, INDOT and the LPA did, on June 10, 2015, enter into a Contract, providing for Services required in connection with INDOT Designation Number 9707970 for traffic signals at 45th Avenue and Colfax Street and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" above are hereby made an integral part of and specifically incorporated into this Contract Supplement Number 1.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between July 1, 2017 and June 30, 2018, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A., but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between July 1, 2018 and June 30, 2020, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

Page 1 of 3

Order #9 Agenda #13 cont'd

Version 2-11-2016

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
 - D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
2. Section I.A. of Attachment "D" of the original Contract is amended to read as follows:

If the Program shown on Attachment A is receiving Group I federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay 80% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, December 13, 2016, the maximum amount according to the TIP dated March 21, 2016 is \$ 422,304.00. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).
 3. All other matters previously agreed to and set forth in the original Contract dated June 10, 2015 and not affected by this Supplement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Page 2 of 3

Version 2-11-2016

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: Lake County

Kyle W. Allen Sr. District 1

Print or type name and title

X [Signature]
Signature and date

Jerry Tippy, District 2

Print or type name and title

X [Signature]
Signature and date

Michael C. Repay, District 3

Print or type name and title

X [Signature]
Signature and date

LPA DUNS # 076665260

Attest

John Petelas, Auditor
Auditor or Clerk Treasurer

This instrument prepared by:
Ellen Hite
December 13, 2016

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Robert D. Cales, Director
Contract Administration Division

Date: _____

Executed by:

Brandye Hendrickson, Commissioner (FOR)

Date: _____

Department of Administration

Jessica Robertson, Commissioner

Date: _____

State Budget Agency

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

Gregory F. Zoeller, Attorney General of Indiana (FOR)

Date: _____

Order #10 Agenda #14

In the Matter of L C Highway – Road Cut Permit request from Ziese & Sons Excavating, Inc. to repair/replace field tile about 5” deep and 22” wide on 225th Avenue & Stateline Road approximately 500’ east of intersection.

Allen made a motion, seconded by Tippy, to approve L C Highway – Road Cut Permit request from Ziese & Sons Excavating, Inc. to repair/replace field tile about 5” deep and 22” wide on 225th Avenue & Stateline Road approximately 500’ east of intersection. Motion carried.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 04/11/2017

Applicant: Ziese & Sons Excavating, Inc.
6929 W. 109th Avenue
Crown Point, IN 46307
Phone: 219-663-2625 Fax: 219-663-1620

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

Repair/replace field tile about 5' deep and 22' wide on 225th Avenue & Stateline Road approx. 500' East of intersection.

STONE BOND

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by: [Signature] 4.11.2017

Lake County Highway Department

Approved by:

[Signature] D.H.
[Signature]
 APR 19 2017
 Lake County Board of Commissioners

Order #11 Agenda #15

In the Matter of L C Highway – Agreement entered into on February 15, 2017 between AT&T and the Board of Commissioners of the County of Lake for centrex services for the Crown Point and Lowell Highway Department Facilities for two (2) years to be rescinded.

Tippy made a motion, seconded by Allen, to rescind. Motion carried 3-0.

Order #11 Agenda #16

In the Matter of L C Highway – Agreement between AT&T and the Board of Commissioners of the County of Lake for centrex services for the Crown Point and Lowell Highway Department Facilities for three (3) years.

Tippy made a motion, seconded by Allen, to approve the Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for centrex services for the Crown Point and Lowell Highway Department Facilities for three (3) years. Motion carried.

Order #12 Agenda #17

In the Matter of L C Highway – Certificates of Liability Insurance to be made a matter of public record: A. Anker Trucking, Inc.; B. Dyer Construction Company, Inc.; C. DLZ Indiana LLC; D. Mediacom Indiana LLC; E. Midwest Ag Service LLC; F. Midwestern Electric, Inc.; G. National Industrial Maintenance, Inc.; H. Red Arrow Transport, Inc.; I. Russels Tree Care Services, Inc.; J. Sikma & Sons Plumbing Co., Inc..

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificates of Liability Insurance on behalf of the Lake County Highway Department. Motion carried.

- A. Anker Trucking, Inc.
- B. Dyer Construction Company, Inc.
- C. DLZ Indiana LLC
- D. Mediacom Indiana LLC
- E. Midwest Ag Service LLC
- F. Midwestern Electric, Inc.
- G. National Industrial Maintenance, Inc.
- H. Red Arrow Transport, Inc.
- I. Russels Tree Care Services, Inc.
- J. Sikma & Sons Plumbing Co., Inc.

Order #13 Agenda #18

In the Matter of SPECIFICATIONS: L C Sheriff – Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 to be advertised. Bids to be returned by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the advertising of the Specifications for Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 for the return of bids by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #14 Agenda #19

In the Matter of BIDS: L C Sheriff – Three (3) more or less 2017-2018 full size four door SUV vehicles with police pursuit package. Letter of recommendation to not purchase any.

Tippy made a motion, seconded by Allen, to accept letter of recommendation recommending to not purchase any as it relates to Lake County Sheriff bids for Three (3) more or less 2017-2018 full size four door SUV vehicles with police pursuit package. Motion carried.

Order #15 Agenda #20

In the Matter of BIDS: L C Sheriff – Fourteen (14) more or less 2017-2018 Police SUV full size four door vehicles with police pursuit package. Letter of recommendation to Lake Shore Ford in the amount of \$25,396.71 each for a grand total of \$355,554.00.

Comes now, Commissioner Repay, with discussion recommending dash-cams to be installed in the new vehicles requested for purchase for the Lake County Sheriff's Department, Sheriff Buncich, present/spoke, mentioning that Officers currently have body-cams but presently no dash-cams, Commander Patterson, spoke, made comment in regards to dash cam videos, Commissioner Repay replied. Commissioner Tippy made comment followed by a motion.

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

Order #16 Agenda #21

In the Matter of BIDS: L C Sheriff – Fourteen (14) more or less 2017-2018 full size four door sedans with police pursuit package. Letter of recommendation to not purchase any.

Tippy made a motion, seconded by Allen, to accept the letter recommending to not purchase any vehicles for bids for Lake County Sheriff Fourteen (14) more or less 2017-2018 full size four door sedans with police pursuit package. Motion carried.

Order #17 Agenda #22, 23, 24

In the Matter of L C Sheriff – Issuance of Service Weapon: Retired Officer George Nestorovich; Retired Officer Anthony S. Rendina; Retired Sgt. J.A. Tancos.

Comes now, Commissioner Tippy, asking if Retired Officer George Nestorovich approval of issuance of service weapon had been previously been acted on, the response was "yes", action was taken at the February Board Meeting.

Tippy made a motion, seconded by Allen, to approve the issuance of service weapon to *Retired Officer Anthony S. Rendina III*, who retired March 15, 2017 in good standings with the Sheriff's Department, and ordered same to approve the issuance of service weapon to *Retired Sgt. J.A. Tancos*, who retired April 28, 2017 in good standings with the Sheriff's Department. Motion carried.

Order #18 ADD Agenda #24A

In the Matter of L C Sheriff – Request for permission to conduct a Public Auction on June 3, 2017 at the Lake County Police Garage with Viewing starting at 8:00 A.M. and the Auction starting at 10:00 A.M.

Allen made a motion, seconded by Tippy, to approve the Sheriff to conduct a Public Auction on June 3, 2017 at the Lake County Police Garage with Viewing starting at 8:00 A.M. and the Auction starting at 10:00 A.M., letter of request dated April 13, 2017 from Sheriff John Buncich. Motion carried.

Order #19 ADD Agenda #24B

In the Matter of L C Sheriff – Contract between Lisa E. O'Keefe and the Board of Commissioners of the County of Lake for Advanced Practice Nurse Services for the period of April 1, 2017 to December 31, 2017 in an amount not to exceed \$143,000.00 plus an additional \$12,000.00 for Off-Site After Hour On-Call Consultations and Services.

Comes now, Commissioner Allen, with Attorney Dull's recommendation to the Board that for compensation for services requested, that the Sheriff's budget be responsible and not Commissioners, Attorney Bushemi spoke, Attorney Irak, spoke, discussion continued.

Allen made a motion, seconded by Tippy, to approve the Contract between Lisa E. O'Keefe and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Advanced Practice Nurse Services for the period of April 1, 2017 to December 31, 2017 in an amount not to exceed \$143,000.00 plus an additional \$12,000.00 for Off-Site After Hour On-Call Consultations and Services, with condition that the services and compensation be provided by the Sheriff's Department in their existing budget. Motion carried 3-0.

Order #20 Agenda #49

In the Matter of Board of Commissioners of the County of Lake: Agreement for research services or technical assistance dated September 1, 2016 but never presented to Commissioners for approval, account payable voucher, letter to Dr. Forgey and press release concerning HIV and HCV screening program at Lake County Jail.

Allen made a motion to approve the Agreement for research services or technical assistance for HIV and HCV screening at Lake County Jail, Tippy seconded the motion, with discussion, Commissioner Tippy began discussion, spoke and asked Sheriff Buncich to explain more about program, Sheriff Buncich responded with explanation, stating that he made the decision to undertake the study, through consultation with several Sheriff's agencies throughout this Country and the State of Indiana, we have a rising problem with the HIV and the HEP-C rates that are ever increasing making is costly to treat in the Lake County Jail, Sheriff Buncich continued, Tippy continued discussion.

Order #20 Agenda #49 cont'd

Allen made a motion to rescind original motion and now make a motion to make payment upon completion of the Study for the balance of the Contract and ratify action by Sheriff, done in September, signed contract with Trustees of Indiana University, Commissioner Tippy seconded the motion. Motion carried.

Order #21 Agenda #25

In the Matter of SPECIFICATIONS: L C Juvenile Court – Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 to be advertised. Bids to be returned by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the advertising of Specifications for Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 for Lake County Juvenile Court for the return of bids by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #22 Agenda #26

In the Matter of L C Juvenile Court – Agreement between Abel Screening, Inc. and the Board of Commissioners of the County of Lake for "The Diana Screen" or "Program" for the period of May 1, 2017 to April 30, 2018 in the amount of \$350.00 for ten (10) pre-paid Diana Screens.

Allen made a motion, seconded by Tippy, to approve the Agreement between Abel Screening, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for "The Diana Screen" or "Program" for the period of May 1, 2017 to April 30, 2018 in the amount of \$350.00 for ten (10) pre-paid Diana Screens, based on the recommendation an Annual Administration fee of \$199.00 will apply making first initial payment \$549.00. Motion carried.

Order #23 Agenda #27

In the Matter of L C Juvenile Court – Lease Agreement between Satellite Tracking of People, LLC and the Board of Commissioners of the County of Lake for monitoring services for the residents for the period of May 2, 2017 to May 1, 2018 in the amount of \$2.75/day/unit for RF/GPS Device (BLU+) AND \$3.35/day/unit for GPS Device (BLUtag).

Allen made a motion, seconded by Tippy, to approve the renewal of the Lease Agreement between Satellite Tracking of People, LLC and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for monitoring services for the residents for the period of May 2, 2017 to May 1, 2018 in the amount of \$2.75/day/unit for RF/GPS Device (BLU+) AND \$3.35/day/unit for GPS Device (BLUtag), same as 2016. Motion carried.

Order #24 Agenda #28

In the Matter of SPECIFICATIONS: L C Community Corrections - Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 to be advertised. Bids to be returned by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the advertising of Specifications for Food, Bread & Dairy Products for the period of July 1, 2017 to December 31, 2017 for Lake County Community Corrections for the return of bids by Wednesday, May 17, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #25 Agenda #29

In the Matter of L C Community Corrections – Amendment #1, EDS #D25-7-206 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake for an additional 25 offenders in the amount of \$342,187.50, total remuneration not to exceed \$524,687.50.

Upon brief discussion, Tippy made a motion, seconded by Allen, to approve Amendment #1, EDS #D25-7-206 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for an additional 25 offenders in the amount of \$342,187.50, total remuneration not to exceed \$524,687.50, no cost to the County. Motion carried.

AMENDMENT #1
EDS # D25-7-206

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and the Auditor of Lake County (the "Contractor") approved by the last State signatory on February 6, 2017

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby amended to add ten female work release offenders to the number of offenders that may be placed at Contractor's facility.
2. The Contract is hereby amended to add to the eligible offenders that may be placed at Contractor's facilities those technical parole violators whose eligibility for placement in Contractor's facility has been determined by the Parole Board, and approved by the Contractor and State. These services provided to the IDOC by Contractor with regard to the technical parole violators are in line with the services provided under the original Contract.
3. The Contract is hereby amended to add five female and five male technical parole violators to the number of offenders that may be placed at Contractor's facility.
4. The IDOC agrees to place only those technical parole violators who are medically stable at Contractor's facility. The IDOC agrees that if a technical parole violator becomes medically unstable while placed at Contractor's facility, the IDOC will arrange for removal of the parole violator from the facility. The aforementioned notwithstanding, Contractor shall in no case delay in providing appropriate emergency medical services, including requesting an ambulance to a hospital, for parole violators at Contractor's facility in an emergency situation.
5. The parties agree the requirements set forth in EXHIBIT B, attached hereto and incorporated herein, shall additionally apply to Contractor's placement of technical parole violators.
6. For housing technical parole violators, the Contractor shall be paid by the State at the same rate for work release offenders under the Contract, or \$37.50 per offender, per day. Contractor shall be allowed to deduct an amount for room and board (subsistence fees) from the wages of those technical parole violators who are employed in accordance with the deductions permitted under the original terms of the Contract and IDOC Policy and Procedure 02-02-102.
7. This Amendment #1 increases the number of offenders that may be placed at Contractor's facility by 25 additional offenders. The cost of adding these offenders shall not exceed \$342,187.50. Total remuneration under the entire Contract shall not to exceed \$524,687.50.

3. The Contract is further amended by adding the following:

A. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to

participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

B. Assignment of Antitrust Claims. The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor/Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor/Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor/Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Contractor/Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Renewal, do by their respective signatures dated below agree to the terms thereof.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, IN
Lake County: *[Signature]*
By: _____
Name and Title, Printed: _____
Date: April 19, 2017

Indiana Department of Correction:
By: _____
Name and Title, Printed: _____
Date: _____

Approved by:
Indiana Department of Administration
By: _____ (for)
Jessica Robertson, Commissioner
Date: _____

Approved by:
State Budget Agency
By: _____ (for)
Jason D. Dudich, Director
Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

(for)
Curtis T. Hill, Jr., Attorney General
Date: _____

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
APPROVED THIS 19TH DAY OF April, 2017

Approved by:
Indiana Office of Technology
NOT APPLICABLE
By: _____ (for)
Deward Neely, Chief Information Officer
Date: _____

EXHIBIT B
PAGE 4 OF 4

- 7. Parolee will make programming recommendations to the VOA and provide case information – VOA has OCMS access.
- 8. Parolee will receive weekly reports from the VOA regarding the parolees’ progress in the program.
- 9. Program participants will not be allowed to drive even if they have a valid license. This is a VOA rule. They can have someone else drive them or they can take public transportation.
- 10. Program participants will be responsible for their own health care costs at outside providers. They can bring prescribed medications to the VOA which will be managed by VOA staff.
- 11. The VOA requests that if the parolee is detoxing from drugs or alcohol that they complete this detoxing elsewhere because they do not have the medical facilities to manage drug/alcohol detoxing.
- 12. Program participants will be UDS tested at the VOA and the results reported back to Parolee.

Order #26 Agenda #30 & ADD Agenda #30B

In the Matter of PROPOSALS: L C Board of Elections and Registration – Moving of the Voting Machines for the May 2, 2017 special election; Moving Contract between On Time Distribution and the Board of Commissioners of the County of Lake.

This being the day, time and place for the receiving of proposals for the moving of the voting machines for the May 2, 2017 Special Election for the Board of Elections and Registration opened and awarded, the following proposals were received:

<p><u>Ferree Movers & Storage, Inc.</u></p> <p>1. Services for Pickup:</p> <p style="padding-left: 20px;">a. \$22.00 /Per Infinity Machine</p> <p style="padding-left: 20px;">b. \$10.00 c. \$10.00 {ADA Supplies}</p> <p>2. Pick Up \$120.00/per hour</p>	<p><u>On-Time Distribution LLC</u></p> <p>\$19.00/Per Infinity Machine</p> <p>\$98.00/per hour</p> <p>\$14.00/per Polling Site – ADA equipment</p>
--	--

Comes now, Michelle Fajman, Director – L C Board of Elections and Registration Director, recommended approval and acceptance of the proposal from On-Time Distribution, being the lowest proposal.

Tippy made a motion, seconded by Allen, to award the moving of the voting machine to **On-Time Distribution**, 581 Taney Street, Gary, IN 46404 per Election Board Director recommendation, and ordered same to approve Moving Contract between On Time Distribution, and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration, payment for hauling \$19.00 per machine, payment for delivery and pickup \$14.00, and \$98.00 per hour payment for pickup. Motion carried.

Order #27 Agenda #31

In the Matter of L C Board of Elections and Registration – Contract between Microvote General Corporation and the Board of Commissioners of the County of Lake for the upgrade to the federal Election Assistance Commission and Indiana state certified hardware and software version of infinity 4.1 Central systems computers and each infinity voting panel in the amount of \$1,190,040.00.

Comes now, Michelle Fajman, Director - L C Board of Elections and Registration, before the Board of Commissioners recommending approval and answered questions directed from Commissioners, discussion.

Tippy made a motion, seconded by Allen, to approve the Contract between Microvote General Corporation and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the upgrade to the federal Election Assistance Commission and Indiana state certified hardware and software version of infinity 4.1 Central systems computers and each infinity voting panel in the amount of \$1,190,040.00. Motion carried.

Cont'd.



MICROVOTE GENERAL CORPORATION
PROVIDING ELECTION SOLUTIONS FOR OVER 30 YEARS

UPGRADE CONTRACT FOR LAKE COUNTY INDIANA

EAC CERTIFIED INFINITY 4.1 VERSION

Software and Firmware Upgrades:

Upgrade is to the federal EAC (Election Assistance Commission) and Indiana state certified hardware and software version of Infinity 4.1. Central system computers and each Infinity voting panel.

Physical Upgrades to Infinity*:

- Replace ED1164 - PC Motherboard Assembly in each Infinity Panel.
- Replace ED1216 – AC Interface Assembly in each Infinity Panel.
- Snap-On Ferrite Core (CP5006) added at Motherboard end of ED 1293 cable assembly. Front interface cable removed and label is removed to avoid confusion and designate change has been made.
- Replace any Sharp displays.
- Replace 1 R002W.2T05 2 OHM Resistor
- Add Maintenance/EAC Label
- Add Ferrite Core to Elpac power supply.
- Replace any non-Elpac power supply.
- Cover abandoned front communication port.
- Cover abandoned sensor hole at upper left corner of Infinity panel from the inside.
- Replace anti-glare shield with improved version of same design.
- Replace Tally Card with card with suitable memory for county

*All system equipment will be picked-up, delivered, and controlled by MicroVote General Staff members. All upgrades will be conducted at Carson Manufacturing or MicroVote General Corporation. No third-party labor will be utilized to maintain quality and control.

Physical and Firmware Alteration for each Double Talk Unit:

- Firmware upgrade to each Double-Talk voice converter for voting access for the visually impaired.
- Snap-On Ferrite Core added at end of the RJ-45 connector end of the RC100263 cable.
- Reprogram with R45 Version of Firmware and program with appropriate greeting message.
- Volume control set and secured at loudest volume level with non-removable tape.

Computer/Laptop and Battery Back-Up Upgrade:

- Replace 9 Laptops to be used for programming and Election night tabulation
- Install 4.1 EAC certified software on each computer and remove all other programs.
- 20 UPS backups to be delivered

Absentee ACP 2200 Upgrades*:

- Set Read head gaps to .010"
- Modify power supply and label.
- Snap-On Ferrite core added to power cord.

*Any county that is currently using the absentee reader model 9002 will have those units replaced at no-cost with the ACP 2200.

6366 Guilford Avenue Indianapolis, IN 46220-1750 317-257-4900 Fax 317-254-3269



MICROVOTE GENERAL CORPORATION
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COST OVERVIEW:

Cost per unit for EAC 4.1 upgrade: \$ 850.00-\$1,427.00 Per unit

Includes: Cost of computer, hardware and firmware upgrades to Infinity panel, upgrades to all double talks, modifications to absentee card readers, labor, reestablishment of system, and all transportation.

REINVESTMENT AS COMPARED TO ORIGINAL PURCHASE PRICE:

Percentage cost of 4.1 Upgrade compared to Original Cost: 18% to 22%of original cost of entire MicroVote Infinity system.

WARRANTY EXTENSION:

Warranty for all parts and labor for repairs necessary due to normal use will be extended for a total of 8 years (12 elections, 2 election cycles) following upgrade. (Note: Original system warranty was one year or two elections).

COST ESTIMATE

Lake County has a total of 1304 units. 1227 of the units can be upgraded at a lower cost because in a previous upgrade the screen has been upgraded. The remaining 77 units require an upgraded processor, motherboard, and screen.

COST PER UNIT

\$850.00	x	1227	\$1,042,950.0
\$1,450	x	77	\$111,650.00

*includes new motherboard, new screen, new processor, battery backup

Peripherals	\$35,440.00
TOTAL UPGRADE COST	\$1,190,040.00

Mandy Miller
Mandy Miller, MicroVote General Corporation

Chris Hunt
Lake County Election Board

Robert
Lake County Election Board

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE INDIANA
Kyle W. Allen Sr.
Lake County Commissioner

[Signature]
Lake County Auditor

[Signature]
Lake County Election Board

[Signature]
Lake County Election Board

[Signature]
Lake County Election Board

[Signature]
Lake County Commissioner

[Signature]
Lake County Auditor

APPROVED AND ACCEPTED FOR ORDER April 20 17

6366 Guilford Avenue Indianapolis, IN 46220-1750 317-257-4900 Fax 888-544-9046

In the Matter of L C Elections and Registration – Legal Services Agreement entered into on December 21, 2016 for the year 2017 between James Wieser and the Board of Commissioners of the County of Lake to be rescinded effective March 14, 2017; Legal Services Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake for the period of April 18, 2017 to December 31, 2017 in an amount not to exceed \$17,685.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to rescind the Legal Services Agreement with James Wieser and approve the Legal Services Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the period of April 18, 2017 to December 31, 2017 in an amount not to exceed \$17,685.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #29 Agenda #32

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between David Olson, LLC and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the period of April 19, 2017 to December 31, 2017 in an amount not to exceed \$40,000.00 payable at the rate of \$90.00 per hour.

Tippy made a motion, seconded by Allen, to approve the Legal Services Agreement between David Olson, LLC and the Board of Commissioners of the County of Lake on behalf of L C Public Defender, Conflicts Division for Public Defender Attorney Services for the period of April 19, 2017 to December 31, 2017 in an amount not to exceed \$40,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #30 Agenda #33

In the Matter of L C Community Economic Development – Consulting Contract between Nate Williams and the Board of Commissioners of the County of Lake for bookkeeping services, financial activities, inspections, meetings, program data input, community block grant and home funded projects and working with department staff and clients for the period of May 1, 2017 to December 31, 2017 in an amount not to exceed \$17,600.00 payable at the rate of \$2,200.00 per month.

Allen made a motion, seconded by Tippy, to approve the Consulting Contract between Nate Williams and the Board of Commissioners of the County of Lake on behalf of Lake County Community Economic Development for bookkeeping services, financial activities, inspections, meetings, program data input, community block grant and home funded projects and working with department staff and clients for the period of May 1, 2017 to December 31, 2017 in an amount not to exceed \$17,600.00 payable at the rate of \$2,200.00 per month. Motion carried.
(SEE FILE "2017 CONTRACTS" FOR ORIGINAL)

Order #31 Agenda #34

In the Matter of L C 911 – Ratify approval of Client License and Service Agreement for Priority Dispatch Systems for the year 2017 in an amount not to exceed \$81,040.00.

Repay spoke, Allen made a motion, seconded by Tippy, to ratify approval of Client License and Service Agreement for Priority Dispatch Systems, 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 for the year 2017 in an amount not to exceed \$81,040.00 on behalf of Lake County 911 Department. Motion carried.
(SEE FILE "2017 CONTRACTS" FOR ORIGINAL)

Order #32 Agenda #35

In the Matter of L C Center Township Assessor – Addendum to the Lease entered into on December 12, 2012 between Fran Centofanti, Sr. and the Board of Commissioners of the County of Lake to change the name of the Landlord to 213 S Court LLC effective April 1, 2017.

Tippy made a motion, seconded by Allen, to approve the Addendum to the Lease entered into on December 12, 2012 changing the name of the Landlord to 213 S Court LLC effective April 1, 2017 on behalf of Lake County Center Township Assessor. Motion carried.

Order #33 Agenda #36

In the Matter of L C Health Department – Service Agreement between Helmer Scientific and the Board of Commissioners of the County of Lake for three (3) iPR245 I Series Pharmacy Refrigerators for the period of March 14, 2017 to December 31, 2017 in an amount not to exceed \$2,788.00.

Tippy made a motion, seconded by Allen, to approve the Service Agreement between Helmer Scientific, 14400 Bergen Boulevard, Noblesville, IN 46060, and the Board of Commissioners of the County of Lake on behalf of Lake County Health Department for three (3) iPR245 I Series Pharmacy Refrigerators for the period of March 14, 2017 to December 31, 2017 in an amount not to exceed \$2,788.00. Motion carried.

Order #34 Agenda #37-38

In the Matter of PROPOSALS: L C Plan Commission –Updating the Lake County Comprehensive Plan; Updating the Lake county Zoning Ordinance – pending.

Allen made a motion, seconded by Tippy, to defer. Motion carried.

Order #35 Agenda #39

In the Matter of L C Data Processing – Maintenance Agreement between Hipskind Technology Solutions Group and the Board of Commissioners of the County of Lake for CommVault remote monitoring for Lake County's e-mail for the period of April 1, 2017 to December 31, 2020 in an amount not to exceed \$18,600.00 annually payable at the rate of \$4,650.00 per quarter.

Allen made a motion, seconded by Tippy, to approve the Maintenance Agreement between Hipskind Technology Solutions Group, 17 W 220 22nd Street, Oak Brook Terrace, IL 60181, and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for CommVault remote monitoring for Lake county's e-mail for the period of April 1, 2017 to December 31, 2020 in an amount not to exceed \$18,600.00 annually payable at the rate of \$4,650.00 per quarter. Motion carried.

PRESIDIO

MASTER SERVICES AND PRODUCT AGREEMENT

THIS MASTER SERVICES AND PRODUCT AGREEMENT (the "Agreement"), is entered into this 19th day of April, 2017, by and between Presidio Networked Solutions Group, LLC, a Delaware limited liability company and a wholly owned subsidiary of Presidio Networked Solutions LLC with offices located at 6355 East Paris Avenue, Caledonia, MI 49316 ("PRESIDIO") and _____, a _____ corporation, with offices located at _____ ("CLIENT"). CLIENT and PRESIDIO shall collectively be referred to as the "Parties" and individually, as a "Party."

WHEREAS, CLIENT requires certain knowledge and/or services regarding to information technology infrastructure as specifically described in the attached Proposal, included as Attachment A hereto ("Professional Services"); and

WHEREAS, CLIENT requires certain telecommunications and/or networking equipment, software, hardware and/or peripherals as identified in a mutually agreed upon PRESIDIO quote (the "Products"); and

WHEREAS, PRESIDIO is in the business of and is willing to provide such Professional Services and Products;

NOW THEREFORE, for the consideration hereinafter described, the receipt and sufficiency of which is hereby acknowledged, CLIENT and PRESIDIO agree as follows:

ARTICLE 1: DUTIES AND RESPONSIBILITIES OF PRESIDIO

PRESIDIO shall use commercially reasonable efforts to provide those Professional Services specified on any proposal, statement of work or schedule ("SOW") and/or those Products specified on a Presidio quote which is agreed to in writing by PRESIDIO and CLIENT ("Quote").

The Parties acknowledge and agree that PRESIDIO, its parent company, its subsidiaries and its affiliated entities are permitted to sell and deliver Professional Services and/or Products to CLIENT under this Agreement.

ARTICLE 2: DUTIES AND RESPONSIBILITIES OF CLIENT; PURCHASE ORDERS

A. CLIENT agrees that where participation by its own staff is necessary for PRESIDIO to provide Professional Services, assigned staff will possess the appropriate knowledge, skill, experience and authority for the tasks assigned to them and will be available at convenient times agreed upon by the parties for their participation in the project.

CLIENT agrees to designate a member of its staff to represent CLIENT on all facilities access, technical and staffing matters relating to Professional Services and/or Products.

Page 1 of 12
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Order #38 Agenda #42 cont'd

B. CLIENT will provide a safe and suitable environment in which to perform Professional Services and/or deliver Products, full and free use of data communication processing and telecom facilities necessary to perform the Professional Services and/or deliver Products, and the right, under CLIENT's licenses with third party licensors of software used by CLIENT that will be involved in PRESIDIO's performance of Professional Services and/or deliver the Products, to use such software as CLIENT's agent.

C. CLIENT understands that the obligations set forth above are material terms under this Agreement that will directly affect PRESIDIO's ability to perform and complete the Professional Services and/or deliver the Products.

D. Prior to PRESIDIO commencing any Professional Services and/or ordering any Products hereunder, CLIENT shall sign a SOW and submit a purchase order ("Purchase Order") referencing this Agreement and/or any associated SOW. Submission of a Purchase Order is specific authorization for PRESIDIO to begin the Professional Services and/or order the Products and bill the CLIENT in accordance with the terms of the associated SOW. Purchase Orders should be sent via e-mail to _____. Purchase Orders issued hereunder shall also include the reference to the PRESIDIO Quote (by Quotation #) and the invoicing address.

Unless otherwise agreed in writing between CLIENT and PRESIDIO, any acceptance by PRESIDIO of a Purchase Order placed in accordance with this Agreement will be in writing. Changes to Purchase Orders/SOWs will only be made if agreed upon in writing by both Parties.

No preprinted, additional or different terms submitted by either Party (in a Purchase Order, confirmation or other document) shall operate to modify this Agreement or any SOW. These documents to include the attached clarifying the training and professional services included.

ARTICLE 3: CREDIT TERMS AND COMPENSATION/FEEES

A. The compensation to be paid to PRESIDIO by CLIENT for its Professional Services and/or the Products will be as set forth, respectively, in the applicable SOW, BOM and/or Quote. Should additional work beyond the Professional Services detailed in an SOW be requested by CLIENT, fees for such additional Professional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a "Project Change Request" ("PCR") or an additional SOW, as appropriate. Pricing for Products purchased hereunder are listed on Attachment A and/or on an applicable PRESIDIO Quote/BOM or SOW, attached hereto and incorporated herein. Must have the completed and agreed upon Attachment A prior to any signing.

B. Invoicing for Professional Services will be per the terms of the VoIP RFP, Quote and/or SOW. CLIENT shall make payment to PRESIDIO within thirty (30) days from date of invoice from PRESIDIO, and shall refer to the invoice number with payment. CLIENT payments shall be without deduction, set-off or delay for any reason other than a disagreement by the CLIENT as to the accuracy of the calculation of PRESIDIO's invoice. Invoices shall be mailed to: _____. Payments will only be made for each invoice after CLIENT has agreed to the successful completion of said work.

C. CLIENT must notify PRESIDIO of any such good-faith invoice dispute within ten (10) of receipt of the applicable invoice from PRESIDIO. This notice must include the invoice number in dispute, the items and amounts disputed and a complete description of the basis for CLIENT's withholding payment. Any portion of such invoice that is not disputed by CLIENT shall be paid within the time period set forth in the applicable SOW and/or Quote. Upon the parties' resolution of any disputed charge, CLIENT will pay PRESIDIO, or PRESIDIO shall credit CLIENT, the amount agreed upon in accordance with such resolution.

Page 2 of 12
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D. CLIENT shall pay any use, sales, value-added or other similar taxes imposed by applicable law that PRESIDIO must pay based on the Professional Services and/or Product that CLIENT ordered (excluding those on PRESIDIO's net income) and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Professional Services and/or Products, except to the extent a valid tax exemption certificate is provided by CLIENT to PRESIDIO prior to the delivery of the Professional Services and/or Products. CLIENT holds PRESIDIO harmless from paying such taxes and charges on CLIENT's behalf. CLIENT will reimburse PRESIDIO for reasonable expenses approved in advance by CLIENT related to providing the Professional Services including but not limited to, lodging, travel. Fees for Professional Services listed in a Statement of Work are exclusive of taxes and expenses. Only expenses with prior written approval from CLIENT will be reimbursed to PRESIDIO.

E. All past due amounts, including outstanding disputed amounts that are resolved to be paid to PRESIDIO, are NOT subject to an interest charge of the lesser of 1 1/2 % per month, or the maximum rate allowable by law, until CLIENT shall have satisfied in full all of its obligations to PRESIDIO. The CLIENT shall reimburse PRESIDIO for all costs (including but not limited to reasonable attorneys fees and expenses and court costs) associated with collecting delinquent accounts or dishonored payments. If CLIENT is in arrears on any invoice(s), PRESIDIO may, upon notice, apply any deposit thereto and withhold or cancel further performance of Services or delivery of Products until all payments for such overdue invoice(s) are made in full. If suit is brought for breach of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorney's fees and its costs and expenses in connection with the enforcement of the payment terms of this Agreement.

ARTICLE 4. DELIVERY AND ACCEPTANCE

A. Submission of an invoice by PRESIDIO is confirmation by PRESIDIO that PRESIDIO has performed the Professional Services ordered pursuant to the applicable SOW and/or shipped the Products ordered pursuant to the applicable Quote, Proposal and/or Purchase Order.

Products are deemed automatically accepted on date of delivery after received by and signed for by Client, subject to the applicable Return Material Authorization Policy incorporated herein by reference ("RMA Policy").

B. The Professional Services performed by PRESIDIO shall be deemed accepted as performed unless otherwise established in an applicable, mutually agreed upon SOW.

ARTICLE 5: TERM OF AGREEMENT; TERMINATION

A. This Agreement shall commence upon the execution of this contract and shall remain in effect until either Party provides the other Party with written notice of termination pursuant to paragraph B below.

B. This Agreement may be terminated upon written notice by PRESIDIO or CLIENT, as the case may be, without liability of the terminating Party under the following circumstances:

- (a) by PRESIDIO if CLIENT fails to pay a past due balance within five (5) days after written notice from PRESIDIO of the past due balance;
- (b) by CLIENT or PRESIDIO on five (5) days' written notice to the other Party if the other violates any law, rule, regulation or policy of any governmental authority related to the Professional Services. Any disagreements encountered during the term of this agreement will be adjudicated (informally or formally) with the VoIP RFP having precedence over all other documents.

Page 3 of 12

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Order #38 Agenda #42 cont'd

(c) by CLIENT if PRESIDIO fails to cure any breach of this Agreement within thirty (30) days after written notice to PRESIDIO; and

(d) by CLIENT or PRESIDIO immediately upon written notice to the other Party if such other Party: (i) has violated the terminating Party's Marks; (ii) becomes insolvent; (iii) is involved in a liquidation or termination of its business; (iv) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within 30 days of filing); or (v) makes an assignment for the benefit of its creditors.

C. PRESIDIO and CLIENT each agree to extend the 30-day cure period described in subparagraph (c) hereof, provided PRESIDIO continues reasonable efforts to cure the breach. If CLIENT has entered into multiple SOWs with PRESIDIO and/or submitted multiple Purchase Orders to Presidio and the breach affects one or more but not all of those SOWs and/or Purchase Orders, then the terms of this section will apply only to the affected SOW and/or Purchase Order.

ARTICLE 6: INSURANCE REQUIREMENTS

A. PRESIDIO shall maintain at its expense Commercial General Liability and Automobile Liability policies with minimum limits of \$1,000,000.00 for Bodily Injury, \$1,000,000.00 for Property Damage per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder), \$2,000,000.00 aggregate and excess liability insurance, and Workman's Compensation Insurance.

B. PRESIDIO shall use reasonable efforts to provide certificate of insurance evidencing the above to CLIENT upon thirty (30) days written notice.

C. PRESIDIO shall maintain transit insurance coverage sufficient to cover the replacement of the Products in the event of damage or loss during transit. PRESIDIO agrees to hold CLIENT harmless from any loss of Product(s) or any damage to Product(s) occurring at any time during the transportation of Products from the applicable OEM, whether to a PRESIDIO warehouse for staging or to CLIENT and/or CLIENT'S designated site, and/or during the transportation of Products from PRESIDIO to CLIENT and/or CLIENT'S designated site.

ARTICLE 7: INDEPENDENT CONTRACTOR STATUS

It is expressly agreed that PRESIDIO, its employees, agents and/or subcontractors are independent contractors of CLIENT and nothing in this Agreement shall create any sort of partnership or joint venture relationship between PRESIDIO and CLIENT. Each Party shall be solely responsible for the payment of all applicable taxes, compensation and/or benefits owed to their respective employees, agents and/or subcontractors. Further, neither Party has the authority to bind or act on behalf of the other Party hereto or to otherwise obligate such Party to any third party that is not a signatory to this Agreement.

ARTICLE 8: NON-ASSIGNABILITY OF AGREEMENT; SUBCONTRACTING

The Parties understand and agree that their duties and responsibilities under this Agreement shall not be assigned, transferred, or shared by either Party with any other person, corporation, or entity without the prior notification and written approval of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CLIENT agrees that PRESIDIO may assign this Agreement without such consent to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets.

Page 4 of 12

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The Parties acknowledge and agree that PRESIDIO may use subcontractors to perform all or a portion of its services/duties hereunder only after supplying details of the subcontractors and their experience and qualifications and CLIENT approves of those subcontractors.

ARTICLE 9: COMPLIANCE WITH ALL LAWS

Each Party shall assure that will at all times comply with all applicable laws, regulations and compliance-related instructions whether, written, oral or electronic. Each Party reserves the right to terminate or suspend delivery of Products and/or an affected Professional Service and/or to remove the CLIENT's content from the affected Product and/or Professional Services, if such Party determines that such Product and/or Professional Service or content do not conform to the requirements set forth in this Agreement, or if such Party receives notice from a third party that the use of the Products and/or Professional Services or the CLIENT's content may violate any law, regulation and/or any intellectual property right of such third party. Each Party will use reasonable efforts to provide prompt notice to the other Party of any alleged violation or threatened violation by the other Party of its obligations under this Article. In any event, each Party agrees to give thirty (30) days' advance written notice (if legally permissible) of any such proposed termination or suspension. Such notice will provide an explanation for the proposed termination or suspension and allow the other Party time to rectify the alleged violation prior to termination of this Agreement or the suspension of the Professional Services.

ARTICLE 10: OWNERSHIP RIGHTS AND RESTRICTIONS

A. Subject to the terms of this Agreement and upon receipt by PRESIDIO of full payment of all fees and charges hereunder minus 10% holdback of for thirty (30) days after FINAL acceptance testing approval of professional services, CLIENT will own and have all right, title and interest to any items delivered by PRESIDIO pursuant to an SOW ("Deliverables"), excluding Background IP (as defined below). PRESIDIO, or its third party licensors, as applicable, shall retain sole and exclusive ownership of all Background IP and shall be entitled to, among other things, use, reproduce, disclose, disseminate, publish, perform, transfer, sublicense, modify, exploit and prepare derivatives of Background IP. Nothing in this Agreement in any way limits or impairs the ability of PRESIDIO or its third party licensors, as applicable, to use and exploit the Background IP to provide products or services to any of its or their other customers, whether now or in the future.

"Background IP" means all source code, object code, Third Party Software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by PRESIDIO hereunder, whether pre-existing or conceived, created or developed by PRESIDIO, alone or with CLIENT or others, in the course of its performance under this Agreement, whether embodied or otherwise encompassed in the Deliverables, and including all improvements or derivatives thereof.

B. Subject to the terms of this Agreement and upon receipt by PRESIDIO of full payment of all fees and charges minus 10% holdback for thirty (30) days after FINAL acceptance testing approval of professional services hereunder, PRESIDIO hereby grants CLIENT a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with CLIENT's internal use of such Deliverables and not for any resale or distribution by CLIENT. If CLIENT breaches this Agreement, PRESIDIO reserves the right to immediately revoke the license granted to CLIENT in this Article 10.2.

C. To the extent a Source Code (as defined below) license is expressly identified as a Deliverable under an applicable SOW, then subject to the terms of this Agreement and upon receipt by PRESIDIO of full payment of all fees and charges minus 10% holdback for thirty (30) days after FINAL acceptance testing approval of professional services hereunder, PRESIDIO grants CLIENT a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or

Page 5 of 12

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Order #38 Agenda #42 cont'd

create derivative works from, such Source Code, all for CLIENT's internal business purposes only and not for re-sale or distribution by CLIENT. Accordingly, CLIENT shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. If a Source Code (as defined below) license is not expressly identified as a Deliverable under an applicable SOW, this Article 10.3 shall be deemed self-deleting and of no force or effect. All source code shall be placed in escrow for client to include all updates to the source code in the event that PRESIDIO is in default. "Source Code" means a text listing of commands and on digital media to be compiled or assembled into an executable computer program, which is licensed to CLIENT by PRESIDIO pursuant to an SOW.

ARTICLE 11: THIRD PARTY SOFTWARE

A. Certain Deliverables may contain or require the use of Third Party Software (as defined below). PRESIDIO makes no representation or warranty of any kind, express or implied, with respect to any Third Party Software. Accordingly, PRESIDIO shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by CLIENT. Any Third Party Software delivered to CLIENT by PRESIDIO is delivered "AS IS" and with "ALL FAULTS".

"Third Party Software" means all software and documentation that is not owned by PRESIDIO which is incorporated into or used with a Deliverable.

B. All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to CLIENT upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. CLIENT hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third Party Software which is identified as a Deliverable under an applicable SOW, CLIENT shall be solely responsible for obtaining and maintaining licenses for all other Third Party Software. Further, PRESIDIO shall not be responsible for any royalties or other consideration that may become due and payable with respect to CLIENT's use, licensing or integration of Third Party Software.

ARTICLE 12: PROPRIETARY AND CONFIDENTIAL INFORMATION

A. All industrial secrets, trade secrets, know-how, inventions, techniques, technical information, documentation, processes, programs, schematics, software source documents, data, existing and potential customers or partners, existing and potential business ventures, reports, financial information, sales and marketing plans or information, business information, other information which the receiving Party knows or has reason to know is confidential, proprietary or trade secret information or other materials that are disclosed by either Party to the other during the term of this Agreement shall be considered proprietary information ("Confidential Information") of the disclosing Party, provided such Confidential Information either is in written or other tangible form that is clearly marked "proprietary" or "confidential", or is disclosed orally and is both identified as proprietary or confidential at the time of such oral disclosure and summarized in a writing marked as confidential or proprietary within fifteen (15) business days following the oral disclosure. Without limiting the generality of the foregoing sentence, this Agreement, including any amendments, Quotes and/or SOWs incorporated herein, shall be deemed to be the Confidential Information of both PRESIDIO and CLIENT.

B. Each Party's Confidential Information shall for a period of three (3) years following disclosure (except in the case of software or trade secrets, which shall be held in confidence for an indefinite

Page 6 of 12

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period): (i) be held in confidence by the other Party hereto in the same way as it treats confidential information of like nature, but using no less than a reasonable degree of care; (ii) be used only for purposes of performing this Agreement and using the Professional Services and/or Products; and (iii) not be disclosed except to the receiving Party's employees, agents and contractors having a need-to-know (provided that the receiving Party shall be responsible for the breach hereof by any such persons, and such agents and contractors shall agree in writing to the restrictions in this paragraph).

C. A Party's Confidential Information does not include information that: (a) is or becomes part of the public domain through no act or omission of the other Party; (b) can be demonstrated to have been rightfully in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) can be demonstrated to have been lawfully disclosed to the other Party by a third party without restriction on the discloser; (d) can be demonstrated to have been independently developed by the other Party subsequent to disclosure without use of any Confidential Information received from the other Party or (e) is disclosed pursuant to administrative or judicial action, provided that the receiving Party shall use its best effort to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges and shall, promptly after receiving notice of such action, notify the disclosing Party thereof and give the disclosing Party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence. If only a portion of the Confidential Information falls under any of the subsections contained in this Article 12.3, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

ARTICLE 13: WARRANTY, DISCLAIMERS AND INDEMNITY

EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO PERFORM THE SERVICES AND/OR OTHERWISE PERFORM HEREUNDER AND EACH FURTHER WARRANTS AND REPRESENTS THAT IT HAS THE KNOWLEDGE AND/OR ABILITY TO PERFORM HEREUNDER.

PRESIDIO WARRANTS ALL PROFESSIONAL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. PRESIDIO SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD PRESIDIO SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO CLIENT.

DISCLAIMER OF WARRANTIES. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. PRESIDIO DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER ("OEM") WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO CLIENT. PRESIDIO SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND CLIENT TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. PRESIDIO DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CLIENT AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY PRESIDIO WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

Page 7 of 12

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Order #38 Agenda #42 cont'd

EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, AND EXPENSES RELATING THERETO, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND LITIGATION COSTS, WITH RESPECT TO ANY DAMAGES TO PERSONAL PROPERTY, PERSONAL INJURY OR DEATH CAUSED BY THE INDEMNIFYING PARTY'S ACTIONS. WITH RESPECT TO THE FOREGOING INDEMNIFICATION OBLIGATION: (A) THE INDEMNIFIED PARTY WILL NOTIFY THE INDEMNIFYING PARTY IN WRITING PROMPTLY UPON LEARNING OF ANY CLAIM OR SUIT FOR WHICH INDEMNIFICATION MAY BE SOUGHT HEREUNDER, PROVIDED THAT FAILURE TO DO SO SHALL NOT AFFECT THE INDEMNITY EXCEPT TO THE EXTENT THE INDEMNIFYING PARTY IS PREJUDICED THEREBY; (B) THE INDEMNIFYING PARTY SHALL HAVE CONTROL OF THE DEFENSE OR SETTLEMENT PROVIDED THAT THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO PARTICIPATE IN SUCH DEFENSE OR SETTLEMENT WITH COUNSEL OF ITS OWN SELECTION AND AT ITS SOLE EXPENSE; (C) THE INDEMNIFIED PARTY SHALL REASONABLY COOPERATE WITH THE DEFENSE, AT THE INDEMNIFYING PARTY'S EXPENSE.

ARTICLE 14: LIMITATION OF LIABILITY

IN NO EVENT SHALL PRESIDIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRESIDIO'S ENTIRE LIABILITY HERUNDER AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY CLIENT TO PRESIDIO FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

PRESIDIO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CLIENT OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; OR (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF, CLIENT'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 14 AND IN ANY SOW SHALL APPLY: (I) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (III) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS SHALL APPLY EVEN IF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT FAILS IN ITS ESSENTIAL PURPOSE.

ARTICLE 15: PURCHASE, STORAGE AND DELIVERY OF PRODUCT

A. Returns. Any Products purchased hereunder will be subject to the terms and conditions of the applicable RMA Policy, incorporated herein by reference. Unless otherwise agreed to in writing between

Page 8 of 12

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the Parties, this Agreement shall apply to and control all purchase orders that CLIENT may submit to PRESIDIO for Products during the term of this Agreement, including those purchase orders with preprinted terms and conditions on the back.

B. Warehousing/Staging. If CLIENT requires shipment to a Presidio warehouse and/or if CLIENT requires that PRESIDIO store Products or configure Products in a PRESIDIO warehouse, then CLIENT must notify PRESIDIO prior to placing the order for Products. In occurrences where shipment of Products is received into a PRESIDIO warehouse and/or configured at a PRESIDIO warehouse, and such Products remain in the PRESIDIO warehouse for more than five (5) calendar days, then, at PRESIDIO's sole option, CLIENT may be required to sign a separate Staging Facility Agreement in order to continue storing such Products at the PRESIDIO warehouse. PRESIDIO reserves the right to bill CLIENT upon shipment of Product from vendor, whether to PRESIDIO warehouse for staging or to CLIENT and/or CLIENT'S designated site

C. Shipment. All Products delivered to CLIENT hereunder shall be shipped FOB destination. Title and risk of loss shall be the responsibility of Presidio.

ARTICLE 16: CONDUCT ON CLIENT PREMISES

PRESIDIO shall use commercially reasonable efforts to comply with CLIENT'S policies regarding conduct on its premises including, but not limited to: (1) no smoking; (2) drug-testing for cause; (3) specified dress code; and (4) all safety and security policies, including a prohibition against weapons. CLIENT may require PRESIDIO to immediately remove any of its employees that do not, in CLIENT's sole judgment, comply with these policies or who are otherwise objectionable to CLIENT.

ARTICLE 17: PUBLICITY AND MARKS; PUBLIC STATEMENTS

Upon signing this Agreement, PRESIDIO shall have authority to issue a press release describing, and otherwise publicly disclose, the general relationship of the Parties, without disclosing any other Confidential Information. PRESIDIO shall also have the right to use the name and logo of CLIENT as a customer of PRESIDIO in promotional materials only after final acceptance testing is approved by both CLIENT and PRESIDIO. Neither Party will issue any press release or engage in any other promotional activities, other than the foregoing, without obtaining such other Party's prior written approval; provided, that either Party may at any time reiterate any information contained in any jointly issued or previously approved press release or promotional material.

ARTICLE 18: SEVERABILITY

The provisions of this Agreement are severable. If any one or more of the provisions of this Agreement or its application to any person or circumstance are held to be invalid, illegal, or unenforceable in any respect, by any court of competent jurisdiction, such invalidity, illegality, or unenforceability, shall not affect any other provision or obligation contained herein and the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

ARTICLE 19: AGREEMENT NOT TO SOLICIT EMPLOYEES AND/OR OTHERS

During the term of the Agreement between the undersigned Parties, and for a period of 12 months thereafter, CLIENT agrees not to solicit for a permanent or other position any employee or subcontractor of PRESIDIO to whom CLIENT was introduced or who worked on a project involving the Parties pursuant to this Agreement. Should CLIENT solicit and/or hire such an employee or contractor from PRESIDIO, the CLIENT shall pay to PRESIDIO an administrative fee equal to the most recent year's aggregate employee's compensation

Page 9 of 12

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with PRESIDIO or the subcontractor as applicable. This fee would be payable at the time of the individual's acceptance of employment from CLIENT.

ARTICLE 20: DATA RECONSTRUCTION

CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT's data. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage, damage to data, damage to the CLIENT's network or IT environment due to any outside factor, i.e. software virus.

ARTICLE 21: FORCE MAJEURE

PRESIDIO shall not be liable for delays or failure to perform with respect to this Agreement due to (i) causes beyond its reasonable control, (ii) acts of God, terrorism, epidemics, war, riots, delays in transportation or car shortages, or (iii) inability to obtain necessary labor, materials, or manufacturing facilities, or delays caused by CLIENT due to similar causes. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of the delay.

ARTICLE 22: EXPORT LAW COMPLIANCE

CLIENT has been advised that any software, technical information and products provided to CLIENT via this Agreement may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State. Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no Deliverables resulting from Professional Services (or the product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

ARTICLE 23: NONDISCRIMINATION

PRESIDIO covenants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry.

ARTICLE 24: NOTICES

Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses below, or as changed through written notice to the other Party. Notice given by certified mail or personal service shall be deemed effective on the date it is delivered to the addressee, and notices sent by standard mail shall be deemed effective on the seventh day following its placement in the mail addressed to the addressee. Notice sent electronically shall be deemed delivered on the first working day immediately following the transmission date.

To PRESIDIO
Presidio Networked Solutions Group, LLC
Attn: Asst. General Counsel
2 Sun Court, Suite 120
Norcross, GA 30092
770-582-7228

To CLIENT

With a copy to business unit:
Presidio Networked Solutions Group, LLC
6355 East Paris Avenue
Caledonia, MI 49316
Attn: Contracts

ARTICLE 25: MISCELLANEOUS PROVISIONS

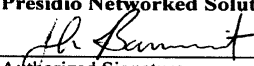
A. This Agreement, including the Attachments (SOW, BOM, Services Breakdown, Training Outline and Lake County VoIP Request for Proposal): (1) supersedes all prior agreements between the Parties with respect to the same subject matter, and fully sets forth the understanding of the Parties with respect to the subject hereof; (2) shall not be modified except by written agreement of the Parties; (3) shall be interpreted in accordance with the laws of the State of Indiana, the United States of America, without regard to its conflict of laws provisions; and (4) shall control the resolution of a conflict between the terms and conditions of this Agreement and any SOW by using the contents of the VoIP RFP as having precedence over all other documents associated with this project.

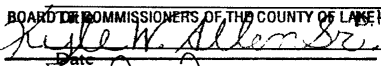
B. Any dispute, directly or indirectly, relating to this agreement shall be brought in a court of competent jurisdiction in Lake County, Indiana and the parties hereto consent to such jurisdiction and venue as the exclusive venue for all such disputes.

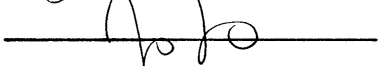
C. No purported waiver by any Party of any default by any other Party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving Party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

D. The respective obligations of the CLIENT and PRESIDIO which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding confidentiality, publicity and Marks and limitations of liability, shall survive termination or expiration.

This Agreement is executed the day and year first above written.

_____	Presidio Networked Solutions Group, LLC
Authorized Signature	
Printed or Typed Name	JOHN BANISTER
	VICE PRESIDENT
	Title
	4/7/17
	Date

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

 Date


 APPROVED THIS 19 DAY OF April 20 17

PRESIDIO™

ATTACHMENT A
STATEMENT OF WORK AND/OR QUOTE
THIS SOW MUST BE INCLUDED AS AGREED UPON PRIOR TO INSERTING IN THIS LOCATION.

Page 12 of 12
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(SEE FILE "2017 CONTRACTS" FOR STATEMENT OF WORK OR "ATTACHMENT A")

Order #39 Agenda #43

In the Matter of L C Board of Commissioners – Towing Service Surveys from companies interested in towing vehicles for the County of Lake. Pending.

Tippy made a motion, seconded by Allen, to defer. Motion carried.

Order #40 Agenda #44

In the Matter of L C Board of Commissioners – Agreement between Card Connect and the Board of Commissioners of the County of Lake for machines to process credit card tax payments on a month-to-month basis at no cost to the County of Lake to be ratified.

Tippy made a motion, seconded by Allen, to ratify approval of the Agreement between Card Connect, 200 Russell Street, Suite 500, Hammond, IN 46320, and the Board of Commissioners of the County of Lake for machines to process credit card tax payments on a month-to-month basis at no cost to the County of Lake. Motion carried.

Order #41 Agenda #45

In the Matter of L C Board of Commissioners – Letter from the Commissioners to the County Council requesting an amendment to Ordinance 1391B on prequalification for any bid for public construction.

Tippy made a motion, seconded by Allen, to approve the letter from the Commissioners to the County Council dated April 13, 2017 requesting an amendment to Ordinance 1391B on prequalification for any bid for public construction. Motion carried.

Order #42 Agenda #46

In the Matter of L C Board of Commissioners – Letter from the Commissioners to the County Council concerning WBE and MBE Proposal Ordinance.

Allen made a motion, seconded by Tippy, to approve the letter from the Commissioners to the County Council dated April 7, 2017 concerning WBE and MBE Proposal Ordinance, Commissioner Allen spoke recommending future action from the Board. Motion carried.

Order #43 Agenda #48

In the Matter of L C Board of Commissioners – Correspondence concerning Guy Mikulich to be made a matter of public record.

Tippy made a motion, seconded by Allen, to make a matter of public record the correspondence concerning Guy Mikulich, certificate of mailing, etc. dated March, 2017. Motion carried.

Order #44 Agenda #50 A-C

In the Matter of L C Board of Commissioners – U.S. Department of Justice Northern District of Indiana United States Marshals Service letter concerning quit claim deed for Commissioner acceptance and recording – A. Accept quit claim deed; B. Record Quit Claim Deed; C. Advertise for sale on May 23, 2017 at 10:00 A.M. with the minimum bid of \$1,500.00.

Allen made a motion, seconded by Tippy, to approve the acceptance of the United States Marshal's quit-claim deed, the recording of the Quit-Claim Deed (Doc no. 2017-025595), and the advertising for sale of Commissioner owned real estate on May 23, 2017 at 10:00 A.M. with the minimum bid being \$1,500.00, Commissioner Repay spoke. Motion carried.

Order #45 Agenda #51

In the Matter of L C Board of Commissioners – Commissioners' Quit-Claim Deed for Parcel Nos. 45-08-26-129-003.000-018 and 45-08-26-129-002.000-018 Check No. 91703 in the amount of \$500.00 to be made a matter of public record.

Tippy made a motion, seconded by Allen, to make a matter of public record the Commissioners' Quit-Claim Deed for Parcel Nos. 45-08-26-129-003.000-018 and 45-08-26-129-002.000-018 and Check No. 91703 in the amount of \$500.00.

Order #46 Agenda #52

In the Matter of L C Board of Commissioners – Proposal from Johnson Controls, Inc. for the Lake County Juvenile Center Chiller Repairs in the amount of \$30,973.00 as the low bidder to be ratified.

Allen made a motion, seconded by Tippy, to ratify approval of the acceptance of the proposal from Johnson Controls, Inc. as the low bidder for Chiller Repairs at the Lake County Juvenile Center in the amount of \$30,973.00, letter of recommendation dated March 30, 2017 from Mr. Robert Rehder. Motion carried.

Order #47 Agenda #53

In the Matter of L C Board of Commissioners – Notice of Public Hearing on a proposed Cumulative Bridge Fund to be made a matter of public record.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Notice of Public Hearing on a proposed Cumulative Bridge Fund (Published April 3rd & 10th 2017). Motion carried.

Order #48 Agenda #54

In the Matter of L C Board of Commissioners – PUBLIC HEARING: Proposed Cumulative Bridge Fund.

Comes now, Commissioner Repay, opened the meeting to a Public Hearing calling for those present to speak for or against.....Proposed Cumulative Bridge Fund.....hearing one....Larry Blanchard of Crown Point, Indiana.....spoke "for".....calling for anyone else to speak for or against....Proposed Cumulative Bridge Fund.....hearing none.....Public Hearing closed, upon a motion by Allen, seconded by Tippy. Motion carried.

Order #49 Agenda #55

In the Matter of L C Board of Commissioners – Resolution establishing Cumulative Bridge Fund.

Allen made a motion, seconded by Tippy, to approve Resolution No. 17-04, Resolution establishing Cumulative Bridge Fund. Motion carried.

RESOLUTION ESTABLISHING CUMULATIVE BRIDGE FUND Resolution No. 17-04 Under Indiana Code 8-16-3

BE IT RESOLVED by the Board of Commissioners of Lake County, Indiana that a need now exists for the establishment of a Cumulative Bridge Fund for the following purposes:

For all uses as set out in IC 8-16-3-1 et seq. to include the cost of construction, maintenance and repair of bridges, approaches and grade separations.

BE IT FURTHER RESOLVED that this Board will adhere to the provisions of Indiana Code 8-16-3-1 et seq. and 5-3-1-2(f). The proposed fund will not exceed one cent (\$0.01) on each one hundred dollars (\$100) of assessed valuation. The tax rate will be levied beginning with taxes for 2017 payable 2018.

BE IT FURTHER RESOLVED that the Cumulative Bridge Fund is hereby established in accordance with this Resolution.

BE IT FURTHER RESOLVED that proofs of publication of the public hearing held on the 19th day of April, 2017, and a certified copy of this resolution shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. This Cumulative Bridge Fund is subject to the approval of the Department of Local Government Finance. Duly adopted by the following vote of the members of the Lake County Board of Commissioners this 19th day of April, 2017.

YES NO Kyle W. Allen Sr. Kyle Allen, Sr. Jerry Tippy Jerry Tippy Michael C. Repay Michael C. Repay Attest: John Petalas Fiscal Officer and Auditor

Order #50 Agenda #56

In the Matter of L C Board of Commissioners – Notice of Adoption of Cumulative Bridge Fund.

Allen made a motion, seconded by Tippy, to approve Board of Commissioners of the County of Lake, Notice of Adoption of Cumulative Bridge Fund (Published May 1st & 8th 2017). Motion carried.

Order #51 Agenda #57

In the Matter of L C Board of Commissioners – Improvement Bond: A. Findings and Recommendation to be adopted and sent to Lake County Council; B. Timetable.

Allen made a motion to adopt the Findings and Recommendation of the Board of Commissioners of the County of Lake sent to Lake County Council regarding Improvement Bond and Transaction Timetable regarding Lake County, Indiana GO Bonds, Series 2017A, Repay seconded the motion, discussion followed, Commissioner Tippy, spoke, requesting matter be deferred, after reviewing scope and opposed moving forward. Motion carried, vote 2-1.

Order #52 Agenda #58

In the Matter of L C Board of Commissioners – Memorandum concerning the procedure to be followed in processing Indiana Access to Public Records Act Requests procedures to be followed by Lake County.

Comes now, Auditor Petalas, addressed the Board members in regards to Memorandum, Commissioner Repay responded to Auditor Petalas, Attorney Irak spoke, Commissioner Tippy, spoke. Allen made a motion, seconded by Tippy, to make a matter of public record the Memorandum concerning the procedure to be followed in processing Indiana Access to Public Records Act Requests procedures to be followed by Lake Count, memo sent to all Elected Officials. Motion carried.

Order #53 Agenda #59

In the Matter of L C Board of Commissioners – Ratify approval of Commissioners authority for Purchasing Agent to approve purchases for item up to \$2,500.00 or less.

Allen made a motion, to ratify the Commissioners approval authority for Purchasing Agent to approve purchases for items up to \$2,500.00 or less, recommended by Attorney Dull, approved March 21, 2017, seconded by Tippy with discussion, stating, to clarify for many years the authorization has been one-thousand dollars, since 1976, so stated we would move it up. Motion carried.

Order #54 Agenda #60

In the Matter of L C Board of Commissioners – Memorandum concerning cancellation of Commissioner Tax Certificate sales on four properties (Faith Temple of Christ).

Allen made a motion, seconded by Tippy, to approve the memorandum concerning cancellation of Commissioner Tax Certificate of four properties, dated March 16, 2017, properties donated to Faith Temple of Christ. Motion carried.

45-08-07-426-013.000-004 45-08-07-014.000-004 45-08-07-426-001.000-004 45-08-07-427-002.000-004

Order #55 Agenda #61

In the Matter of L C Board of Commissioners – Ratify acceptance of proposal from TK Electric, LLC for the Lake County Cafeteria electrical work in the amount of \$13,800.00 as the low bidder.

Allen made a motion, seconded by Tippy, to ratify approval and acceptance of the proposal from **TK Electric, LLC** for electrical work in the Lake County Cafeteria in the amount of \$13,800.00 being the low bidder upon the recommendation of Mr. Rehder. Motion carried.

Order #55 Agenda #62

In the Matter of L C Board of Commissioners – Ratify acceptance of proposal from Sneed Construction for the Lake County Cafeteria new drop ceiling in the amount of \$39,950.00 as the low bidder.

Allen made a motion, seconded by Tippy, to ratify approval and acceptance of the proposal from **Sneed Construction** for new drop ceiling in the Lake County Cafeteria in the amount of \$39,950.00 being the low bidder upon the recommendation of Mr. Rehder. Motion carried.

Order #56 Agenda #63

In the Matter of L C Board of Commissioners – Letter from the City of Crown Point Legal Department requesting donation of the tax sale certificate, 1436 W. 96th Avenue, Crown Point, IN: Olga Ann Bojarski, Parcel #45-12-33-155-015.000-029.

Tippy made a motion, seconded by Allen, to approve request from City of Crown Point Legal Department for the donation of 45-12-33-155-015.000-029, tax sale certificate, commonly known as 1436 W. 96th Avenue, Crown Point, IN, letter dated April 4, 2017. Motion carried.

Order #57 Agenda #64

In the Matter of L C Board of Commissioners – Legal Services Agreement between Robert Hess and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month.

Allen made a motion, seconded by Tippy, to approve Legal Services Agreement between Robert Hess and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month. Motion carried.
Cont'd.

Order #57 Agenda #64 cont'd

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 19th day of April, 20 17 effective from January 1, 2017 to December 31, 2017 by and between ROBERT HESS, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

LEGAL SERVICES

- A. Consultant shall legally advise and represent the Lake County Coroner following boards, their members and their employees in any situation arising out of the performance of their duties except for litigation:
 1. The office of the Lake County Coroner.
 - B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Dollars (\$6,000.00) for all services required herein by the Coroner at the rate of \$500.00 per month, in answering general questions and providing legal opinions. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

2

Order #57 Agenda #64 cont'd

- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

3

- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for anyone charged with a crime in any state or county court in the County of Lake, shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim or action where the legal services provided for the client seek in part legal redress against the County of Lake, its elected officials, its appointed officials, employees, departments, agencies or agents.
- D. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
19. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV.s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.

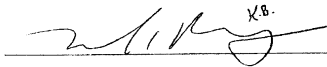

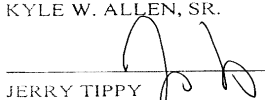
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- 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.
- 20. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
- 21. This contract cannot be assigned without the written consent of the County of Lake.

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

ROBERT HESS
 7880 WICKER AVE., STE. 201
 ST. JOHN, IN 46373
 (219) 365-3333

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

 MICHAEL REPAY

 KYLE W. ALLEN, SR.

 JERRY TIPPY

CONSULTANT

 ROBERT HESS
 ATTEST:

 JOHN PETALUKAS,
 LAKE COUNTY AUDITOR

In the Matter of L C Board of Commissioners – Revised County Form 26 – Request for a Hand Cut Check for adoption for use.

Tippy made a motion, seconded by Allen, to adopt the use of the revised County Form 26 – Request for a Hand Cut Check Form. Motion carried.

Order #59 Agenda #66 A-C

In the Matter of L C Board of Commissioners – Requests for property disposal: A. Board of Commissioners; B. Lake County Health Department; C. Lake County Surveyor.

Allen made a motion, seconded by Tippy, to approve the disposal of property for Board of Commissioners, Lake County Health Department, and Lake County Surveyor, property listed on form and reviewed by Mr. Cole. Motion carried.

Order #60 ADD Agenda #66D

In the Matter of L C Board of Commissioners – Agreement between Aldan Networking, Inc. and the Board of Commissioners of the County of Lake for bill auditing service with regard to telecommunication expenses for the year 2017 to be ratified.

Tippy made a motion, seconded by Allen, to ratify approval of the Agreement between Aldan Networking, Inc. and the Board of Commissioners of the County of Lake for bill auditing service with regard to telecommunication expenses for the year 2017. Motion carried.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of April, 2017 effective from January 1, 2017 to December 31, 2017 by and between ALDAN NETWORKING, INC. ("ANI"), (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of Lake County (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. ANI shall perform a bill audit service for the County.
 - B. ANI agrees to make all reasonable efforts to develop a set of recommendations that will help the County reduce its overall telecommunication expenses and deliver such report to the County within thirty days of report's receipt from the carrier. Cost savings recommendations will be designed to minimize impact to County's business and will be based on County's actual records, including telecommunications bills, local telephone company customer service records and/or PBX information (i.e. traffic studies).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.**
 - A. The County agrees to pay ANI for the Bill Audit Services on a contingency fee basis. The contingency fee has two components.
 - B. First, the County agrees to pay 50% of the savings on bills for which service has already been delivered and for which the County receives a refund from the provider.
 - C. Second, the County agrees to pay 50% of the savings for changes in billing service that result from their identification through the first year of the agreement or until the County switches its phone systems and is no longer realizing savings through its current telecommunication provider whichever occurs first.
 - D. The County retains the sole right to determine if a recommended change is considered a "savings" and/or will be implemented. If there are no cost savings approved by the County based on the audit, there are no fees. Savings are based on improvements to EXISTING voice and data network.
 - E. Fees by ANI will be invoiced as developed and approved by the County. Savings will be paid within 45 days from the date an invoice is received by the County.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either party may terminate this agreement at any time upon 10 days written notice. In event of cancellation or termination, all your materials will be returned to the County.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

2

15. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
- | | |
|--|---|
| Board of Commissioners
2293 North Main Street
Crown Point, Indiana 46307
219-755-3200
219-755-3023 (fax) | Aldan Networking, Inc.
5N450 Abbey Glen Drive
St. Charles, IL 60175
630.584.3992
630.584.3994 (fax)
kdunklau@aldannetworking.com |
|--|---|
18. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
 - B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
 - C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
 - D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
 - E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
 - F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
 - G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
 - 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

3

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.
 - a) 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.

- 19. **BUSINESS WITH IRAN.** ANI hereby certifies that it is not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
- 20. **ASSIGNMENT.** This contract cannot be assigned without the written consent of the County of Lake.
- 21. **LIMITATION OF LIABILITY.** Neither party shall be liable for any special, incidental, indirect or consequential damages, regardless of whether or not it was advised by the other party of the possibility or certainty of such damages.
- 22. **INDEPENDENT CONTRACTOR.** ANI will act as an independent contractor. ANI will make no representation as your agent, and will have no authority to bind you or incur other obligations on your behalf.
- 22. **OTHER.** ANI prior to commencing its audit and development of recommendations will execute a Lake County Vendor Qualification Affidavit, obtain a Lake County Vendor Number and execute a W9 and file these with the Lake County Purchasing Department

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

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
KYLE W. ALLEN, SR.

[Signature]
JERRY TIPPY

[Signature]
MICHAEL REBEY

April 13, 2017

CONSULTANT

ALDAN

ATTEST: *[Signature]*
JOHN PETALAS,
LAKE COUNTY AUDITOR

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

RATIFIED THIS 19th DAY OF April 20 17

In the Matter of L C Board of Commissioners – Agreement between Shared Resource Solutions, Inc. and the Board of Commissioners of the County of Lake for Human Resource Services for the period of March 1, 2017 to February 28, 2018 in an amount not to exceed \$42,000.00 plus \$80.00 per hour for Court Testimony.

Allen made a motion, seconded by Tippy, to approve the Agreement between Shared Resource Solutions, Inc. and the Board of Commissioners of the County of Lake for Human Resource Services for the period of March 1, 2017 to February 28, 2018 in an amount not to exceed \$42,000.00 plus \$80.00 per hour for Court Testimony. Motion carried.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is made as of this 19th day of April, 2017, by and between the Lake County Board of Commissioners (“Lake County”), representing county government under the laws of the State of Indiana, and Shared Resource Solutions, Inc. (“Shared Resource”), an Indiana corporation maintaining its headquarters in Hammond, Indiana.

WHEREAS, Lake County desires to retain and extend the relationship for the services of a professional business consultant to provide counseling with respect to certain matters related to human resources; and

WHEREAS, Shared Resource Solutions, Inc., an Indiana corporation headquartered in Hammond, Indiana, desires to perform such services in exchange for mutually agreed upon compensation.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Nature and Scope of Services:

Shared Resource shall assist Lake County in the handling of human resource issues by providing advice, information and assistance with human resource matters, including the development of policy and procedure, compliance with federal and state employee laws and regulations, safety issues and other related matters.

2. Timing of Performance:

The Services shall be performed by Shared Resource pursuant to the terms of a mutually agreed upon Schedule of Performance.

3. Compensation:

3.1 Beginning in the first month that Services are performed hereunder, Lake County shall pay the consultant a fee of \$42,000.00 for a twelve month period commencing March 1, 2017 and ending with February 28, 2018.

~~3.2 Unless notified in writing with at least ninety (90) days written notice the contract shall automatically renew on an annual basis and for an additional year.~~ *bk per jad*

3.3 In the event that the consultant is called to testify or is subpoenaed to court, the consultant shall be paid at a rate of \$80.00 per hour in addition to the regular fee noted in 3.1.

4. Primary Contact:

Lake County designates the members of the Board of Commissioners as the primary contacts with Shared Resource. Lake County may change its primary contact at any time by giving written notice to Shared Resource.

5. Relationship of the Parties:

Shared Resource acknowledges and agrees that it is an independent contractor and that nothing shall create any employee or other relationship besides that of a legal and binding contract for consulting services. As an independent contractor, Shared Resource is solely responsible for the payment of any and all taxes for payments received by Shared Resource including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, Shared Resource acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

6. Warranties and Representations of the Parties:

- 6.1 Shared Resource represents and warrants that it is duly licensed to perform the Services and in compliance with all applicable laws, rules, and regulations.

7. Disclaimer:

Shared Resource does not engage in the practice of law and specifically disclaims any and all responsibility for the compliance of Lake County with any State or Federal employment laws or regulations that may be applicable to the Services, whether now existing or subsequently arising.

8. Indemnification:

Lake County agrees to hold Shared Resource harmless against any and all lawsuits, claims, demands, or other causes of actions brought against Shared Resource by employees of Lake County in connection with or arising out of Shared Resource's performance of the Services. Lake County agrees to indemnify Shared Resource in any dispute arising from the services it provides to the County. Shared Resources further agrees to cooperate fully with Lake County in its defense of any claims brought against Lake County or Shared Resource by employees of Lake County in connection with or arising out of the Services.

9. Confidential Information:

- 9.1 Shared Resource acknowledges that in connection with its performance of the Services, Shared Resource may have access to certain information and documents, including without limitation, internal memoranda, personnel matters, and confidential conversations, which Shared Resource knows or

2

understands to be proprietary and confidential to Lake County. In addition, Lake County acknowledges that in connection with its receipt of the Services Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of Shared Resource; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of Shared Resource shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or to Shared Resource, "Confidential Information".)

- 9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the time it was disclosed; (b) is disclosed pursuant to the written approval of the other party, (c) becomes known from a source outside this Agreement, or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

10. General Provisions:

- 10.1 Waiver. The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision nor prevent a party thereafter from enforcing that provision or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one shall not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

10.2 Notices.

All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is given or within seventy-two (72) hours after mailing if mailed, certified mail, first class, postage prepaid, as follows:

3

TO SHARED RESOURCE SOLUTIONS, INC:

Thomas P. Dabertin
President
Shared Resource Solutions, Inc.
5246 Hohman Avenue, Suite 303
Hammond, Indiana 46320

TO LAKE COUNTY:

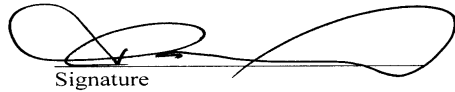
- 1.0.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
- 10.4 Merger of Prior Agreements and Understandings. This Agreement supercedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.
- 10.5 Covenant of Good Faith. The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

11. Governing Law:

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

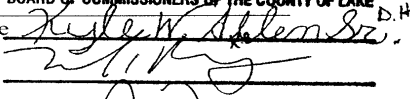
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SHARED RESOURCE SOLUTIONS, INC. LAKE COUNTY


Signature

Thomas Dabertin
Printed Name

President/Managing Partner
Title

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Signature 
Printed Name
APPROVED THIS 19th DAY OF April 2017

Title

In the Matter of L C Board of Commissioners – PreQualification for Public Construction bids from Gariup Construction Co., Inc. to be opened.

Tippy made a motion, seconded by Allen, to open the PreQualification for Public Construction Bids from Gariup Construction Co., Inc. Motion carried.

Allen made a motion, seconded by Tippy, to make a matter of public record the PreQualification submitted from **Gariup Construction Co., Inc.** for Public Construction Bids. Motion carried.

Order #63 ADD Agenda #66G

In the Matter of L C Board of Commissioners – Towing Service Survey from Bennie's Towing due Wednesday, March 15, 2017 by 9:30 A.M. in the Lake County Auditor's Office turned in late on Friday, March 17, 2017 at 10:34 A.M. – action required – reject unopened as late or open and take under advisement.

Upon brief discussion, Allen made a motion to open the Towing Service Survey from Bennie's Towing due Wednesday, March 15, 2017 by 9:30 A.M. in the Lake County Auditor's Office turned in late on Friday, March 17, 2017 at 10:34 A.M. and take under advisement, motion dies for lack of a second to the motion.

Tippy made a motion to reject unopened, Repay seconded the motion. Motion to reject unopened as late carried 2-1. (BID RETURNED UNOPENED VIA CERTIFIED MAIL FROM AUDITOR'S OFFICE; DELIVERED 4-27-17)

Order #64 Agenda #66H

In the Matter of L C Board of Commissioners – Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated and the Board of Commissioners of the County of Lake for 36 Months in the amount of \$490.00 per month.

Tippy made a motion, seconded by Allen, to approve the Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated and the Board of Commissioners of the County of Lake for 36 Months in the amount of \$490.00 per month, Order for ISDN Prime Service. Motion carried.

Order #65 ADD Agenda #66I

In the Matter of L C Board of Commissioners – Agreement between Smith Sersic and the Board of Commissioners of the County of Lake for Subrogation Attorney Services for the period of April 1, 2017 to December 31, 2017 in the amount of thirty-three (33%) percent of all subrogation amounts collected.

Tippy made a motion, seconded by Allen, to approve the Agreement between Smith Sersic and the Board of Commissioners of the County of Lake for Subrogation Attorney Services for the period of April 1, 2017 to December 31, 2017 in the amount of thirty-three (33%) percent of all subrogation amounts collected. Motion carried.

CONSULTING CONTRACT FOR SUBROGATION

THIS AGREEMENT, entered into this 1st day of April, 2017 effective from April 1, 2017 to December 31, 2017 by and between SMITH SERSIC, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent in subrogation matters involving Lake County Indiana.
 - B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant THIRTY-THREE percent (33%) of all subrogation amounts collected by Consultant on behalf of the County. Consultant shall submit an invoice to the Lake County Board of Commissioners Insurance Department, Attention: Nancy Saffa to recover the 33% fee for health subrogation collection. Consultant shall submit an invoice to the Lake County Board of Commissioners, Attention: John S. Dull to recover the 33% fee for liability subrogation collection. The County shall pay for any reasonable litigation and travel expenses. The County will not pay for any basic office expenses (i.e. regular copy costs, long distance or local telephone calls, long distance or local facsimiles, etc). Because the Consultant is receiving a percentage of monies recovered, Consultant is not required to keep and submit detailed invoices, only invoices associated with costs described in this paragraph.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.

Order #65 ADD Agenda #66I cont'd

6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and

Page 2 of 6

affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

Page 3 of 6

Order #65 ADD Agenda #66I cont'd

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

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

KEVIN SMITH
SMITH SERSIC
9301 CALUMET AVE, #1F
MUNSTER, IN 46321
(219) 933-7600

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

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

18. **Information Availability.**

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

19. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.

Page 4 of 6

- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- 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
 - c) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - 2) 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:

Page 5 of 6

Order #65 ADD Agenda #66I cont'd

- a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c) 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.
- K. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
Kyle W. Allen Sr. D.H.

Kyle W. Allen, Sr., Commissioner
1st District

CONSULTANT

SMITH SERSIC by
Attorney Kevin Smith

Jerry Tippy

Jerry Tippy, Commissioner
2nd District

Michael C. Repay

Michael C. Repay, Commissioner
3rd District

Order #66 ADD Agenda #66J

In the Matter of L C Board of Commissioners – Agreement between Kutanovski Law Offices, LLC and the Board of Commissioners of the County of Lake for the Collection of Unclaimed Property for the period of April 19, 2017 to December 31, 2018 in the amount of 10% plus expenses including but not limited to postage, photocopying and filing fees.

Allen made a motion, seconded by Tippy, to approve Agreement between Kutanovski Law Offices, LLC and the Board of Commissioners of the County of Lake for the Collection of Unclaimed Property for the period of April 19, 2017 to December 31, 2018 in the amount of 10% plus expenses including but not limited to postage, photocopying and filing fees. Motion carried.
Cont'd.

Order #66 ADD Agenda #66J cont'd



1504 North Main Street • Crown Point, IN 46307 • Tel: (219) 663-8480 • Fax: (219) 663-8487

April 18, 2017

VIA EMAIL ONLY (jsdull@yahoo.com)

Lake County Board of Commissioners
ATTN: John S. Dull
2293 N. Main Street
Crown Point, IN 46307

Re: Collection of Unclaimed Property
Our File No. 186-5

Dear Mr. Dull:

Thank you for considering Kutanovski Law Offices, LLC to assist with collection of unclaimed property belonging to Lake County, Indiana, and/or its subdivisions, including but not limited to the Board of Commissioners, the Lake County Clerk, the Lake County Treasurer, and the Lake County Recorder (hereinafter the "County") through the Indiana Attorney General's Office. This letter will summarize our understanding of the assistance Kutanovski Law Offices, LLC will provide to the County with regard to the collection of the unclaimed property from the execution of this letter through 2018.

We will provide collection services for the unclaimed property and will have full authority to prepare, obtain and file the appropriate documentation necessary for the retrieval of the unclaimed property and receive payment of the unclaimed property. Any payments of unclaimed property obtained shall be promptly remitted to the County, and the County shall promptly remit payment for the collection services as outlined below.

As payment for collection services performed, the County agrees that Kutanovski Law Offices, LLC will receive ten (10%) percent of any amount collected of the unclaimed property. This fee will apply regardless of whether payment on the account was made to us or directly to the County.


The County agrees and understands that although no attorney fee will be charged unless recovery is made, it shall pay Kutanovski Law Offices, LLC for any and all expenses, including but not limited to postage, photocopying and filing fees which are incurred in connection with the collection as billed by Kutanovski Law Offices, LLC.

Lake County Board of Commissioners
 April 18, 2017
 Page 2

Thank you for this opportunity to continue to assist in this matter. If this letter is in accord with your understanding, please indicate your approval by signing where indicated below and returning the signed copy to me.

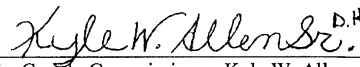
Very truly yours,

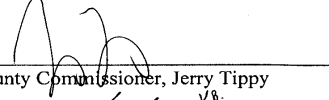
KUTANOVSKI LAW OFFICES


By: 
 Alexander Kutanovski

AK/tp

ACCEPTED AND AGREED TO THIS 19th
 DAY OF APRIL, 2017.


 Lake County Commissioner, Kyle W. Allen, Sr.


 Lake County Commissioner, Jerry Tippy


 Lake County Commissioner, Michael C. Repay

Order #67 ADD Agenda #66K

In the Matter of L C Board of Commissioners – Progressive Missionary Baptist Church request for the donation of tax sale certificates for 45-08-03-332-018.000-004, 45-08-03-332-021.000-004, 45-08-03-332-023.000-004, and 45-08-03-332-032.000-004.

Allen made a motion, seconded by Tippy, to approve the donation of tax sale certificates for 45-08-03-332-018.000-004, 45-08-03-332-021.000-004, 45-08-03-332-023.000-004, and 45-08-03-332-032.000-004 to Progressive Missionary Baptist Church as requested. Motion carried.

Order #68 Agenda #67 A-B; #68

In the Matter of Review and Approval of the Minutes of Regular Meeting, Wednesday, February 15, 2017 and Regular Meeting, Wednesday, March 15, 2017; Claims and Docket.

Allen made a motion, seconded by Tippy, to approve the Minutes of the Regular Meetings of the Board of Commissioners of the County of Lake held Wednesday, February 15, 2017 and Wednesday, March 15, 2017, and ordered same to approve Claims and Docket for this meeting, there were none. Motion carried.

Order #69 Agenda #69 A-K

In the Matter of Lake County Council Ordinances and Resolutions – Adopted April 11, 2017.

Commissioner Allen, read aloud the Ordinances and Resolutions submitted by the County Council, adopted the 11th day of April, 2017, as follows:

- A. Ordinance No. 1403B-3 – Ordinance amending the Lake County Part-Time Employees Pay Rate Ordinance for 2017. Ordinance No. 1403B, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- B. Ordinance No. 1407A – Ordinance establishing the Cumulative Drainage Fund under I.C. 36-9-27-99 and I.C. 6-1.1-41, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- D. Resolution No. 17-31 – Resolution Honoring Patrick WU of the Munster High School Debate Team 2017 IHSFA State Champion in 2-Person Policy Debate, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- E. Resolution No. 17-32 – Resolution Honoring Ajeyo De of the Munster High School Debate Team 2017 IHSGA State Champion in 2-Person Policy Debate, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- F. Resolution No. 17-33 – Resolution Honoring Easan Venkat, of the Munster High School Speech Team, 2017 IHSFA State Champion in International Extemporaneous Speaking, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- G. Resolution No. 17-34 – Resolution Honoring the Munster High School Speech Team 2017 IHSFA Class 2A State Champions, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- H. Resolution No. 17-35 – Resolution Honoring the Bishop Noll Warriors Hockey Team, Indiana State High School Hockey Association – Class 1A State Champions, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- I. Resolution No. 17-36 – Resolution Honoring Jacqueline Jewell, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.

- J. Resolution No. 17-37 – Resolution Recognizing May as Lyme Disease Awareness Month, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- K. Resolution No. 17-38 – Resolution permitting the Lake County Recorder to pay an outstanding 2016 invoice/debt from the 2017 budget, Allen made a motion, seconded by Tippy, to approve. Motion carried 3-0.
- C. Resolution No. 17-39 – Resolution in support of conducting a cost utilization study regarding the consolidation of the Lake Superior Satellite Courts now located in Gary, Hammond and East Chicago, Indiana, Allen made a motion, seconded by Tippy, to veto, Board discussion, Tippy spoke, stating, “I am for cost reduction, obviously, I’m for consolidations where they make sense, where we do not drastically lose services, where cost is lowered, some basic principals we should follow, the issue with this particular request, it’s not only a Resolution to study the consolidation but also to approve this contract or proposal and this proposal is not what I would call a feasibility study, this is a proposal to provide a plan to consolidate, this is not a proposal to say....this is feasible, this is not feasible, it’s a \$42,000 proposal, a feasibility study on something like this would be about 10% of that number, that’s the first objection, the other objection I have is an, a feasibility, the judges should have a say, the judges are the third branch of our Government and we are all equal and separate and to dictate to the Judges without having their input I think is improper, my preference is ,we continue the discussion, or perhaps change course and move in another direction” , Allen spoke, stating, “I would agree with Commissioner Tippy in terms of consultation with the Judges, but I would also say that we’re in a County with roughly half a million people, and we have three Courthouses, I would agree with the standpoint consolidation where feasible where it makes sense, if we were to close the other three Courthouses, we would have to make room and space for the Judges and or Staff from those Buildings, out here and right now based on what I see the room does not exist and that means the taxpayers at some point would incur a cost for an addition or a newly built Facility to house those employees and the services they provide, but always open to dialogue and discussion, with my colleagues, the Council and the Judges on how best to achieve economy of scale as stewards of public tax dollars:, Repay spoke, stating, “I want to concur with what both Commissioners said and add one more component that we do have, I feel, not just efficiency concerns and issues but we do have, I believe, an obligation to, wherever we call home in County Government, whether its this building, the highway garage in Lowell or the highway garage in Crown Point, wherever we are to be a good neighbor, in recent years with the mortgage crisis and what not you’ve seen where a variety of banks and different property holding entities just abandoned their communities and did a disservice to the communities they were in and that should be a component in whatever may transpire is that they also hold value far and above the specific function of what goes on in the Building they have a value to the Community at-large and a value to the property values of those adjacent properties.” Motion to veto carried, 3-0.

Order #70 Agenda #70 & #71

In the Matter of Service Agreements; Poor Relief Decisions.

Allen made a motion, seconded by Tippy, to approve the following Poor Relief Decisions, and ordered same to approve Service Agreements, there were none. Motion carried.

Marquis Mitchell	Approved/partial
Teresa Rowe	Approved
Francine Harris	Approved
Eugene Nelson	Approved/partial
Ray Chaffer	Remanded to township for further consideration and review
Rezell Grady	Approved/partial
Pamela Campbell	Denied for appellant’s failure to appear

Order #70 Agenda #70 & #71 cont’d

Deborah Turkes	Denied
Ruben Gonzalez	Denied
Medria Fulgiam	Denied
Wanda Wade-Yarber	Denied
Terlisa Jones	Approved/partial
Lawrenda Arnold	Approved/partial
Cynthia Mullins	Approved/partial
Gail Walton	Denied for appellant’s failure to appear
Harvey Perkins	Approved
Catherine Girko	Approved/partial
Barbara Cross	Approved
Brittany Brawn	Denied
Katherine Briteman	Denied
Morton Burton	Approved/partial
Dawn Dennie	Approved/partial
Jamal Manson	Approved
Ralph Allen	Denied for appellant’s failure to appear
Maggie Hayes	Remanded to township for further consideration and review
Maggie Hayes	Approved/partial
Latasha Washington	Denied for appellant’s failure to appear
Carl Hutchison Jr.	Approved/partial
Dawn Harrell	Approved/partial
Aubrey Mabon	Approved
Terlisa Jones	Denied for appellant’s failure to appear
Alisha Daniels	Remanded to township for further consideration and review
Tara Smith	Approved/partial
Christopher Winters	Denied
Terrance Bank	Denied for appellant’s failure to appear
Katherine Dawson	Denied for appellant’s failure to appear
Issac Jacax II	Denied for appellant’s failure to appear
Robert Montgomery	Denied for appellant’s failure to appear
Nikia Banks	Denied for appellant’s failure to appear
Joseph Cunningham	Denied
Ray Gates	Approved
James Ellis	Denied

Order #70 Agenda #72 A-B

In the Matter of Pay immediate (hand cut) Checks: A. March, 2017; B. Direct debit claims for pay 3/20/17 & 4/3/17.

Allen made a motion, seconded by Tippy, to approve the pay immediately checks from March 2017 and the direct debit claims for pay 3/20/2017 and 4/3/2017 submitted from Auditor's Bookkeeping & Auditor's Payroll. Motion carried.

Order #71 Agenda #73 A-B

In the Matter of Appointments: A. Judicial Nominating Commission – District 1; B. Highway Department Assistant Superintendent.

Allen made a motion, seconded by Tippy, to defer action on Appointments. Motion carried 3-0.

Order #72 Agenda #73C

In the Matter of Appointments: C. Property Tax Assessment Board of Appeals.

Allen made a motion, seconded by Tippy, to ratify selection and appointment from the March meeting and make it a matter of public record. Motion carried.

Order #73 Agenda #75

In the Matter of Commentary – Elected Officials Present.

Comes now, Councilman Strong, before the Board of Commissioners, spoke regarding the L C Council Resolution that was vetoed, Resolution No. 17-39, stating, "I think every so often it's an excellent idea for Government to take a look at itself and see what we can do to make ourselves better and that's all this was, just a simple study just to see, no plan to shut anything down or close any Courthouses, just simply a plan, the company that was provided was the same company that was identified back in 2009 when a similar Resolution came forward, and all I did was just include it, for informational purposes, my personal opinion, if a study were to be done, I think we'd have to take it out of the realm of Lake County, I still believe this study is a good idea, and to show the taxpayers that we our doing something for the taxpayers and we're trying to make ourselves better at all times, thank you.

The next Board of Commissioners Meeting will be held on Wednesday, May 17, 2017 at 10:00 A.M.

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

The following officials were Present:
Attorney Joe Irak
Brenda Koselke

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR

